SOLAERIS

COMMUNITY DEVELOPMENT DISTRICT

April 18, 2024

BOARD OF SUPERVISORS

PUBLIC HEARINGS AND 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.

April 11, 2024

Board of Supervisors
Solaeris Community Development District

Dear Board Members:

The Board of Supervisors of the Solaeris Community Development District will hold Public Hearings and a Regular Meeting on April 18, 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. Public Hearing Confirming the Intent of the District to Use the Uniform Method of Levy, Collection and Enforcement of Non-Ad Valorem Assessments as Authorized and Permitted by Section 197.3632, Florida Statutes; Expressing the Need for the Levy of Non-Ad Valorem Assessments and Setting Forth the Legal Description of the Real Property Within the District's Jurisdictional Boundaries that May or Shall Be Subject to the Levy of District Non-Ad Valorem Assessments; Providing for Severability; Providing for Conflict and Providing for an Effective Date

   A. Affidavit/Proof of Publication

   B. Consideration of Resolution 2024-11, Expressing its Intent to Utilize the Uniform Method of Levying, Collecting, and Enforcing Non-Ad Valorem Assessments Which May Be Levied by the Solaeris Community Development District in Accordance with Section 197.3632, Florida Statutes; Providing a Severability Clause; and Providing an Effective Date

4. Public Hearing to Consider the Adoption of an Assessment Roll and the Imposition of Special Assessments Relating to the Financing and Securing of Certain Public Improvements

   - *Hear testimony from the affected property owners as to the propriety and advisability of making the improvements and funding them with special assessments on the property.*

   - *Thereafter, the governing authority shall meet as an equalizing board to hear any and all complaints as to the special assessments on a basis of justice and right.*

A. Affidavit/Proof of Publication

B. Mailed Notice to Property Owner(s)

C. Master Engineer's Report, *dated March 14, 2024* [for informational purposes]

D. Master Special Assessment Methodology Report, *dated March 14, 2024* [for informational purposes]

E. Consideration of Resolution 2024-12, Making Certain Findings; Authorizing a Capital Improvement Plan; Adopting an Engineer's Report; Providing an Estimated Cost of Improvements; Adopting an Assessment Report; Equalizing, Approving, Confirming and Levying Debt Assessments; Addressing the Finalization of Special Assessments; Addressing the Payment of Debt Assessments and the Method of Collection; Providing for the Allocation of Debt Assessments and True-Up Payments; Addressing Government Property, and Transfers of Property to Units of Local, State and Federal Government; Authorizing an Assessment Notice; and Providing for Severability, Conflicts and an Effective Date

5. Consideration of Resolution 2024-13, Approving a Proposed Budget for Fiscal Year 2024/2025 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date

6. Consideration of Resolution 2024-14, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2024/2025 and Providing for an Effective Date

7. Consideration of Atmos Living Management Group Facilities Management Agreement

8. Consideration of Resolution 2024-15, Setting Forth the Specific Terms of the District's Special Assessment Bonds, Series 2024 (Assessment Area One – 2024 Project) ("Bonds"); Making Certain Additional Findings and Confirming and/or Adopting an Engineer's Report and a Supplemental Assessment Report; Delegating Authority to Prepare Final Reports and Update this Resolution; Confirming the Maximum Assessment Lien Securing the Bonds; Addressing the Allocation and Collection of the Assessments Securing the Bonds; Addressing Prepayments; Addressing True-Up Payments; Providing for the Supplementation of the Improvement Lien Book; and Providing for Conflicts, Severability and an Effective Date

9. Consideration of Forms of Issuer's Counsel Documents

A. Acquisition Agreement

B. Collateral Assignment

C. Completion Agreement

D. Declarations of Consent

E. Disclosure of Public Finance

F. Notice of Special Assessments

G. True-Up Agreement

10. Staff Reports

A. District Counsel: *Kutak Rock LLP*

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

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

- NEXT MEETING DATE: May 16, 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

11. Board Members' Comments/Requests

12. Public Comments

13. 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

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

SOLAERIS

COMMUNITY DEVELOPMENT DISTRICT

3A

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PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Daphne Gillyard
Solaeris Community Development
2300 Glades RD # 410W
Boca Raton FL 33431-8556

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Indian River Press Journal/St Lucie News Tribune/Stuart News, newspapers published in Indian River/St Lucie/Martin Counties, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Public Notices, was published on the publicly accessible websites of Indian River/St Lucie/Martin Counties, Florida, or in a newspaper by print in the issues of, on:

03/21/2024, 03/28/2024, 04/04/2024, 04/11/2024

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 04/11/2024

D. Roberts
Legal Clerk

Nicole Jacobs
Notary, State of WI, County of Brown

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SOLAERIS COMMUNITY DEVELOPMENT DISTRICT
NOTICE OF THE DISTRICT'S INTENT TO USE THE UNIFORM METHOD
OF COLLECTION OF NON-AD VALOREM SPECIAL ASSESSMENTS

Notice is hereby given that the Solaeris Community Development District (the "District") intends to use the uniform method of collecting non-ad valorem special assessments to be levied by the District pursuant to Section 197.3632, Florida Statutes. The Board of Supervisors of the District will conduct a public hearing on April 18, 2024 at 11:15 a.m., at the Verano Social Clubhouse, 10291 SW Visconti Way, Port St. Lucie, Florida 34986.

The purpose of the public hearing is to consider the adoption of a resolution authorizing the District to use the uniform method of collecting non-ad valorem special assessments (the "Uniform Method") to be levied by the District on properties located on land included in, or to be added to, the District.

The District may levy non-ad valorem special assessments for the purpose of financing, acquiring, maintaining and/or operating community development facilities, services, and improvements within and without the boundaries of the District, to consist of, among other things, roadway improvements, utility improvements, stormwater management facilities, landscape and irrigation improvement, and/or any other lawful improvements or services of the District.

Owners of the properties to be assessed and other interested parties may appear at the public hearing and be heard regarding the use of the Uniform Method. This hearing is open to the public and will be conducted in accordance with the provisions of Florida law. The public hearing may be continued to a date, time, and location to be specified on the record at the hearing. There may be occasions when Supervisors or District Staff may participate by speaker telephone.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in the hearing and/or meeting is asked to contact the District Manager's office at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, 561-571-0010, at least forty-eight (48) hours before the hearing and/or meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8771 who can aid you in contacting the District Manager's Office.

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

District Manager
PUBDATES 3/21 3/28 4/5 4/12/2024
TCN 9971903

SOLAERIS

COMMUNITY DEVELOPMENT DISTRICT

3B

RESOLUTION 2024-11

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SOLAERIS COMMUNITY DEVELOPMENT DISTRICT EXPRESSING ITS INTENT TO UTILIZE THE UNIFORM METHOD OF LEVYING, COLLECTING, AND ENFORCING NON-AD VALOREM ASSESSMENTS WHICH MAY BE LEVIED BY THE SOLAERIS COMMUNITY DEVELOPMENT DISTRICT IN ACCORDANCE WITH SECTION 197.3632, FLORIDA STATUTES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Solaeris Community Development District ("District") was established pursuant to the provisions of Chapter 190, Florida Statutes, which authorizes the District to levy certain assessments which include benefit and maintenance assessments and further authorizes the District to levy special assessments pursuant to Chapter 170, Florida Statutes, for the acquisition, construction, or reconstruction of assessable improvements authorized by Chapter 190, Florida Statutes; and

WHEREAS, the above referenced assessments are non-ad valorem in nature and, therefore, may be collected under the provisions of Section 197.3632, Florida Statutes, in which the State of Florida has provided a uniform method for the levying, collecting, and enforcing such non-ad valorem assessments; and

WHEREAS, pursuant to Section 197.3632, Florida Statutes, the District has caused notice of a public hearing to be advertised weekly in a newspaper of general circulation within St. Lucie County, Florida, for four (4) consecutive weeks prior to such hearing.

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

SECTION 1. The District upon conducting its public hearing as required by Section 197.3632, Florida Statutes, hereby expresses its intent to use the uniform method of collecting assessments imposed by the District as provided in Chapters 170 and 190, Florida Statutes, each of which are non-ad valorem assessments which may be collected annually pursuant to the provisions of Chapter 190, Florida Statutes, for the purpose of paying principal and interest on any and all of its indebtedness and for the purpose of paying the cost of operating and maintaining its assessable improvements. The legal description of the boundaries of the real property subject to a levy of assessments is attached and made a part of this Resolution as **Exhibit A**. The non-ad valorem assessments and the District's use of the uniform method of collecting its non-ad valorem assessment(s) may continue in any given year when the Board of Supervisors determines that use of the uniform method for that year is in the best interests of the District.

SECTION 2. The District's Secretary is authorized to provide the Property Appraiser and Tax Collector of St. Lucie County, Florida, and the Department of Revenue of the State of Florida with a copy of this Resolution and enter into any agreements with the Property Appraiser and/or Tax Collector necessary to carry out the provisions of this Resolution.

SECTION 3. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 4. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 18th day of April, 2024.

ATTEST:

SOLAERIS COMMUNITY DEVELOPMENT DISTRICT

____
Secretary/Assistant Secretary

____
Chair/Vice Chair, Board of Supervisors

Exhibit A: Legal Description

Exhibit A: Legal Description

LEGAL DESCRIPTION

CDD PARCEL

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.

SOLAERIS

COMMUNITY DEVELOPMENT DISTRICT

4A

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Florida
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PO Box 631244 Cincinnati, OH 45263-1244

PROOF OF PUBLICATION

Daphne Gillyard
Solaeris Community Development
2300 Glades RD # 410W
Boca Raton FL 33431-8556

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Indian River Press Journal/St Lucie News Tribune/Stuart News, newspapers published in Indian River/St Lucie/Martin Counties, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Main Legal CLEGL, was published on the publicly accessible websites of Indian River/St Lucie/Martin Counties, Florida, or in a newspaper by print in the issues of, on:

03/22/2024, 03/29/2024

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 03/29/2024

Keegan Moran
Legal Clerk

Notary, State of WI, County of Brown
3-7-27
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NOTICE OF PUBLIC HEARINGS TO CONSIDER THE IMPOSITION OF SPECIAL ASSESSMENTS PURSUANT TO SECTIONS 170.07 AND 197.3632, *FLORIDA STATUTES*, BY THE SOLAERIS COMMUNITY DEVELOPMENT DISTRICT [ORIGINAL CDD BOUNDARY]

NOTICE OF SPECIAL MEETING OF THE SOLAERIS COMMUNITY DEVELOPMENT DISTRICT

In accordance with Chapters 170, 190 and 197, *Florida Statutes*, the Solaeris Community Development District's ("**District**") Board of Supervisors ("**Board**") hereby provides notice of the following public hearings and public meeting:

NOTICE OF PUBLIC HEARINGS	
DATE:	April 18, 2024
TIME:	11:15 a.m.
LOCATION:	Verano Social Clubhouse 10291 SW Visconti Way Port St. Lucie, Florida 34986

The purpose of the public hearings announced above is to consider the imposition of special assessments ("**Debt Assessments**"), and adoption of assessment rolls to secure proposed bonds, on benefited lands within the District, and, to provide for the levy, collection and enforcement of the Debt Assessments. The proposed bonds secured by the Debt Assessments are intended to finance certain public infrastructure improvements, including, but not limited to, stormwater management, water and sewer utilities, landscape, irrigation, lighting, and other infrastructure improvements (together, "**Project**"), benefitting certain lands within the District. The Project is described in more detail in the *Master Engineer's Report* (as amended from time to time, "**Engineer's Report**"). Specifically, the Project includes a Capital Improvement Plan to provide public infrastructure benefitting all lands within the District, as identified in the Engineer's Report. The Debt Assessments are proposed to be levied as one or more assessment liens and allocated to the benefitted lands within the District, as set forth in the *Master Special Assessment Methodology Report* (as amended from time to time, "**Assessment Report**"). At the conclusion of the public hearings, the Board will, by resolution, levy and impose assessments as finally approved by the Board. A special meeting of the District will also be held where the Board may consider any other business that may properly come before it.

The District is located entirely within St. Lucie County, Florida, and consists of approximately 2,174.32 +/- acres. The site is generally located south of the C-24 Canal and northwest of Glades Cut Off Road. A geographic depiction of the District is shown below. All lands within the District are expected to be improved in accordance with the reports identified above.

A description of the property to be assessed and the amount to be assessed to each piece or parcel of property may be ascertained at the "**District's Office**" located at c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (877)276-0889. Also, a copy of the agendas and other documents referenced herein may be obtained from the District Office.

Proposed Debt Assessments

The proposed Debt Assessments are in the total principal amount of **$435,473,563** (not including interest or collection costs), and are as follows:

Product Type	Number of Units	ERU	Maximum Principal Bond Assessments	Maximum Annual Bond Assessments
Residential Unit	4,630	1.0	$94,055	$8,984
Commercial	TBD	TBD	TBD	TBD

*Amount includes principal only, and not interest or collect costs
**Amount includes estimated 3% County collection costs and 4% early payment discounts

NOTE: As part of the Project, the District may finance impact fee creditable improvements, and, additionally, impact fees may also be charged by the County against landowners. That said, the District will address any such impact fee creditable improvements as set forth in Resolution 2024-09, and to ensure that there is no double charging of lots for the same improvements.

The assessments shall be paid in not more than thirty (30) annual installments subsequent to the issuance of debt to finance the improvements. These annual assessments will be collected on the County tax roll by the Tax Collector. Alternatively, the District may choose to directly collect and enforce these assessments.

The public hearings and meeting are open to the public and will be conducted in accordance with Florida law. The public hearings and meeting may be continued to a date, time, and place to be specified on the record. There may be occasions when staff or board members may participate by speaker telephone. Any person requiring special accommodations because of a disability or physical impairment should contact the District Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

Please note that all affected property owners have the right to appear and comment at the public hearings and meeting, and may also file written objections with the District Office within twenty (20) days of issuance of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

District Manager

RESOLUTION 2024-08

[DECLARING RESOLUTION – ORIGINAL CDD BOUNDARY]

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 District *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 March 14, 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 <u>$313,721,845</u> ("**Estimated Cost**").

B. The Assessments will defray approximately <u>$435,473,563</u>, 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 <u>$38,681,999</u> 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:	April 18, 2024
TIME:	11:15 a.m.
LOCATION:	Verano Social Clubhouse 10291 SW Visconti Way Port St. Lucie, Florida 34986

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 14th day of March, 2024.

ATTEST:

/s/ Andrew Kantarzhi
Secretary/**Assistant Secretary**

SOLAERIS COMMUNITY DEVELOPMENT DISTRICT

/s/ William Fife
Chair/Vice Chair, Board of Supervisor

Exhibit A: *Engineer's Report*, dated March 14, 2024
Exhibit B: *Master Special Assessment Methodology Report*, dated March 14, 2024

TR-39033963

SOLAERIS
COMMUNITY DEVELOPMENT DISTRICT

4B

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

AFFIDAVIT OF MAILING

BEFORE ME, the undersigned authority, this day personally appeared Curtis Marcoux, who by me first being duly sworn and deposed says:

1. I am over eighteen (18) years of age and am competent to testify as to the matters contained herein. I have personal knowledge of the matters stated herein.

2. I, Curtis Marcoux, am employed by Wrathell, Hunt & Associates, LLC and, in the course of that employment, serve as Financial Analyst for the Solaeris Community Development District ("**District**").

3. Among other things, my duties include preparing and transmitting correspondence relating to the District.

4. I do hereby certify that on March 19, 2024, and in the regular course of business, I caused letters, in the forms attached hereto as **Exhibit A**, to be sent notifying affected landowner(s) in the District of their rights under Chapters 170, 190 and 197, *Florida Statutes*, with respect to the District's anticipated imposition of assessments. I further certify that the letters were sent to the addressees identified in **Exhibit B** and in the manner identified in **Exhibit A.**

5. I have personal knowledge of having sent the letters to the addressees, and those records are kept in the course of the regular business activity for my office.

FURTHER AFFIANT SAYETH NOT.

By: Curtsi Marcoux, Financial Analyst

SWORN AND SUBSCRIBED before me by means of ☐ physical presence or ☑ online notarization this 19th day of March 2024, by Curtis Marcoux, for Wrathell, Hunt & Associates, LLC, who ☑ is personally known to me or ☐ has provided ________________ as identification, and who ☐ did or ☑ did not take an oath.

NOTARY PUBLIC

DAPHNE GILLYARD
Notary Public
State of Florida
Comm# HH390392
Expires 8/20/2027

FLORIDA NOTARY ASSOCIATION · SINCE 1978

Daphne Gillyard
Print Name: Daphne Gillyard
Notary Public, State of Florida
Commission No.: HH390392
My Commission Expires: 8/20/2027

EXHIBIT A: Copies of Forms of Mailed Notices
EXHIBIT B: List of Addressees

7022 2410 0002 5588 7089

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- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage $
Total Postage and Fees $

Postmark Here

WOODLAND STATION BOCA RATON, FL MAR 19 2024 33431-USPS

Sent To
Street and
City, State,

OAK RIDGE COMMERCIAL, LLC
105 NE 1st STREET
DELRAY BEACH, FL 33444

PS Form 3800 ... See Reverse for Instructions

7022 2410 0002 5588 7072

U.S. Postal Service™
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- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage $
Total Postage $

Postmark Here

WOODLAND STATION BOCA RATON, FL MAR 19 2024 33431-USPS

Sent To
Street and Apt.
City, State, Z

OAK RIDGE RANCHES, LLC
7735 S OLD FLORAL CITY ROAD
FLORAL CITY, FL 34436

PS Form 3800 ... See Reverse for Instructions

9589 0710 5270 0163 1247 25

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
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OFFICIAL USE

Certified Mail Fee $
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- ☐ Adult Signature Restricted Delivery $

Postage $
Total Postage $

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WOODLAND STATION BOCA RATON, FL MAR 19 2024 33431-USPS

Sent To
Street and
City, State,

OAK RIDGE RESI INVESTMENTS, LLC
105 NE 1st STREET
DELRAY BEACH, FL 33444

PS Form ... See Reverse for Instructions

7022 2410 0002 5588 7065

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
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For delivery information, visit our website at *www.usps.com*®.

OFFICIAL USE

Certified Mail Fee $
Extra Services & Fees (check box, add fee as appropriate)
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
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Postage $
Total Postage $

Postmark Here

WOODLAND STATION BOCA RATON, FL MAR 19 2024 33431-USPS

Sent To
Street and Apt.
City, State, Zi

OAK RIDGE RANCHES, LLC
14025 RIVEREDGE DR STE 175
TAMPA, FL 33637

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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

Via First Class U.S. Mail and Email

March 19, 2024

Oak Ridge Commercial, LLC
105 NE 1st Street
Delray Beach, Florida 33444

PARCEL IDS: 3223-111-0002-000-9, 3225-122-0001-000-2, 3225-111-0002-000-5, 3225-111-0001-000-8, 3236-111-0001-000-2, 3225-334-0001-000-3, 3236-113-0001-000-7, 3236-412-0001-000-6, 3236-411-0001-000-3, 3236-444-0030-000-7, 3236-413-0001-000-9, 3236-443-0001-000-2, 3236-433-0001-000-1, 4201-123-0001-000-4, 3236-311-0021-010-5, 4201-111-0015-000-8, 3235-334-0001-000-4, 3235-112-0001-000-2, 3235-111-0001-000-9, 3226-433-0001-000-0

RE: Solaeris Community Development District ("District")
Notice of Hearings on Debt Assessments

Dear Property Owner:

In accordance with Chapters 170, 190 and 197, *Florida Statutes*, the District's Board of Supervisors ("**Board**") hereby provides notice of the following public hearings, and public meeting:

NOTICE OF PUBLIC HEARINGS	
DATE:	April 18, 2024
TIME:	11:15 a.m.
LOCATION:	Verano Social Clubhouse 10291 SW Visconti Way Port St. Lucie, Florida 34986

The purpose of the public hearings announced above is to consider the imposition of special assessments ("**Debt Assessments**"), and adoption of assessment rolls to secure proposed bonds, on certain benefited lands within the District, and, to provide for the levy, collection and enforcement of the Debt Assessments. The proposed bonds secured by the Debt Assessments are intended to finance certain public infrastructure improvements, including, but not limited to, stormwater management, water and sewer utilities, landscape, irrigation, lighting, and other infrastructure improvements (together, "**Project**"), benefitting certain lands within the District. The Project is described in more detail in the *Master Engineer's Report* ("**Engineer's Report**"). Specifically, the Project includes a Capital Improvement Plan to provide public infrastructure benefitting all lands within the District, as identified in the Engineer's Report. The Debt Assessments are proposed to be levied as one or more assessment liens and allocated to the benefitted lands within the District, as set forth in the *Master Special Assessment Methodology Report* ("**Assessment Report**"). Copies of the Engineer's Report and Assessment Report are attached hereto. As required by Chapters 170, 190 and 197, *Florida Statutes*, the Assessment Report, together with the Engineer's Report, describe in more detail the purpose of the Debt Assessments; the total amount to

be levied against each parcel of land within the District; the units of measurement to be applied against each parcel to determine the Debt Assessments; the number of such units contained within each parcel; and the total revenue the District will collect by the Debt Assessments. At the conclusion of the public hearings, the Board will, by resolution, levy and impose the Debt Assessments as finally approved by the Board. A special meeting of the District will also be held where the Board may consider any other business that may come before it.

NOTE: As part of the Project, the District may finance impact fee creditable improvements, and, additionally, impact fees may also be charged by the County against landowners. That said, the District will address any such impact fee creditable improvements as set forth in Resolution 2024-09, and to ensure that there is no double charging of lots for the same improvements.

The Debt Assessments constitute a lien against benefitted property located within the District just as do each year's property taxes. For the Debt Assessments, the District may elect to have the County Tax Collector collect the assessments, or alternatively may collect the assessments by sending out an annual bill. For delinquent assessments that were initially directly billed by the District, the District may initiate a foreclosure action or may place the delinquent assessments on the next year's county tax bill. IT IS IMPORTANT TO PAY YOUR ASSESSMENT BECAUSE FAILURE TO PAY WILL CAUSE A TAX CERTIFICATE TO BE ISSUED AGAINST THE PROPERTY WHICH MAY RESULT IN LOSS OF TITLE, OR FOR DIRECT BILLED ASSESSMENTS, MAY RESULT IN A FORECLOSURE ACTION, WHICH ALSO MAY RESULT IN A LOSS OF TITLE. The District's decision to collect assessments on the tax roll or by direct billing does not preclude the District from later electing to collect those or other assessments in a different manner at a future time.

The District is located entirely within St. Lucie County, Florida, and consists of approximately 2,174.32 +/- acres. The site is generally located south of the C-24 Canal and northwest of Glades Cut Off Road. A geographic depiction of the District is shown below. All lands within the District are expected to be improved in accordance with the reports identified above. A geographic description of the property to be assessed and the amount to be assessed to each piece or parcel of property may be ascertained at the "**District's Office**" located at c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (877) 276-0889. Also, a copy of the agendas and other documents referenced herein may be obtained from the District Office.

The public hearings and meeting are open to the public and will be conducted in accordance with Florida law. The public hearings and meeting may be continued to a date, time, and place to be specified on the record. There may be occasions when staff or board members may participate by speaker telephone. Any person requiring special accommodations because of a disability or physical impairment should contact the District Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

Please note that all affected property owners have the right to appear and comment at the public hearings and meeting, and may also file written objections with the District Office within twenty (20) days of issuance of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

If you have any questions, please do not hesitate to contact the District Office.

Sincerely,

Cindy Cerbone

Cindy Cerbone
District Manager

ATTACHMENTS: Engineer's Report and Assessment Report (with Legal Descriptions of Lands)

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

Via First Class U.S. Mail and Email

March 19, 2024

Oak Ridge Ranches, LLC
7735 S. Old Floral City Road
Floral City, Florida 34436

PARCEL IDS: 3223-111-0002-000-9, 3225-122-0001-000-2, 3225-111-0002-000-5, 3225-111-0001-000-8, 3236-111-0001-000-2, 3225-334-0001-000-3, 3236-113-0001-000-7, 3236-412-0001-000-6, 3236-411-0001-000-3, 3236-444-0030-000-7, 3236-413-0001-000-9, 3236-443-0001-000-2, 3236-433-0001-000-1, 4201-123-0001-000-4, 3236-311-0021-010-5, 4201-111-0015-000-8, 3235-334-0001-000-4, 3235-112-0001-000-2, 3235-111-0001-000-9, 3226-433-0001-000-0

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Sincerely,

Cindy Cerbone

Cindy Cerbone
District Manager

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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

Via First Class U.S. Mail and Email

March 19, 2024

Oak Ridge Ranches, LLC
14025 Riveredge Dr ste 175
Tampa, FL 33637

PARCEL IDS: 3223-111-0002-000-9, 3225-122-0001-000-2, 3225-111-0002-000-5, 3225-111-0001-000-8, 3236-111-0001-000-2, 3225-334-0001-000-3, 3236-113-0001-000-7, 3236-412-0001-000-6, 3236-411-0001-000-3, 3236-444-0030-000-7, 3236-413-0001-000-9, 3236-443-0001-000-2, 3236-433-0001-000-1, 4201-123-0001-000-4, 3236-311-0021-010-5, 4201-111-0015-000-8, 3235-334-0001-000-4, 3235-112-0001-000-2, 3235-111-0001-000-9, 3226-433-0001-000-0

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Sincerely,

Cindy Cerbone

Cindy Cerbone
District Manager

ATTACHMENTS: Engineer's Report and Assessment Report (with Legal Descriptions of Lands)

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Community Development District
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Phone: (561) 571-0010●Toll-free: (877) 276-0889●Fax: (561) 571-0013

Via First Class U.S. Mail and Email

March 19, 2024

Oak Ridge RESI Investments, LLC
105 NE 1st Street
Delray Beach, Florida 33444

PARCEL IDS: 3223-111-0002-000-9, 3225-122-0001-000-2, 3225-111-0002-000-5, 3225-111-0001-000-8, 3236-111-0001-000-2, 3225-334-0001-000-3, 3236-113-0001-000-7, 3236-412-0001-000-6, 3236-411-0001-000-3, 3236-444-0030-000-7, 3236-413-0001-000-9, 3236-443-0001-000-2, 3236-433-0001-000-1, 4201-123-0001-000-4, 3236-311-0021-010-5, 4201-111-0015-000-8, 3235-334-0001-000-4, 3235-112-0001-000-2, 3235-111-0001-000-9, 3226-433-0001-000-0

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Notice of Hearings on Debt Assessments

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TIME:	11:15 a.m.
LOCATION:	Verano Social Clubhouse 10291 SW Visconti Way Port St. Lucie, Florida 34986

The purpose of the public hearings announced above is to consider the imposition of special assessments ("**Debt Assessments**"), and adoption of assessment rolls to secure proposed bonds, on certain benefited lands within the District, and, to provide for the levy, collection and enforcement of the Debt Assessments. The proposed bonds secured by the Debt Assessments are intended to finance certain public infrastructure improvements, including, but not limited to, stormwater management, water and sewer utilities, landscape, irrigation, lighting, and other infrastructure improvements (together, "**Project**"), benefitting certain lands within the District. The Project is described in more detail in the *Master Engineer's Report* ("**Engineer's Report**"). Specifically, the Project includes a Capital Improvement Plan to provide public infrastructure benefitting all lands within the District, as identified in the Engineer's Report. The Debt Assessments are proposed to be levied as one or more assessment liens and allocated to the benefitted lands within the District, as set forth in the *Master Special Assessment Methodology Report* ("**Assessment Report**"). Copies of the Engineer's Report and Assessment Report are attached hereto. As required by Chapters 170, 190 and 197, *Florida Statutes*, the Assessment Report, together with the Engineer's Report, describe in more detail the purpose of the Debt Assessments; the total amount to

be levied against each parcel of land within the District; the units of measurement to be applied against each parcel to determine the Debt Assessments; the number of such units contained within each parcel; and the total revenue the District will collect by the Debt Assessments. At the conclusion of the public hearings, the Board will, by resolution, levy and impose the Debt Assessments as finally approved by the Board. A special meeting of the District will also be held where the Board may consider any other business that may come before it.

NOTE: As part of the Project, the District may finance impact fee creditable improvements, and, additionally, impact fees may also be charged by the County against landowners. That said, the District will address any such impact fee creditable improvements as set forth in Resolution 2024-09, and to ensure that there is no double charging of lots for the same improvements.

The Debt Assessments constitute a lien against benefitted property located within the District just as do each year's property taxes. For the Debt Assessments, the District may elect to have the County Tax Collector collect the assessments, or alternatively may collect the assessments by sending out an annual bill. For delinquent assessments that were initially directly billed by the District, the District may initiate a foreclosure action or may place the delinquent assessments on the next year's county tax bill. IT IS IMPORTANT TO PAY YOUR ASSESSMENT BECAUSE FAILURE TO PAY WILL CAUSE A TAX CERTIFICATE TO BE ISSUED AGAINST THE PROPERTY WHICH MAY RESULT IN LOSS OF TITLE, OR FOR DIRECT BILLED ASSESSMENTS, MAY RESULT IN A FORECLOSURE ACTION, WHICH ALSO MAY RESULT IN A LOSS OF TITLE. The District's decision to collect assessments on the tax roll or by direct billing does not preclude the District from later electing to collect those or other assessments in a different manner at a future time.

The District is located entirely within St. Lucie County, Florida, and consists of approximately 2,174.32 +/- acres. The site is generally located south of the C-24 Canal and northwest of Glades Cut Off Road. A geographic depiction of the District is shown below. All lands within the District are expected to be improved in accordance with the reports identified above. A geographic description of the property to be assessed and the amount to be assessed to each piece or parcel of property may be ascertained at the "**District's Office**" located at c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (877) 276-0889. Also, a copy of the agendas and other documents referenced herein may be obtained from the District Office.

The public hearings and meeting are open to the public and will be conducted in accordance with Florida law. The public hearings and meeting may be continued to a date, time, and place to be specified on the record. There may be occasions when staff or board members may participate by speaker telephone. Any person requiring special accommodations because of a disability or physical impairment should contact the District Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

Please note that all affected property owners have the right to appear and comment at the public hearings and meeting, and may also file written objections with the District Office within twenty (20) days of issuance of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

If you have any questions, please do not hesitate to contact the District Office.

Sincerely,

Cindy Cerbone

Cindy Cerbone
District Manager

ATTACHMENTS: Engineer's Report and Assessment Report (with Legal Descriptions of Lands)

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:

Internal Spine Road

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.

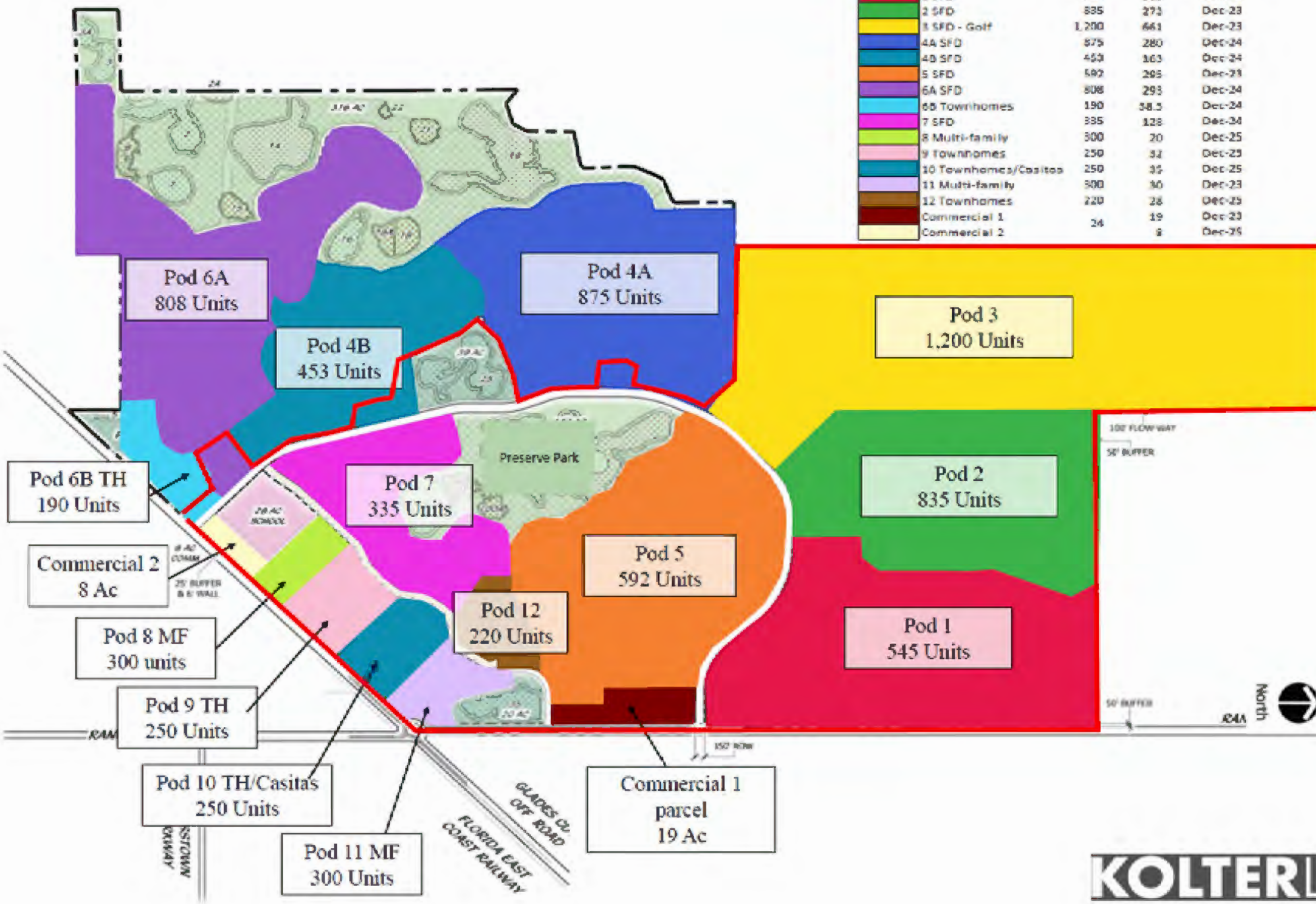
The CIP will be owned by the District or other governmental units and such CIP is intended to be available and will reasonably be available for use by the general public (either by being part of a system of improvements that is available to the general public or is otherwise available to the general 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

KOLTER

THOMAS ENGINEERING GROUP

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	CITY PSL
Rangeline Road (4-lane expansion from Crosstown to Glades)		$5,598,151	$2,901,849	8,500,000	COUNTY
Glades/Rangeline Intersection (signalized intersection)		$2,963,727	$1,536,273	4,500,000	COUNTY
Rangeline Road (2-lane expansion, north of Glades intersection)		$4,873,684	$2,526,316	7,400,000	COUNTY
Glades Road Improvement (from Glades/Rangeline Intersection SW to property line, 4-lane expansion)		$6,388,478	$3,311,522	9,700,000	COUNTY
Glades Rd Improvement - (from Glades/Rangeline Intersection NE towards I-95, 4-lane expansion)		$9,549,787	$4,950,213	14,500,000	COUNTY
Contingency 10%		$3,661,849	$1,898,151	$5,560,000	
TOTAL COSTS OF OFFSITE IMPROVEMENTS (Impact Fee Creditable Amount = $61,160,000)		$40,280,341	$20,879,659	**$61,160,000**	CITY/COUNTY

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

Master Special Assessment
Methodology Report

March 14, 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 March 14, 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, and is planned for 4,630 single family units. 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"), as well as various pod developers. 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 7,030 residential 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, in one or more series (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 of each series 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 funding debt service reserve accounts, and paying 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 7,030 residential 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, pursuant to the provisions of Section 5.3 below, 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 on an equal per residential unit basis. Table 4 in the *Appendix* shows the number of residential units planned for the District.

Tables 5A, 5B, and 5C in the *Appendix* present the apportionment of the assessment associated with funding the District's CIP (the "Bond Assessments"). Tables 5A, 5B, and 5C also present 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, and prior to the boundary amendment, 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. (NOTE: Additional Bond Assessments will be levied on the boundary amendment parcels, after completion of that amendment.)

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 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 residential units 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 residential units ultimately actually platted. This total Bond Assessment is allocated to the Transferred Property at the time of the sale. If the Transferred Property is sold again and further 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

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 residential units 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 residential units (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 within the District has more than the anticipated residential units (and Bond Assessments) such that the Remaining Unplatted Developable Lands would be assigned fewer residential units (and Bond Assessments) than originally contemplated in 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 within the District has fewer than the anticipated residential units (and Bond Assessments) such that the Remaining Unplatted Developable Lands would have to be assigned more residential units (and Bond Assessments) in order to fully assign all of the residential units originally contemplated in 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 residential units (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

Master Lien – 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.

System of Improvements - 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 master 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. By way of example, if the first bond issuance finances a particular "master" road that arguably benefits the entire project, but debt assessments to secure the first bond issuance are only placed on certain development pods, that is still fair and reasonable as long as the debt assessments are within the maximum benefit allocations for the overall Capital Improvement Plan.

Contributions - 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.

New Unit Types - As noted herein, this report identifies the anticipated product types for the development, and associates particular residential units. If new product types are identified in the course of development, such as commercial units, the District's Assessment Consultant shall determine an allocation method for that product type and supplement this report accordingly.

5.9 Impact Fee Creditable Improvements

As part of any bond issue, the District may finance impact fee creditable improvements.

In that event, the Developer will agree to provide to the District any proceeds from the credits, and at the time of closing on any lots with builders and/or pod developers. The proceeds will be placed in the applicable acquisition and construction account for the bonds, and will be used to fund non-impact fee creditable improvements. In doing so, landowners within the District would receive sufficient benefit to support the Bond Assessments because, while the landowners would pay debt assessments and possibly impact fees too, the landowners would also receive the benefit of the impact-fee creditable improvements as well as non-impact fee creditable improvements, the latter in an amount equal to at least the equivalent benefit from the available impact fee credits.

In connection with any bond issue that may potentially finance impact fee creditable improvements, the District will adopt a supplemental assessment methodology report that specifically addresses (A) the portion of the assessment lien that would be used to secure repayment of the bonds, and (B) the portion of the assessment lien that would be used to secure the obligation to credit landowners with impact fee credit proceeds. The first portion of the lien will be used to secure the repayment of bonds. The second portion of the lien is effectively "inchoate," and represents a part of the master lien established under this Master Report that could be used to secure additional Bonds, if the District were not receiving impact fee credits and using that money to pay for non-impact fee creditable portions of a project. It also serves as a mechanism by which the District can track the collection of impact fee credit proceeds, and ensure that landowners within the District receive the benefit of such credits. The District Manager shall separately account for each portion of the lien, and shall credit the respective portions of each landowners' individual lien amounts with debt assessment payments (for the first portion of the lien) as well as impact fee credit proceeds (for the second portion of the lien).

That said, the Bond Assessment for any particular bond series would be in the par amount of the bonds (plus interest) to secure the repayment of the bond series plus the amount of impact fee creditable improvements financed from the bonds to secure the obligation to credit landowners with impact fee credit proceeds. Again, and to avoid a double charge against homeowners, this latter amount that is part of the master lien imposed under this Master Report would not be collected by the District as a debt assessment, but instead would be reduced as impact fee credit monies are received and used to fund non-impact fee creditable improvements.

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
Residential Units	4,630	2,400	7,030
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
Residential Units	7,030	1.00	7030.00
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 5A

Solaeris

Community Development District

Bond Assessments Apportionment

Product Type	Existing Boundary Units	Total Cost Allocation*	Total Bond Assessments Apportionment	Bond Assessments Apportionment per Unit	Annual Debt Service Payment per Unit**
Residential Units	4,630	$313,721,845.12	$435,473,563.30	$94,054.77	$8,983.49
Total	**4,630**	**$313,721,845.12**	**$435,473,563.30**		

Product Type	Existing Boundary Units	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
*** 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.

Table 5B

Solaeris

Community Development District

Bond Assessments Apportionment

Product Type	Boundary Amendment Units	Total Cost Allocation*	Total Bond Assessments Apportionment	Bond Assessments Apportionment per Unit	Annual Debt Service Payment per Unit**
Residential Units	2,400	$162,620,394.88	$225,731,436.70	$94,054.77	$8,983.49
Total	**2,400**	**$162,620,394.88**	**$225,731,436.70**		

Product Type	Boundary Amendment Units	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
*** 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.

Table 5C

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**
Residential Units	7,030	$476,342,240.00	$661,205,000.00	$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.

NOTE: The debt assessment lien is being placed on property described in the attached legal description. For notice purposes, here are the potentially applicable County Property Appraiser parcels, and property owners, developers/potential property owners, and developers that will be included on a mailing list related to debt assessments:

Oak Ridge Ranches, LLC
Oak Ridge RESI Investments, LLC
Oak Ridge Commercial, LLC
105 NE 1st Street
Delray Beach, Florida 33444
-and-
7735 S. Old Floral City Road
Floral City, Florida 34436

PARCEL IDS: 3223-111-0002-000-9, 3225-122-0001-000-2, 3225-111-0002-000-5, 3225-111-0001-000-8, 3236-111-0001-000-2, 3225-334-0001-000-3, 3236-113-0001-000-7, 3236-412-0001-000-6, 3236-411-0001-000-3, 3236-444-0030-000-7, 3236-413-0001-000-9, 3236-443-0001-000-2, 3236-433-0001-000-1, 4201-123-0001-000-4, 3236-311-0021-010-5, 4201-111-0015-000-8, 3235-334-0001-000-4, 3235-112-0001-000-2, 3235-111-0001-000-9, 3226-433-0001-000-0

EXHIBIT A – Assessment Roll

The Bond Assessments in the amount of $435,473,563.30 are hereby levied on the following properties within the District:

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 4948.78 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 88°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		

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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:				
N/A	T. C. MULLIN				SKETCH AND LEGAL DESCRIPTION OF CDD PARCEL FOR OAK RIDGE RANCHES, LLC
JOB NUMBER	APPROVED BY:				
A 15-015.F	G. P. WILLIAMS				
SHEET:	DATE:				
2 OF 7	05/23/2022	BY:	DATE:	REVISIONS	

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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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. THE LANDS SHOWN HEREON WERE NOT ABSTRACTED BY THIS FIRM FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD THAT MAY AFFECT THE SUBJECT SITE.
5. BEARING AND DISTANCES SHOWN HEREON ARE GRID, NORTH AMERICAN DATUM OF 1983 / 2011 ADJUSTMENT (NAD 83/2011), 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.

Gary P. Williams Digitally signed by Gary P. Williams
Date: 2022.05.25 14:31:05 -04'00'

BY:______________________________

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

THIS IS NOT A BOUNDARY SURVEY

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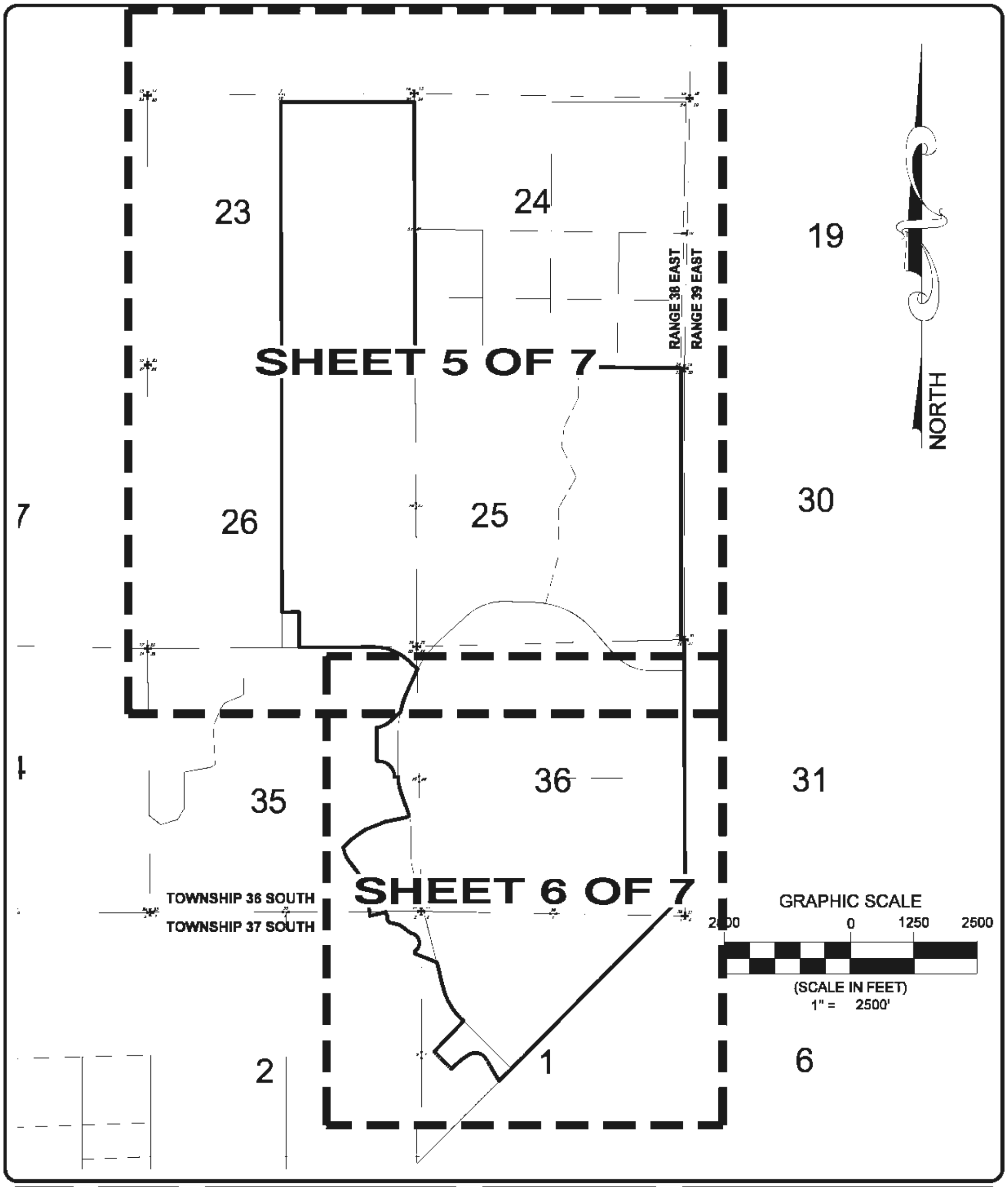

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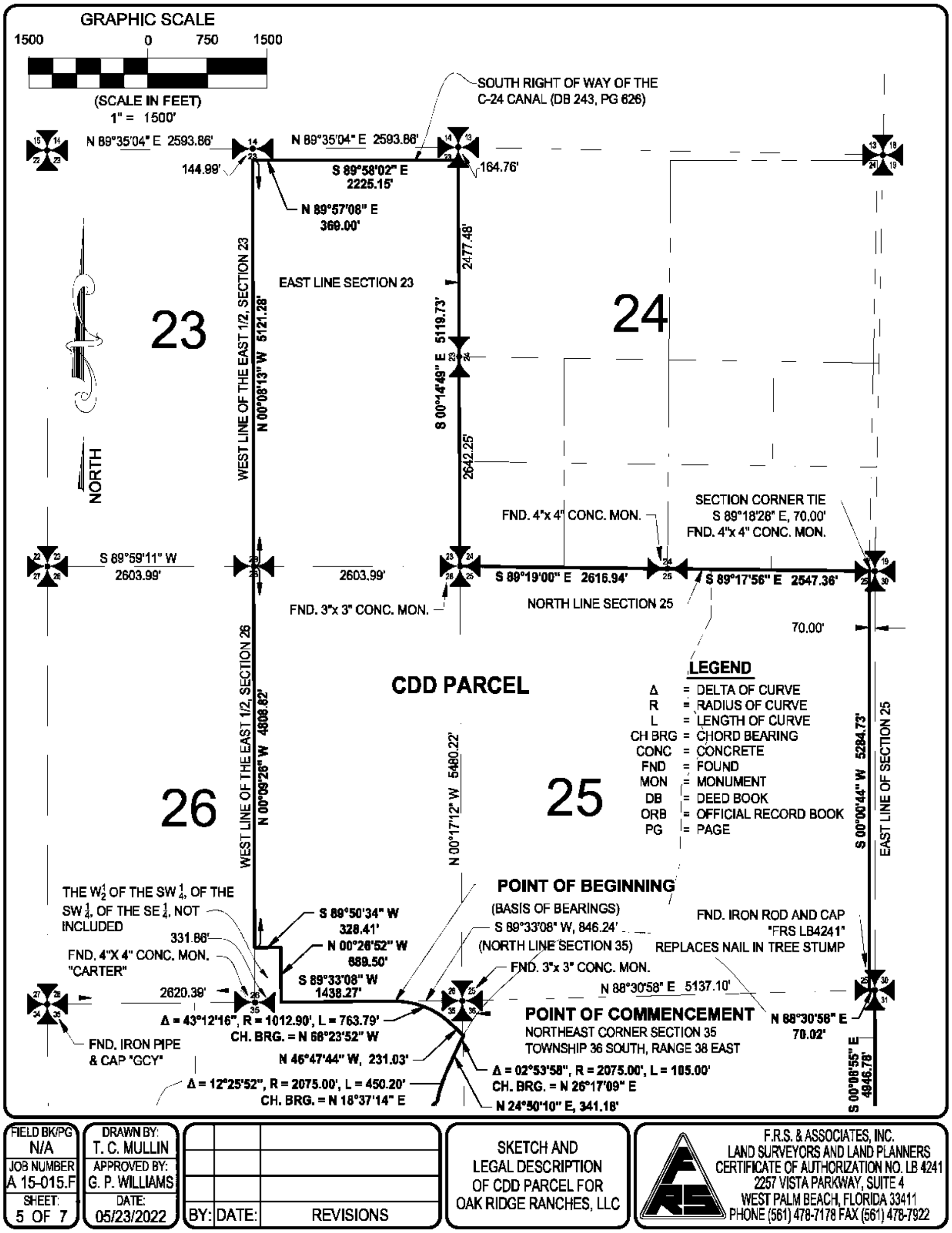

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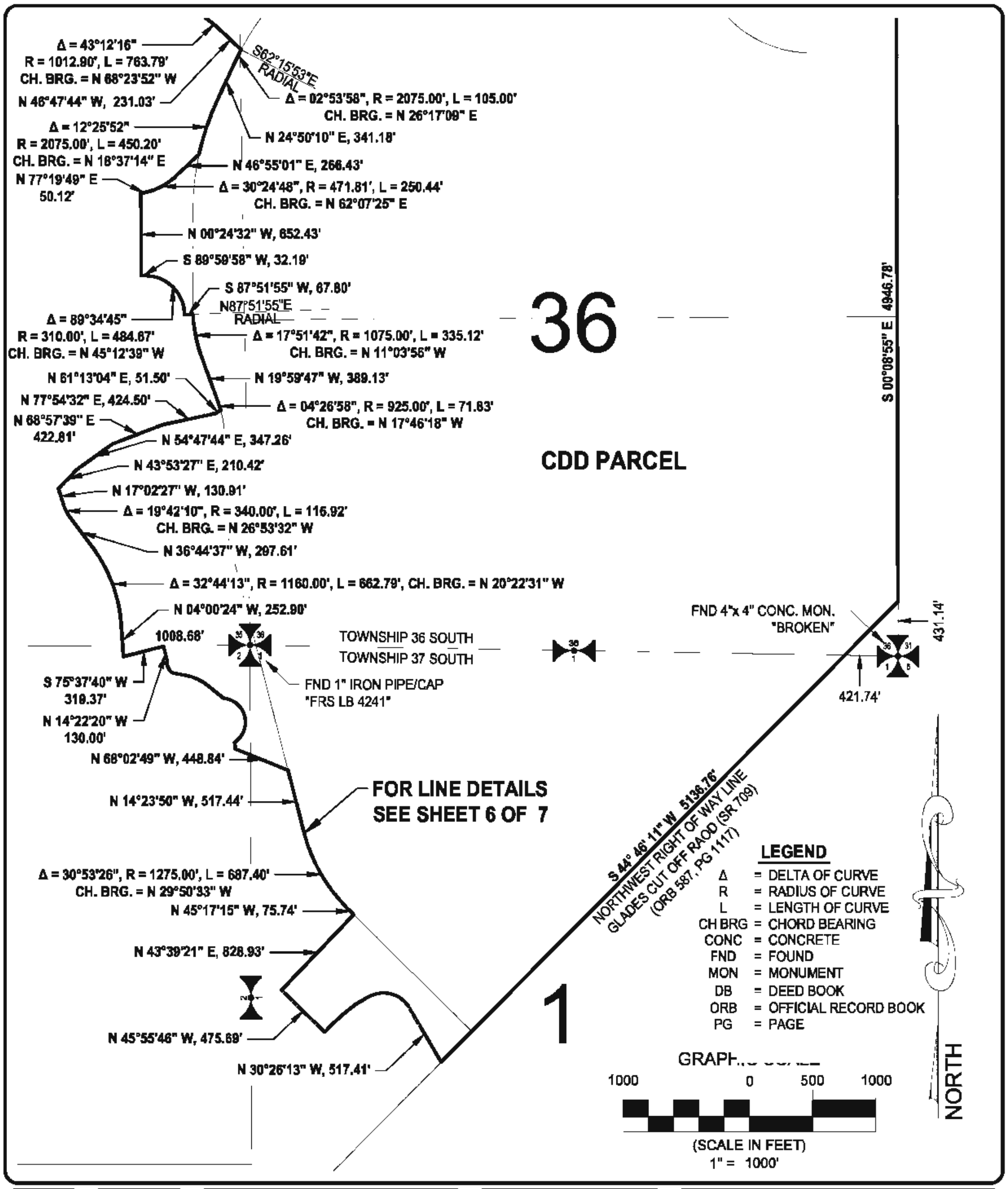

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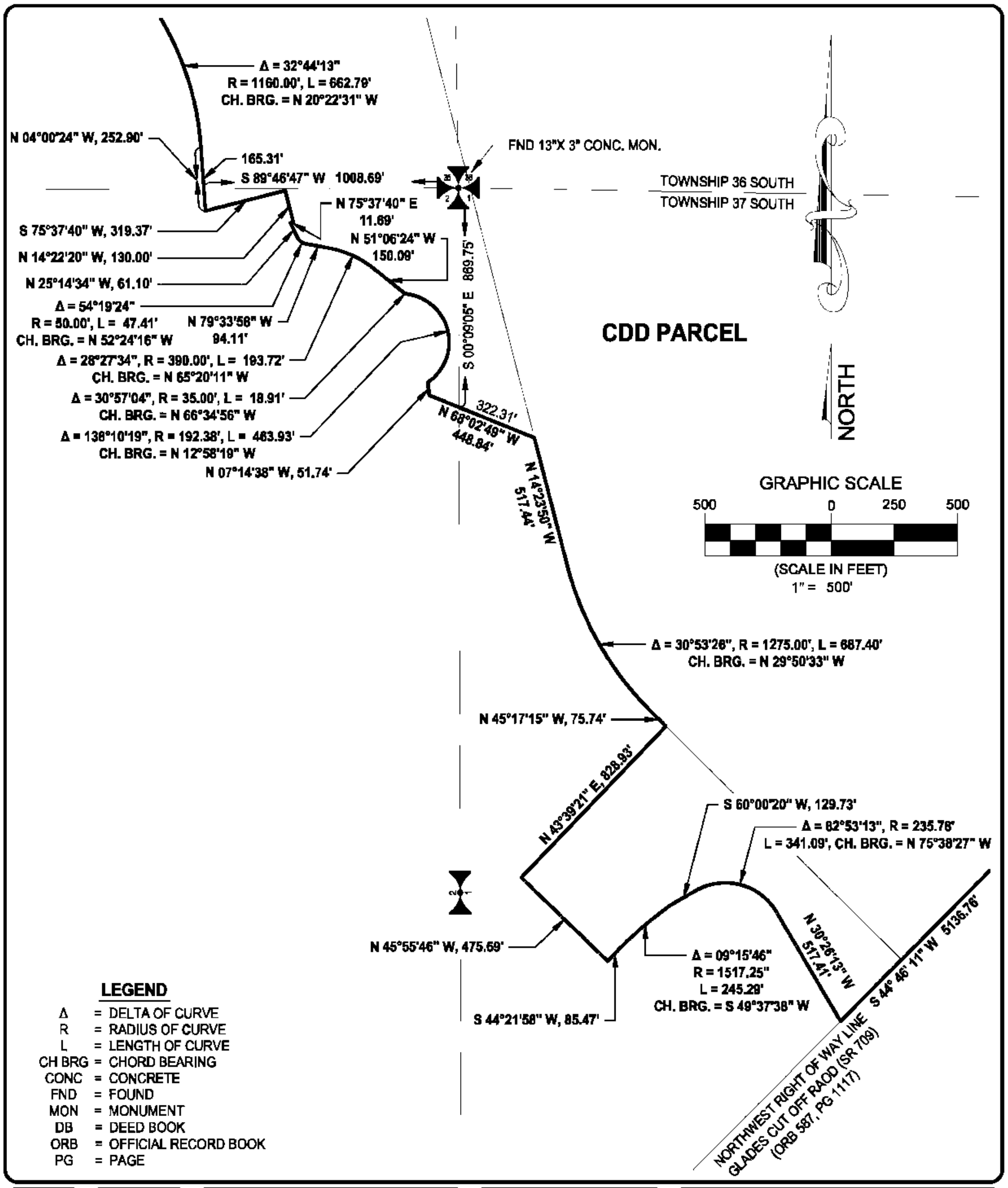

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SHEET:	DATE:
7 OF 7	05/23/2022

BY:	DATE:	REVISIONS

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

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SOLAERIS

COMMUNITY DEVELOPMENT DISTRICT

4C

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

March 14, 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:

Internal Spine Road

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 on-site 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.

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. 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

Digitally signed by Brandon Ulmer
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Date: 2024.03.06 17:10:01 -05'00'

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

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

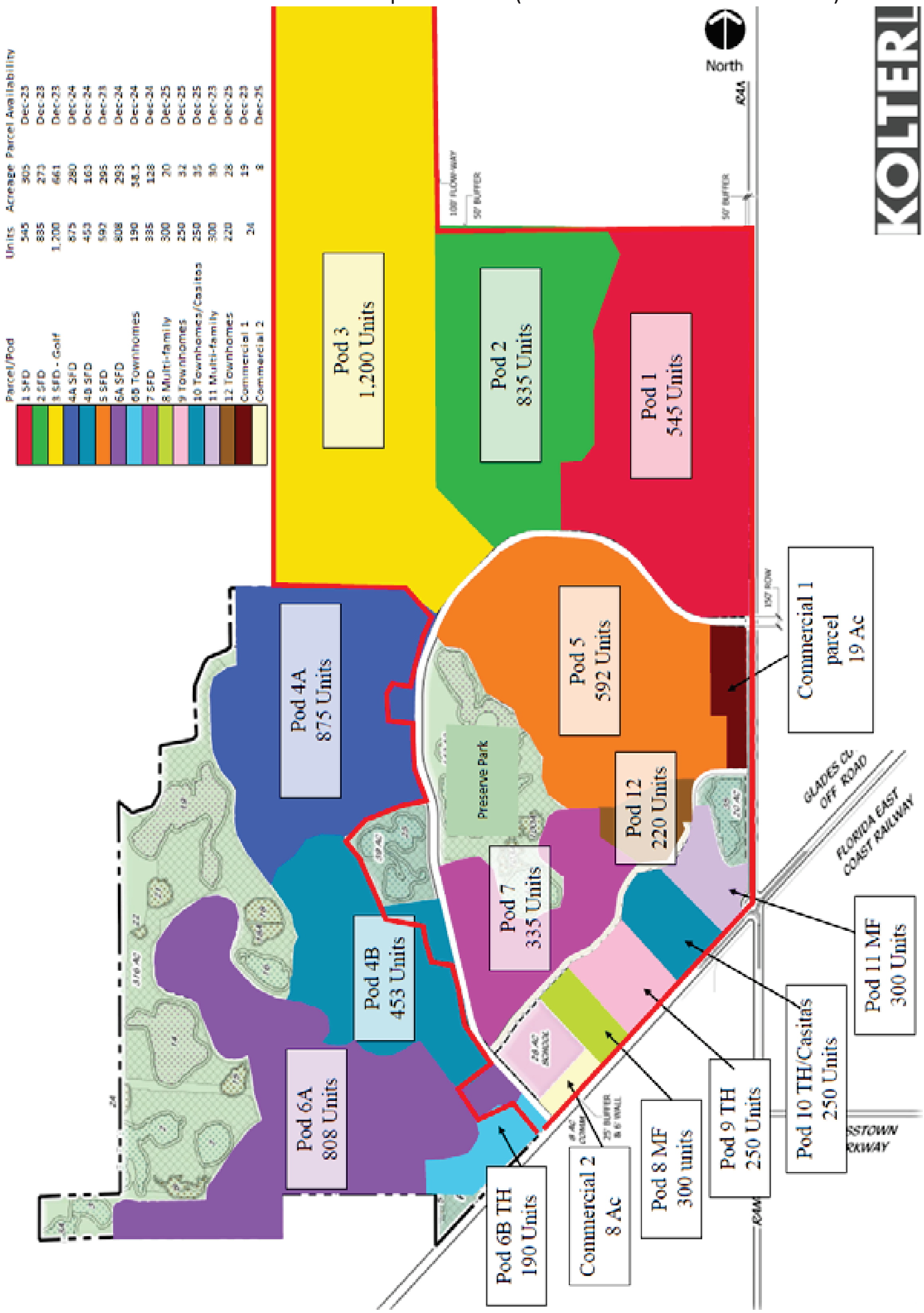

Exhibit B – Solaeris Cost Estimate

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**	
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	City
Rangeline Road (4-lane expansion from Crosstown to Glades)		$5,598,151	$2,901,849	8,500,000	County
Glades/Rangeline Intersection (signalized intersection)		$2,963,727	$1,536,273	4,500,000	County
Rangeline Road (2-lane expansion, north of Glades intersection)		$4,873,684	$2,526,316	7,400,000	County
Glades Road Improvement (from Glades/Rangeline Intersection SW to property line, 4-lane expansion)		$6,388,478	$3,311,522	9,700,000	County
Glades Rd Improvement - (from Glades/Rangeline Intersection NE towards I-95, 4-lane expansion)		$9,549,787	$4,950,213	14,500,000	County
Contingency 10%		$3,661,849	$1,898,151	$5,560,000	**As above**
TOTAL COSTS OF OFFSITE IMPROVEMENTS (Impact Fee Creditable Amount = $61,160,000)		$40,280,341	$20,879,659	**$61,160,000**	**As above**

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**	**n/a**
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**	
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

4D

SOLAERIS
COMMUNITY DEVELOPMENT DISTRICT

Master Special Assessment
Methodology Report

March 14, 2024

Provided by:

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Boca Raton, FL 33431
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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 March 14, 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, and is planned for 4,630 single family units. 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"), as well as various pod developers. 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 7,030 residential 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, in one or more series (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 of each series 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 funding debt service reserve accounts, and paying 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 7,030 residential 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, pursuant to the provisions of Section 5.3 below, 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 on an equal per residential unit basis. Table 4 in the *Appendix* shows the number of residential units planned for the District.

Tables 5A, 5B, and 5C in the *Appendix* present the apportionment of the assessment associated with funding the District's CIP (the "Bond Assessments"). Tables 5A, 5B, and 5C also present 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, and prior to the boundary amendment, 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. (NOTE: Additional Bond Assessments will be levied on the boundary amendment parcels, after completion of that amendment.)

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 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 residential units 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 residential units ultimately actually platted. This total Bond Assessment is allocated to the Transferred Property at the time of the sale. If the Transferred Property is sold again and further 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

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 residential units 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 residential units (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 within the District has more than the anticipated residential units (and Bond Assessments) such that the Remaining Unplatted Developable Lands would be assigned fewer residential units (and Bond Assessments) than originally contemplated in 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 within the District has fewer than the anticipated residential units (and Bond Assessments) such that the Remaining Unplatted Developable Lands would have to be assigned more residential units (and Bond Assessments) in order to fully assign all of the residential units originally contemplated in 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 residential units (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

Master Lien – 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.

System of Improvements - 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 master 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. By way of example, if the first bond issuance finances a particular "master" road that arguably benefits the entire project, but debt assessments to secure the first bond issuance are only placed on certain development pods, that is still fair and reasonable as long as the debt assessments are within the maximum benefit allocations for the overall Capital Improvement Plan.

Contributions - 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.

New Unit Types - As noted herein, this report identifies the anticipated product types for the development, and associates particular residential units. If new product types are identified in the course of development, such as commercial units, the District's Assessment Consultant shall determine an allocation method for that product type and supplement this report accordingly.

5.9 Impact Fee Creditable Improvements

As part of any bond issue, the District may finance impact fee creditable improvements.

In that event, the Developer will agree to provide to the District any proceeds from the credits, and at the time of closing on any lots with builders and/or pod developers. The proceeds will be placed in the applicable acquisition and construction account for the bonds, and will be used to fund non-impact fee creditable improvements. In doing so, landowners within the District would receive sufficient benefit to support the Bond Assessments because, while the landowners would pay debt assessments and possibly impact fees too, the landowners would also receive the benefit of the impact-fee creditable improvements as well as non-impact fee creditable improvements, the latter in an amount equal to at least the equivalent benefit from the available impact fee credits.

In connection with any bond issue that may potentially finance impact fee creditable improvements, the District will adopt a supplemental assessment methodology report that specifically addresses (A) the portion of the assessment lien that would be used to secure repayment of the bonds, and (B) the portion of the assessment lien that would be used to secure the obligation to credit landowners with impact fee credit proceeds. The first portion of the lien will be used to secure the repayment of bonds. The second portion of the lien is effectively "inchoate," and represents a part of the master lien established under this Master Report that could be used to secure additional Bonds, if the District were not receiving impact fee credits and using that money to pay for non-impact fee creditable portions of a project. It also serves as a mechanism by which the District can track the collection of impact fee credit proceeds, and ensure that landowners within the District receive the benefit of such credits. The District Manager shall separately account for each portion of the lien, and shall credit the respective portions of each landowners' individual lien amounts with debt assessment payments (for the first portion of the lien) as well as impact fee credit proceeds (for the second portion of the lien).

That said, the Bond Assessment for any particular bond series would be in the par amount of the bonds (plus interest) to secure the repayment of the bond series plus the amount of impact fee creditable improvements financed from the bonds to secure the obligation to credit landowners with impact fee credit proceeds. Again, and to avoid a double charge against homeowners, this latter amount that is part of the master lien imposed under this Master Report would not be collected by the District as a debt assessment, but instead would be reduced as impact fee credit monies are received and used to fund non-impact fee creditable improvements.

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
Residential Units	4,630	2,400	7,030
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
Residential Units	7,030	1.00	7030.00
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 5A

Solaeris

Community Development District

Bond Assessments Apportionment

Product Type	Existing Boundary Units	Total Cost Allocation*	Total Bond Assessments Apportionment	Bond Assessments Apportionment per Unit	Annual Debt Service Payment per Unit**
Residential Units	4,630	$313,721,845.12	$435,473,563.30	$94,054.77	$8,983.49
Total	**4,630**	**$313,721,845.12**	**$435,473,563.30**		

Product Type	Existing Boundary Units	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
*** 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.

Table 5B

Solaeris

Community Development District

Bond Assessments Apportionment

Product Type	Boundary Amendment Units	Total Cost Allocation*	Total Bond Assessments Apportionment	Bond Assessments Apportionment per Unit	Annual Debt Service Payment per Unit**
Residential Units	2,400	$162,620,394.88	$225,731,436.70	$94,054.77	$8,983.49
Total	**2,400**	**$162,620,394.88**	**$225,731,436.70**		

Product Type	Boundary Amendment Units	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
*** 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.

Table 5C

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**
Residential Units	7,030	$476,342,240.00	$661,205,000.00	$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.

NOTE: The debt assessment lien is being placed on property described in the attached legal description. For notice purposes, here are the potentially applicable County Property Appraiser parcels, and property owners, developers/potential property owners, and developers that will be included on a mailing list related to debt assessments:

Oak Ridge Ranches, LLC
Oak Ridge RESI Investments, LLC
Oak Ridge Commercial, LLC
105 NE 1st Street
Delray Beach, Florida 33444
-and-
7735 S. Old Floral City Road
Floral City, Florida 34436

PARCEL IDS: 3223-111-0002-000-9, 3225-122-0001-000-2, 3225-111-0002-000-5, 3225-111-0001-000-8, 3236-111-0001-000-2, 3225-334-0001-000-3, 3236-113-0001-000-7, 3236-412-0001-000-6, 3236-411-0001-000-3, 3236-444-0030-000-7, 3236-413-0001-000-9, 3236-443-0001-000-2, 3236-433-0001-000-1, 4201-123-0001-000-4, 3236-311-0021-010-5, 4201-111-0015-000-8, 3235-334-0001-000-4, 3235-112-0001-000-2, 3235-111-0001-000-9, 3226-433-0001-000-0

EXHIBIT A – Assessment Roll

The Bond Assessments in the amount of $435,473,563.30 are hereby levied on the following properties within the District:

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 (½) OF THE SOUTHWEST ONE QUARTER (¼) OF THE SOUTHWEST ONE QUARTER (¼) OF THE SOUTHEAST ONE QUARTER (¼) 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 (½) OF THE SOUTHWEST QUARTER (¼) OF THE SOUTHWEST QUARTER (¼) OF THE SOUTHEAST QUARTER (¼) 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 (½) 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 (½) 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 4948.78 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 88°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		

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

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:				
N/A	T. C. MULLIN				SKETCH AND LEGAL DESCRIPTION OF CDD PARCEL FOR OAK RIDGE RANCHES, LLC
JOB NUMBER	APPROVED BY:				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
A 15-015.F	G. P. WILLIAMS				
SHEET:	DATE:				
2 OF 7	05/23/2022	BY:	DATE:	REVISIONS	

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

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. THE LANDS SHOWN HEREON WERE NOT ABSTRACTED BY THIS FIRM FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD THAT MAY AFFECT THE SUBJECT SITE.
5. BEARING AND DISTANCES SHOWN HEREON ARE GRID, NORTH AMERICAN DATUM OF 1983 / 2011 ADJUSTMENT (NAD 83/2011), 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 Digitally signed by Gary P. Williams Date: 2022.05.25 14:31:05 -04'00'

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 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: 3 OF 7	DATE: 05/23/2022	BY:	DATE:	REVISIONS		

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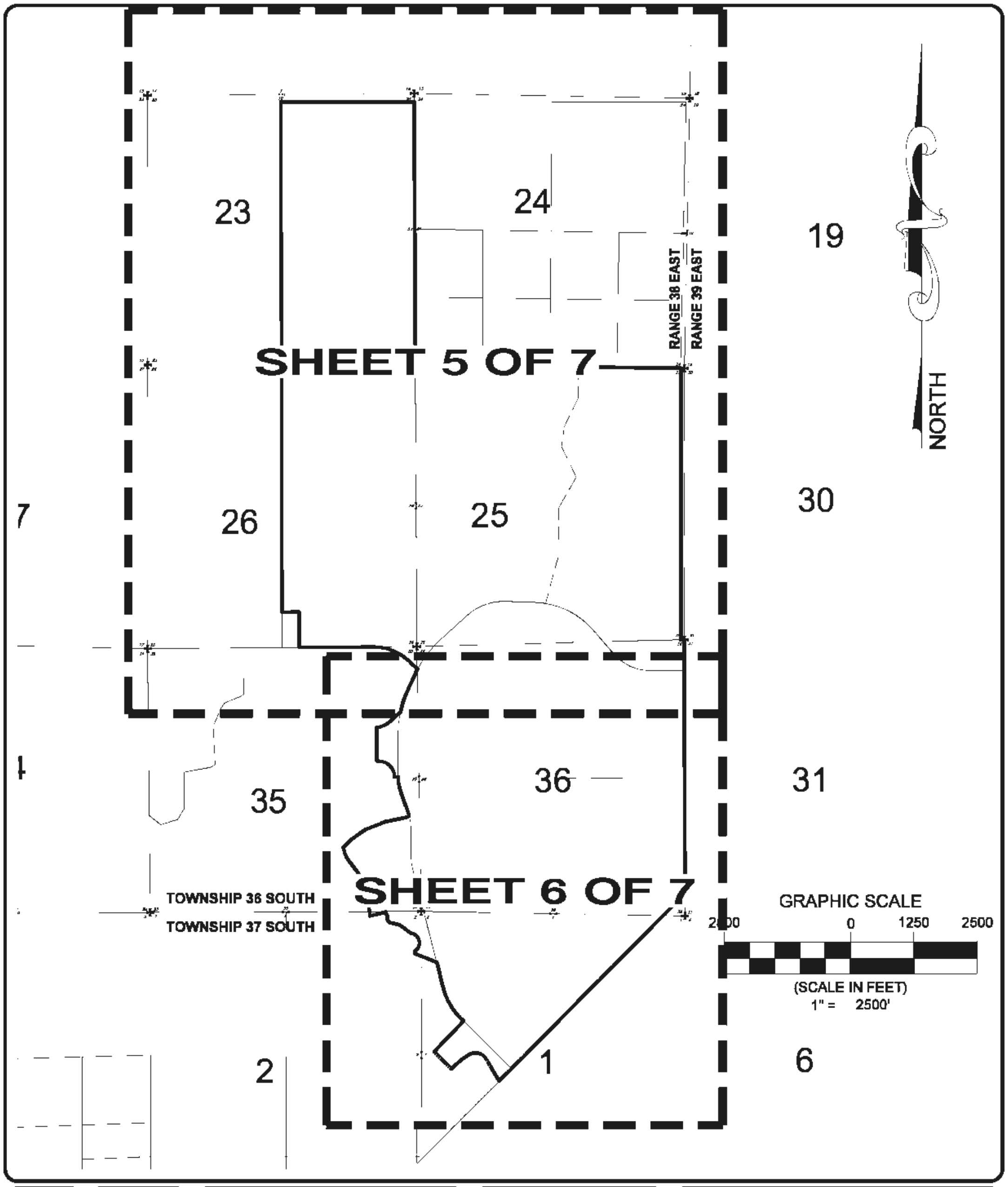

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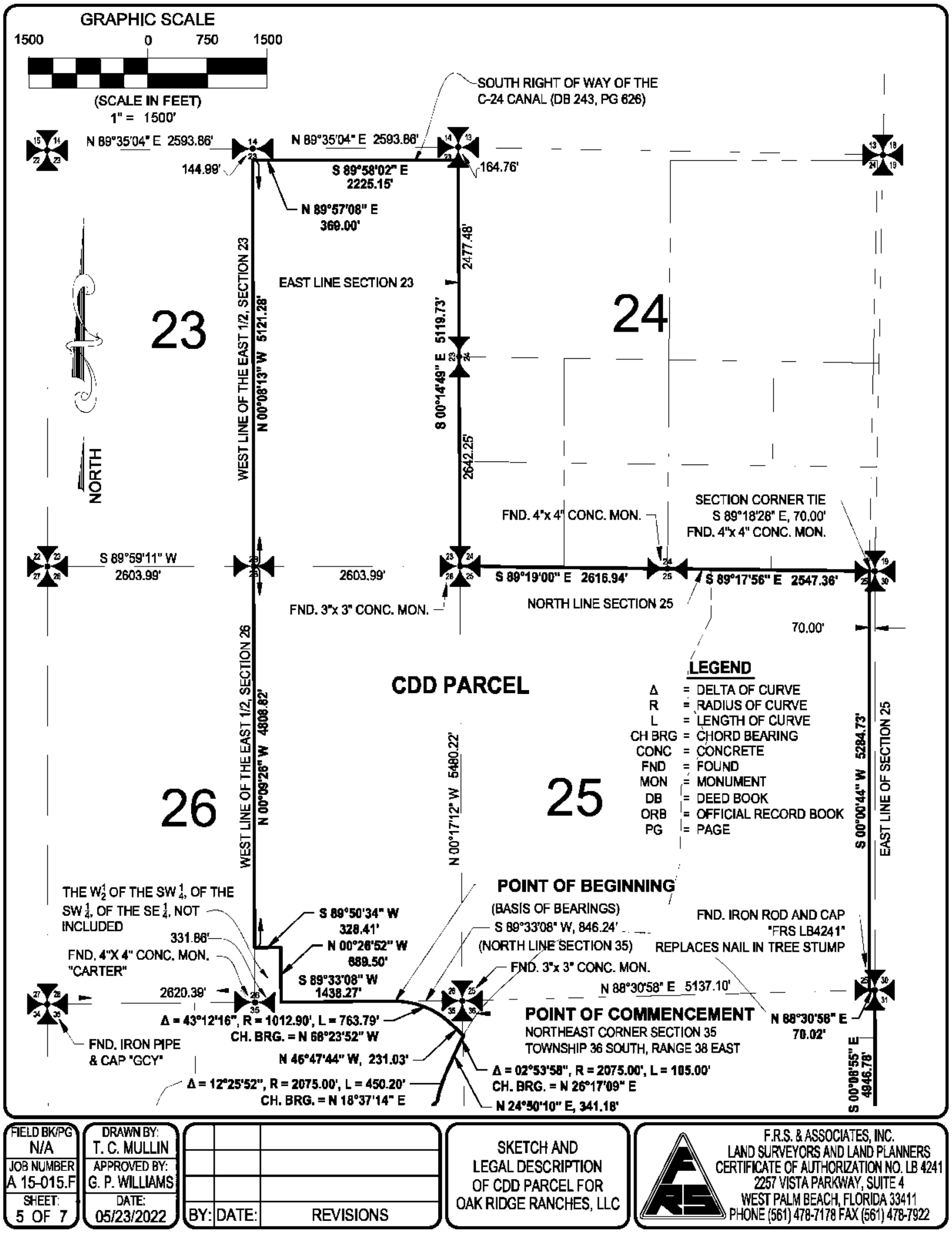

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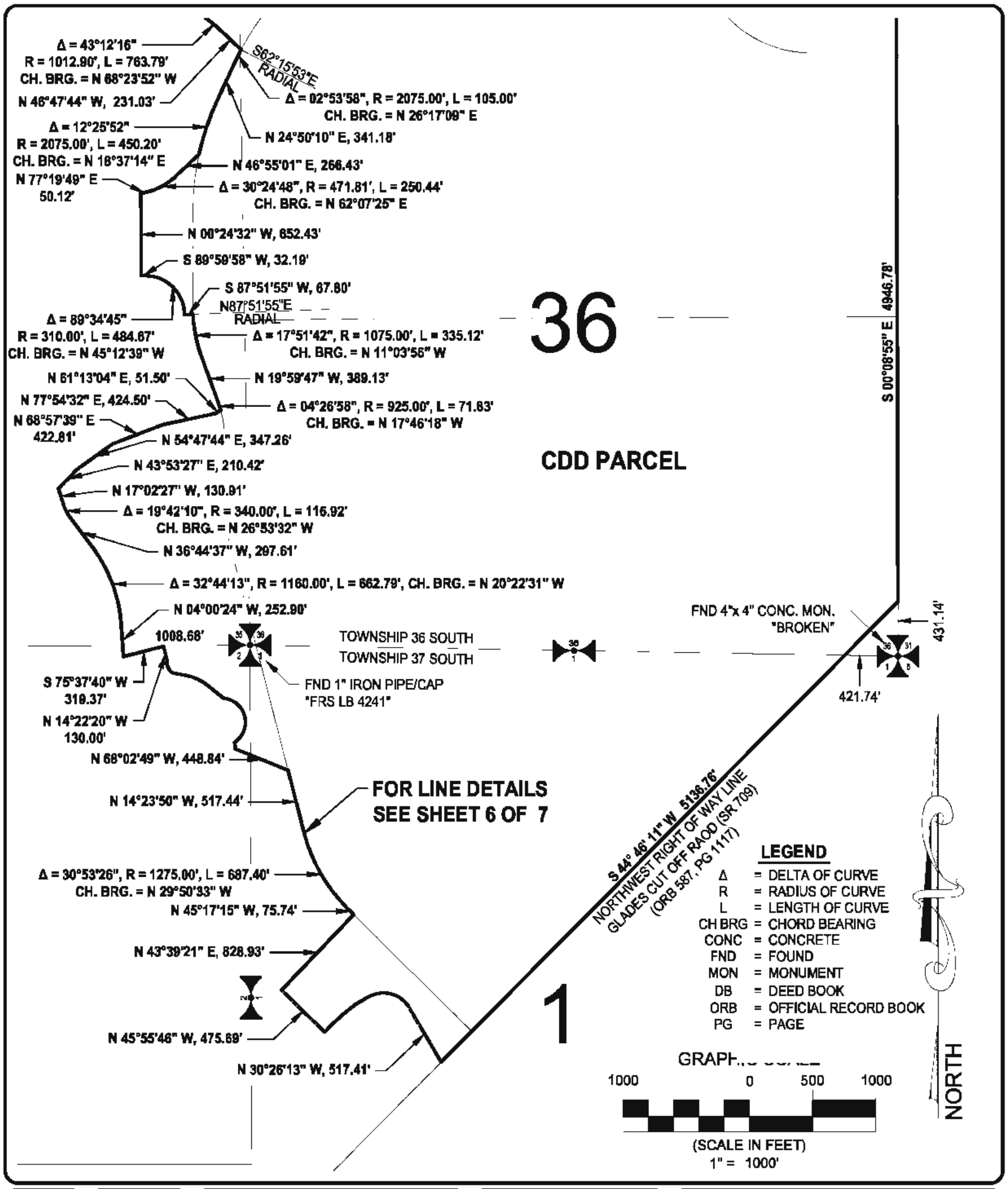

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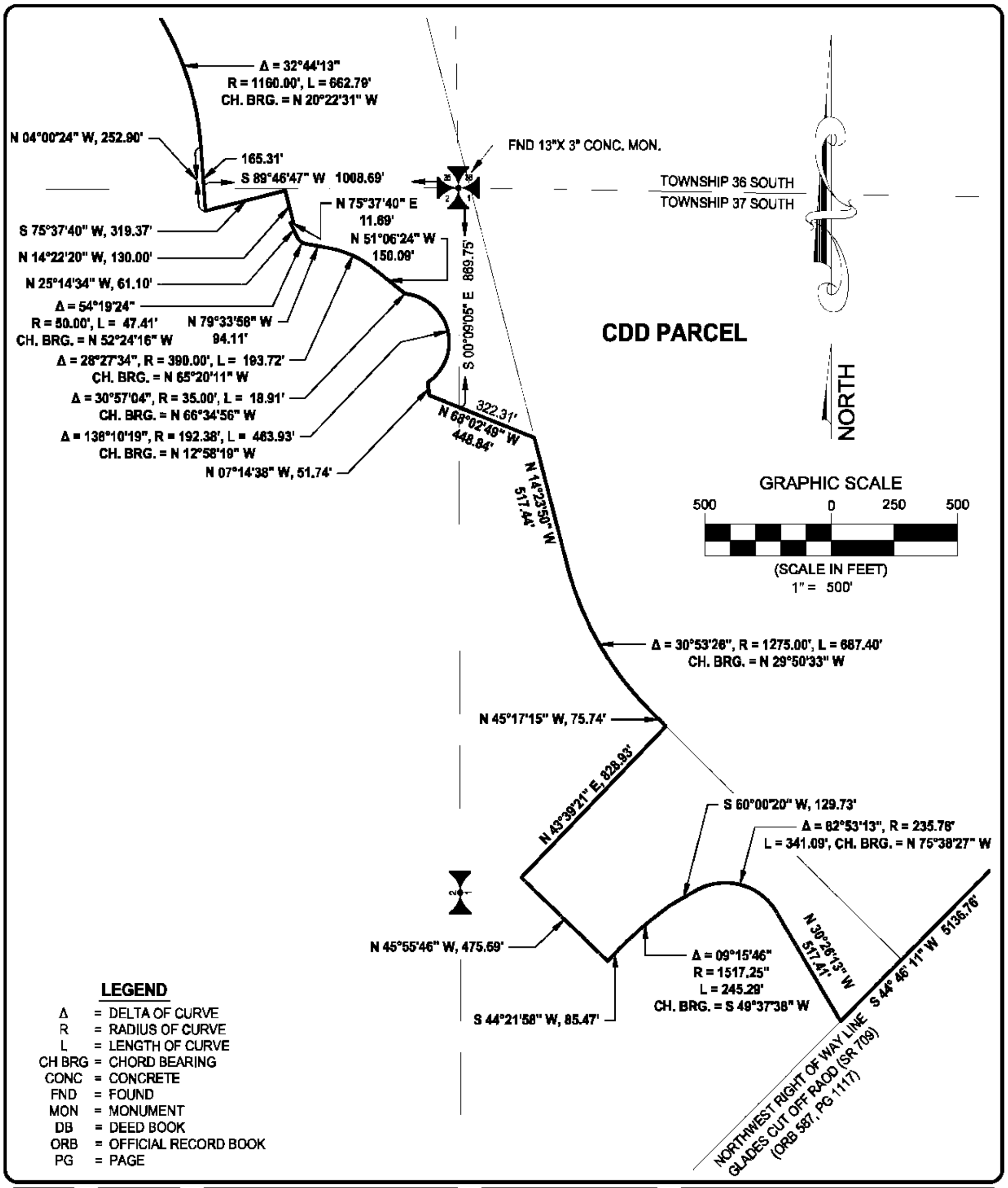

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N/A	T. C. MULLIN			
JOB NUMBER	APPROVED BY:			
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SHEET:	DATE:			
7 OF 7	05/23/2022	BY:	DATE:	REVISIONS

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
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SOLAERIS
COMMUNITY DEVELOPMENT DISTRICT

4E

RESOLUTION 2024-12

[SECTION 170.08, F.S. DEBT ASSESSMENT RESOLUTION FOR SOLAERIS CDD – ORIGINAL CDD BOUNDARY]

A RESOLUTION MAKING CERTAIN FINDINGS; AUTHORIZING A CAPITAL IMPROVEMENT PLAN; ADOPTING AN ENGINEER'S REPORT; PROVIDING AN ESTIMATED COST OF IMPROVEMENTS; ADOPTING AN ASSESSMENT REPORT; EQUALIZING, APPROVING, CONFIRMING AND LEVYING DEBT ASSESSMENTS; ADDRESSING THE FINALIZATION OF SPECIAL ASSESSMENTS; ADDRESSING THE PAYMENT OF DEBT ASSESSMENTS AND THE METHOD OF COLLECTION; PROVIDING FOR THE ALLOCATION OF DEBT ASSESSMENTS AND TRUE-UP PAYMENTS; ADDRESSING GOVERNMENT PROPERTY, AND TRANSFERS OF PROPERTY TO UNITS OF LOCAL, STATE AND FEDERAL GOVERNMENT; AUTHORIZING AN ASSESSMENT NOTICE; AND PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, the Solaeris Community Development District ("**District**") is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes,* as amended ("**Act**"); and

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

WHEREAS, the District's Board of Supervisors ("**Board**") has noticed and conducted a public hearing pursuant to Chapters 170, 190 and 197, *Florida Statutes*, relating to the imposition, levy, collection and enforcement of such assessments, and now desires to adopt a resolution imposing and levying such assessments as set forth herein.

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

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

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

The Capital Improvement Plan

a. 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

b. On March 14, 2024, and pursuant to Section 170.03, *Florida Statutes*, among other laws, the Board adopted Resolution 2024-08 ("**Declaring Resolution**"), and in doing so determined to undertake a capital improvement plan to install, plan, establish, construct or reconstruct, enlarge, equip, acquire, operate and/or maintain the District's capital improvements planned for all lands within the District ("**Project**"); and

c. The Project is described in the Declaring Resolution and the *Engineer's Report*, dated March 14, 2024 ("**Engineer's Report,**" attached hereto as **Exhibit A** and incorporated herein by this reference), and the plans and specifications for the Project are on file in the offices of 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**"); and

The Debt Assessment Process

d. Also as part of the Declaring Resolution, the Board expressed an intention to issue bonds, notes or other specific financing mechanisms to provide a portion of the funds needed for the Project, and further declared its intention to defray the whole or any part of the expense of the Projects by levying special assessments ("**Debt Assessments**") on specially benefited property within the District ("**Assessment Area**"); and

e. The Declaring Resolution was adopted in compliance with the requirements of Section 170.03, *Florida Statutes*, and prior to the time it was adopted, the requirements of Section 170.04, *Florida Statutes*, had been met; and

f. As directed by the Declaring Resolution, said Declaring Resolution was published as required by Section 170.05, *Florida Statutes*, and a copy of the publisher's affidavit of publication is on file with the Secretary of the District; and

g. As directed by the Declaring Resolution, the Board caused to be made a preliminary assessment roll as required by Section 170.06, *Florida Statutes*; and

h. As required by Section 170.07, *Florida Statutes*, and as part of the Declaring Resolution, the Board fixed the time and place of a public hearing at which owners of the property to be assessed and other persons interested therein could appear before the Board and be heard as to (i) the propriety and advisability of making the improvements, (ii) the cost thereof, (iii) the manner of payment therefore, and (iv) the amount thereof to be assessed against each specially benefited property or parcel, and the Board further authorized publication of notice of such public hearing and individual mailed notice of such public hearing in accordance with Chapters 170, 190, and 197, *Florida Statutes*; and

i. Notice of the scheduled public hearing was given by publication and also by mail as required by Sections 170.07 and 197.3632, *Florida Statutes*, and affidavits as to such publication and mailings are on file in the office of the Secretary of the District; and

j. On April 18, 2024, and at the time and place specified in the Declaring Resolution, the Board conducted such public hearing and heard and considered all complaints and testimony as to the matters described above; the Board further met as an "Equalization Board;" and the Board has made such modifications in the preliminary assessment roll as it deems necessary, just and right in the making of the final assessment roll; and

Equalization Board Additional Findings

k. Having considered the estimated costs of the Projects, the estimated financing costs and all comments and evidence presented at such public hearing, the Board further finds and determines that:

   i. It is necessary to the public health, safety and welfare and in the best interests of the District that: (1) the District provide the Project as set forth in the Engineer's Report; (2) the cost of such Project be assessed against the lands specially benefited by such Project, and within the Assessment Area, as set forth in the Assessment Report; and (3) the District issue bonds, notes or other specific financing mechanisms to provide funds for such purposes pending the receipt of such Debt Assessments; and

   ii. The provision of said Project, the levying of the Debt Assessments, and the sale and issuance of such bonds, notes, or other specific financing mechanisms serve a proper, essential, and valid public purpose and are in the best interests of the District, its landowners and residents; and

   iii. The estimated costs of the Project is as specified in the Engineer's Report and Assessment Report (defined below), and the amount of such costs is reasonable and proper; and

iv. It is reasonable, proper, just and right to assess the cost of such Projects against the properties specially benefited thereby in the Assessment Areas, using the method determined by the Board and set forth in the *Master Special Assessment Methodology Report*, dated March 14, 2024 ("**Assessment Report**," attached hereto as **Exhibit B** and incorporated herein by this reference), which results in the Debt Assessments set forth on the final assessment roll; and

v. The Project benefits the Assessment Area as set forth in the Assessment Report; and

vi. Accordingly, the Debt Assessments as set forth in the Assessment Report constitute a special benefit to the applicable parcels of real property listed on said final assessment roll, and the benefit, in the case of each such parcel, will be equal to or in excess of the Debt Assessments imposed thereon, as set forth in **Exhibit B**; and

vii. All developable property within the Assessment Area is deemed to be benefited by the Project, and the Debt Assessments will be allocated in accordance with the Assessment Report at **Exhibit B**; and

viii. The Debt Assessments are fairly and reasonably allocated across the benefitted property, as set forth in **Exhibit B**; and

ix. It is in the best interests of the District that the Debt Assessments be paid and collected as herein provided; and

x. In order to provide funds with which to pay the costs of the Project which are to be assessed against the benefited properties, pending the collection of the Debt Assessments, it is necessary for the District to issue revenue bonds, notes or other specific financing mechanisms, including refunding bonds (together, "**Bonds**").

3. **AUTHORIZATION FOR THE PROJECT; ADOPTION OF ENGINEER'S REPORT.** The Engineer's Report identifies and describes the infrastructure improvements to be financed in part with the Bonds, and sets forth the cost of the Project. The District hereby confirms that the Project serves a proper, essential, and valid public purpose. The use of the Engineer's Report in connection with the sale of the Bonds is hereby authorized, approved and ratified, and the proper officers, employees and/or agents of the District are hereby authorized and directed to take such further action as may be necessary or desirable to cause the same to be made.

4. **ESTIMATED COST OF IMPROVEMENTS.** The total estimated cost of the Project and the cost to be paid by the Debt Assessments on all specially benefited property are set forth in **Exhibits A and B**, respectively, hereto.

5. **ADOPTION OF ASSESSMENT REPORT.** The Assessment Report setting forth the allocation of Debt Assessments to the benefitted lands within the Assessment Area is hereby approved, adopted, and confirmed. The District ratifies its use in connection with the sale of the Bonds.

6. **EQUALIZATION, APPROVAL, CONFIRMATION AND LEVY OF DEBT ASSESSMENTS.** The Debt Assessments imposed on the parcels specially benefited by the Project within the Assessment Area, all as specified in the final assessment roll set forth in **Exhibit B**, attached hereto, are hereby equalized, approved, confirmed and levied. Immediately following the adoption of this Resolution, the lien of Debt Assessments as reflected in **Exhibit B**, attached hereto, shall be recorded by the Secretary of the District in the District's "**Improvement Lien Book**." The Debt Assessments levied against each respective parcel shown on such final assessment roll and interest, costs, and penalties thereon, as hereafter provided, shall be and shall remain a legal, valid and binding first lien on such parcel, coequal with the lien of all state, county, district, municipal or other governmental taxes and superior in dignity to all other liens, titles, and claims.

a. ***Supplemental Assessment Resolutions for Bonds.*** The lien for the Debt Assessments established hereunder shall be inchoate until the District issues Bonds. In connection with the issuance of any particular series of the Bonds, the District may adopt, without the need for further public hearing, a supplemental assessment resolution establishing specific Debt Assessments, in one or more separately enforceable Debt Assessment liens, securing such Bonds. Such subsequent resolutions shall be adopted at a noticed meeting of the District, and shall set forth the actual amounts financed, costs of issuance, expected costs of collection, and the total amount of the assessments pledged to that issue, which amount shall be consistent with the lien imposed by this Resolution. Among other things, the supplemental assessment resolutions may provide for the issuance of multiple series of Bonds each secured by one or more liens imposed on all or a portion of the Assessment Area.

b. ***Adjustments to Debt Assessments.*** The District may, by subsequent resolution, adjust the acreage assigned to particular parcel identification numbers listed on the final assessment roll to reflect accurate apportionment of acreage amongst individual parcel identification numbers. The District may make any other such acreage and boundary adjustments to parcels listed on the final assessment roll as may be necessary and in the best interests of the District, as determined by the Board by subsequent resolution. Any such adjustment in the assessment roll shall be consistent with the requirements of law.

c. ***Contributions.*** In connection with the issuance of a series of the Bonds, the project developer may request that any related Debt Assessments be reduced for certain product types. To accomplish any such requested reduction, and pursuant to the terms of an applicable acquisition agreement, and this resolution, the developer will agree to provide a contribution of infrastructure, work product, or land based on the lesser of cost basis or appraised value, comprising a portion of the Project and to meet the minimum requirements set forth in the Assessment Report, if any. Any such contributions shall not be eligible for payment under the Bonds.

d. ***Impact Fee Credits.*** Any impact fee credits that are generated from the Project shall be handled in the manner as set forth in Resolution 2024-09.

7. **FINALIZATION OF DEBT ASSESSMENTS.** When the Project has been constructed or otherwise provided to the satisfaction of the Board, the Board shall adopt a resolution accepting the same and determining the actual costs (including financing costs) thereof, as required by Sections 170.08 and 170.09, *Florida Statutes*. Pursuant to Section 170.08, *Florida Statutes*, the District shall credit to each Debt Assessment the difference, if any, between the Debt Assessment as hereby made, approved and confirmed and the actual costs incurred in completing the Project. In making such credits, no credit shall be given for bond, note or other specific financing mechanism costs, capitalized interest, funded reserves or bond or other discounts. Such credits, if any, shall be entered in the Improvement Lien Book.

8. **PAYMENT OF DEBT ASSESSMENTS AND METHOD OF COLLECTION.**

a. ***Payment.*** The Debt Assessments, as further set forth in each supplemental assessment resolution, and securing the issuance of each series of the Bonds, may be paid in not more than thirty (30) yearly installments of principal and interest – beginning upon the issuance of the particular series of the Bonds (and after taking into account any capitalized interest periods), provided, however, that the Board shall at any time make such adjustments by resolution, and at a noticed meeting of the Board, to that payment schedule as may be necessary and in the best interests of the District to account for changes in long and short term debt as actually issued by the District.

b. ***Prepayment.*** Subject to the provisions of any supplemental assessment resolution, any owner of property subject to the Debt Assessments may, at its option, pre-pay the entire amount of the Debt Assessment any time, or a portion of the amount of the Debt Assessment up to two times, plus accrued interest to the next succeeding interest payment date (or the second succeeding interest payment date if such prepayment is made within forty-five (45) calendar days before an interest payment date (or such other time as set forth in the supplemental indenture for the applicable series of bonds secured by the Debt Assessments in question)), attributable to the property subject to Debt Assessments owned by such owner. Prepayment of Debt Assessments does not entitle the property owner to any discounts for early payment. If provided for under the supplemental indenture for the applicable series of bonds, the District may grant a discount equal to any release from the applicable debt service reserve fund resulting from the prepayment.

c. ***Uniform Method; Alternatives.*** The District may elect to use the method of collecting Debt Assessments authorized by Sections 197.3632 and 197.3635, *Florida Statutes* ("**Uniform Method**"). The District has heretofore taken all required actions to comply with Sections 197.3632 and 197.3635, *Florida Statutes*. Such Debt Assessments may be subject to all of the collection provisions of Chapter 197, *Florida Statutes*. Notwithstanding the above, in the event the Uniform Method of collecting its Debt Assessments is not available to the District in any year, or if determined by the District to be in its best interests, and subject to the terms of any applicable trust indenture, the Debt Assessments may be collected as is otherwise permitted by law. In particular, the District may, in its sole discretion, collect Debt Assessments by directly billing landowners and enforcing said collection in any manner authorized by law. Any prejudgment interest on delinquent assessments that are directly billed shall accrue at the applicable rate of any bonds or other debt instruments secured by the Debt Assessments. The decision to collect Debt 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 Debt 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.

d. ***Uniform Method Agreements Authorized.*** For each year the District uses the Uniform Method, the District shall enter into an agreement with the County Tax Collector who may notify each owner of a lot or parcel within the District of the amount of the special assessment, including interest thereon, in the manner provided in Section 197.3635, *Florida Statutes*.

e. ***Re-amortization.*** Any particular lien of the Debt Assessments shall be subject to re-amortization where the applicable series of Bonds is subject to re-amortization pursuant to the applicable trust indenture and where the context allows.

9. ALLOCATION OF DEBT ASSESSMENTS; APPLICATION OF TRUE-UP PAYMENTS.

a. At such time as parcels of land, or portions thereof, are included in a plat or site plan, it shall be an express condition of the lien established by this Resolution that, prior to County approval, any and all plats or site plans for any portion of the lands within the District, as the District's boundaries may be amended from time to time, shall be presented to the District Manager for review. As parcels of land, or portions thereof, are included in a plat or site plan, the District Manager shall review the plat or site plan and cause the Debt Assessments securing each series of Bonds to be reallocated to the units being included in the plat or site plan and the remaining property in accordance with **Exhibit B**, and cause such reallocation to be recorded in the District's Improvement Lien Book.

b. Pursuant to the Assessment Report, attached hereto as **Exhibit B**, and which terms are incorporated herein, there may be required from time to time certain true-up payments. When a plat or site plan is presented to the District, the District Manager shall review the plat or site plan to determine whether, taking into account the plat or site plan, there is a net shortfall in the overall principal amount of assessments reasonably able to be assigned to benefitted lands within the Assessment Area. Such determination shall be made based on the language in this Resolution and/or the tests or other methods set forth in **Exhibit B** (if any)**,** or any tests or methods set forth in a supplemental assessment resolution and corresponding assessment report. If the overall principal amount of assessments reasonably cannot be assigned, or is not reasonably expected to be assigned, as set forth in more detail in and subject to the terms of **Exhibit B** (or any supplemental resolution and report, as applicable), to the platted and site planned lands as well as the undeveloped lands, then a debt reduction payment ("**True-Up Payment**") in the amount of such shortfall shall become due and payable that tax year by the landowner(s) of record of the land subject to the proposed plat or site plan and of the remaining undeveloped lands, in addition to any regular assessment installment. The District's review shall be limited solely to this function and the enforcement of the lien established by this Resolution. In the event a True-Up Payment is due and unpaid, the lien established herein for the True-Up Payment amount shall remain in place until such time as the True-Up Payment is made. The District shall record all True-Up Payments in its Improvement Lien Book.

c. In connection with any true-up determination, affected landowner(s) may request that such true-up determination be deferred because the remaining undeveloped lands are able to support the development of all of the originally planned units within the Assessment Area. To support the request, the affected landowner(s) shall provide the following evidence for the District's consideration: a) proof of the amount of entitlements remaining on the undeveloped lands within the Assessment Area, b) a revised overall development plan showing the number and type of units reasonably planned for the remainder of the development, c) evidence of allowable zoning conditions that would enable those entitlements to be placed in accordance with the revised development plan, and d) documentation prepared by a licensed engineer that shows the feasibility of implementing the proposed development plan. Any deferment shall be in the District's reasonable discretion.

d. The foregoing is based on the District's understanding that the community would be developed with the type and number of units set forth in **Exhibit B**, on the developable acres. However, more than the stated number of units may be developed. In no event shall the District collect Debt Assessments pursuant to this Resolution in excess of the total debt service related to the Project, including all costs of financing and interest. The District recognizes that such things as regulatory requirements and market conditions may affect the timing and scope of the development in the District. If the strict application of the true-up methodology to any assessment reallocation pursuant to this paragraph would result in Debt Assessments collected in excess of the District's total debt service obligations for the Project, the Board shall by resolution take appropriate action to equitably reallocate the Debt Assessments.

e. As set forth in any supplemental assessment resolution and/or supplemental assessment report for a specific series of Bonds, the District may assign a specific debt service assessment lien comprising a portion of the Debt Assessments to the Assessment Area, and, accordingly, any related true-up determinations may be limited to determining whether the planned units for such specified lands in the Assessment Area have been and/or will be developed.

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

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

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

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

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

APPROVED AND ADOPTED THIS 18th day of April, 2024.

ATTEST: **SOLAERIS COMMUNITY DEVELOPMENT DISTRICT**

____
Secretary/Assistant Secretary

____
Chair/Vice Chair, Board of Supervisors

Exhibit A: *Engineer's Report*, dated March 14, 2024
Exhibit B: *Master Special Assessment Methodology Report,* dated March 14, 2024

SOLAERIS

COMMUNITY DEVELOPMENT DISTRICT

5

RESOLUTION 2024-13

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SOLAERIS COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2024/2025 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the District Manager has prepared and submitted to the Board of Supervisors ("**Board**") of the Solaeris Community Development District ("**District**"), prior to June 15, 2024, the proposed operating budget ("**Proposed Budget**") for the fiscal year beginning October 1, 2024 and ending September 30, 2025 ("**Fiscal Year 2024/2025**"); and

WHEREAS, the Board has considered the proposed budget and desires to set the required public hearing thereon.

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

SECTION 1. The operating budget proposed by the District Manager for Fiscal Year 2024/2025 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said budget.

SECTION 2. The public hearing on the approved budget is hereby declared and set for the following date, hour, and location:

DATE:	___________________________
HOUR:	11:15 a.m.
LOCATION:	Verano Social Clubhouse 10291 SW Visconti Way Port St. Lucie, Florida 34986

SECTION 3. The District Manager is hereby directed to submit a copy of the proposed budgets to St. Lucie County at least sixty (60) days prior to the hearings set above.

SECTION 4. In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved budget on the District's website at least two (2) days before the budget hearing date as set forth in Section 2 and shall remain on the website for at least 45 days.

SECTION 5. Notice of the public hearing shall be published in the manner prescribed in Florida law.

SECTION 6. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 18th day of April, 2024.

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

Exhibit A: Fiscal Year 2024/2025 Budget

Exhibit A

Fiscal Year 2024/2025 Budget

SOLAERIS
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2025

SOLAERIS
COMMUNITY DEVELOPMENT DISTRICT
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SOLAERIS
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2025

	Fiscal Year 2024				
	Adopted Budget FY 2024	Actual through 2/29/2024	Projected through 9/30/2024	Total Actual & Projected	Proposed Budget FY 2025
REVENUES					
Landowner contribution	$ 100,165	$ 19,922	$ 80,243	$ 100,165	$ 202,165
Total revenues	100,165	19,922	80,243	100,165	202,165
EXPENDITURES					
Professional & administrative					
Management/accounting/recording	48,000	10,000	38,000	48,000	48,000
Legal	25,000	8,307	16,693	25,000	25,000
Engineering	5,000	-	5,000	5,000	5,000
Audit	4,075	-	4,075	4,075	4,075
Arbitrage rebate calculation*	750	-	750	750	750
Dissemination agent*	1,000	-	1,000	1,000	1,000
EMMA software service**	-	-	-	-	2,000
Trustee**	5,500	-	5,500	5,500	5,500
Telephone	200	83	117	200	200
Postage	500	-	500	500	500
Printing & binding	500	208	292	500	500
Legal advertising	2,000	-	2,000	2,000	2,000
Annual special district fee	175	175	-	175	175
Insurance	6,050	5,000	-	5,000	6,050
Contingencies/bank charges	500	4	496	500	500
Website hosting & maintenance	705	1,680	-	1,680	705
Website ADA compliance	210	-	210	210	210
Total professional & administrative	100,165	25,457	74,633	100,165	102,165
Field operations					
Field operations management	-	-	-	-	6,000
Field operations accounting	-	-	-	-	1,000
Landscape maintenance	-	-	-	-	50,000
Landscape inspection	-	-	-	-	9,000
Wet ponds	-	-	-	-	4,000
Pump maintenance	-	-	-	-	8,000
Electricity	-	-	-	-	2,000
Streetlighting	-	-	-	-	10,000
Contingencies	-	-	-	-	10,000
Total field operations	-	-	-	-	100,000
Total expenditures	100,165	25,457	74,633	100,165	202,165
Excess/(deficiency) of revenues over/(under) expenditures	-	(5,535)	5,610	-	-
Fund balance - beginning (unaudited)	-	(2,347)	(7,882)	(2,347)	(2,347)
Fund balance - ending (projected)					
Unassigned	-	(7,882)	(7,882)	(2,347)	(2,347)
Fund balance - ending	$ -	$ (7,882)	$ (7,882)	$ (2,347)	$ (2,347)

*These items will be realized when bonds are issued

**This expense is paid from the costs of issuance in the initial year. Thereafter, this will be a budgeted expense.

SOLAERIS
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES

EXPENDITURES

Professional & administrative

Management/accounting/recording	$ 48,000
Wrathell, Hunt and Associates, LLC (WHA), specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all of the District's governmental requirements. WHA develops financing programs, administers the issuance of tax exempt bond financings, operates and maintains the assets of the community.	
Legal	25,000
General counsel and legal representation, which includes issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.	
Engineering	5,000
The District's Engineer will provide construction and consulting services, to assist the District in crafting sustainable solutions to address the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.	
Audit	4,075
Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.	
Arbitrage rebate calculation*	750
To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.	
Dissemination agent*	1,000
The District must annually disseminate financial information in order to comply with the	
EMMA software service**	2,000
Trustee	5,500
Annual fee for the service provided by trustee, paying agent and registrar.	
Telephone	200
Telephone and fax machine.	
Postage	500
Mailing of agenda packages, overnight deliveries, correspondence, etc.	
Printing & binding	500
Letterhead, envelopes, copies, agenda packages	
Legal advertising	2,000
The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.	
Annual special district fee	175
Annual fee paid to the Florida Department of Economic Opportunity.	
Insurance	6,050
The District will obtain public officials and general liability insurance.	
Contingencies/bank charges	500
Bank charges and other miscellaneous expenses incurred during the year and automated AP routing etc.	
Website hosting & maintenance	705
Website ADA compliance	210
Field operations accounting	1,000
Field operations management	6,000
Landscape maintenance	50,000
Landscape inspection	9,000
Wet ponds	4,000
Pump maintenance	8,000
Electricity	2,000
Streetlighting	10,000
Contingencies	10,000
Total expenditures	$202,165

SOLAERIS

COMMUNITY DEVELOPMENT DISTRICT

6

RESOLUTION 2024-14

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SOLAERIS COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT FOR FISCAL YEAR 2024/2025 AND PROVIDING FOR 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 is required by Section 189.015, *Florida Statutes*, to file quarterly, semi-annually, or annually a schedule (including date, time, and location) of its regular meetings with local governing authorities; and

WHEREAS, further, in accordance with the above-referenced statute, the District shall also publish quarterly, semi-annually, or annually the District's regular meeting schedule in a newspaper of general paid circulation in the county in which the District is located.

WHEREAS, the Board desires to adopt the Fiscal Year 2024/2025 meeting schedule attached as **Exhibit A**.

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

1. **ADOPTING FISCAL YEAR 2024/2025 ANNUAL MEETING SCHEDULE.** The Fiscal Year 2024/2025 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

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

PASSED AND ADOPTED this 18th day of April, 2024.

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

EXHIBIT "A"

SOLAERIS COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE		
LOCATION *Verano Social Clubhouse, 10291 SW Visconti Way, Port St. Lucie, Florida 34986*		
DATE	**POTENTIAL DISCUSSION/FOCUS**	**TIME**
October 17, 2024	**Regular Meeting**	**11:15 AM**
November 21, 2024	**Regular Meeting**	**11:15 AM**
December 19, 2024	**Regular Meeting**	**11:15 AM**
January 16, 2025	**Regular Meeting**	**11:15 AM**
February 20, 2025	**Regular Meeting**	**11:15 AM**
March 20, 2025	**Regular Meeting**	**11:15 AM**
April 17, 2025	**Regular Meeting**	**11:15 AM**
May 15, 2025	**Regular Meeting**	**11:15 AM**
June ___, 2025*	**Regular Meeting**	**11:15 AM**
July 17, 2025	**Regular Meeting**	**11:15 AM**
August 21, 2025	**Regular Meeting**	**11:15 AM**
September 18, 2025	**Regular Meeting**	**11:15 AM**

***Exception**

The June meeting is on the Juneteenth holiday.

SOLAERIS

COMMUNITY DEVELOPMENT DISTRICT

7

FACILITIES MANAGEMENT AGREEMENT

THIS FACILITIES MANAGEMENT AGREEMENT (“**Agreement**”) is made and entered into this 18th day of April, 2024 by and between:

> **SOLAERIS COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and whose mailing address is c/o 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“**District**”); and
>
> **ATMOS LIVING MANAGEMENT GROUP,** a Florida limited liability company, and whose mailing address is c/o 4327 S Highway 27, Suite 408, Clermont, Florida 34711 (“**Contractor**”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant Chapter 190, *Florida Statutes* (“**Act**”); and

WHEREAS, pursuant to the Act, the District is authorized to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge and extend, equip, operate, and maintain systems, Improvements and infrastructure in conjunction with the development of lands within the District; and

WHEREAS, the District presently owns and is continuing to construct and/or acquire various systems, Improvements and infrastructure (“**Improvements**”) located within the District; and

WHEREAS, the District operates and maintains the Improvements and desires to retain an independent contractor to provide for field operations management for the Improvements; and

WHEREAS, for ease of administration, potential cost savings to property owners and residents, and the benefits of on-site inspection, operation and maintenance personnel, the District desires to contract with the Contractor to manage the operation and maintenance of the Improvements.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

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

2. SERVICES. The Contractor shall provide the “**Services**” to the District, and for the District’s Improvements, pursuant to this Agreement and as set forth in **Exhibit A.** All persons performing the Services will be employees of the Contractor. Contractor and the District each acknowledge and agree that persons performing Services pursuant to this Agreement are not employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or otherwise.

In addition to the Services described above, or in any addendum executed between the parties, the District may, from time to time, require additional services from the Contractor. Any services not specifically provided for in the scope of services, or necessary to carry out the services as described herein, as well as any changes in the scope requested by the District, will be considered "**Additional Services**." If any Additional Services are required or requested, the Contractor will provide a detailed description of these services and fees for such services to the District for approval prior to beginning any Additional Services. The Contractor shall undertake the Additional Services after the District has issued its written approval of the description and fees for such services to the Contractor.

3. **TERM.** The Services as provided in this Agreement shall commence upon July 1, 2025, and shall continue through September 30 in the year in which the Agreement becomes effective. This Agreement shall automatically renew thereafter for one-year periods beginning October 1, unless terminated pursuant to its terms. The Contractor acknowledges that the prices of this Agreement are firm and that the Contractor may change the prices only with the District's written consent. All prior agreements between the parties with respect to the subject matter of this Agreement are terminated upon the execution of this Agreement.

4. **FEES AND EXPENSES; PAYMENT TERMS.**

a. **FEES AND EXPENSES.**

i. The District shall pay the Contractor for the Services provided under the terms of this Agreement in accordance with the schedule of fees in **Exhibit B**. For purposes of the Contractor's compensation for Services provided pursuant to this Agreement, the District shall compensate the Contractor only for those Services provided under the terms of this Agreement. Unless otherwise specified by this Agreement, the Contractor will invoice the District for the Services as soon as may be practicable bi-weekly in the amounts set forth in **Exhibit B**. The fees for those Services which are not being requested at the time this Agreement is approved will be provided to the District at such time as those Services are required.

ii. To the extent expressly included in **Exhibit B**, the District agrees to pay Contractor in an amount equal to all Contractor's costs directly related to the personnel of the Contractor providing the services at the amenity Improvements including: wages, benefits, applicable payroll-related tax withholdings, workers' compensation, payroll administration and processing, fees for background checks and drug testing, as set forth in **Exhibit B**.

iii. To the extent expressly included in **Exhibit B,** and upon the execution of this Agreement, the District will provide a one-time payroll deposit to the Contractor for use in paying salaries and related costs for personnel assigned and providing services to the District. This payroll deposit is defined as one month of maximum total services costs, as set forth in **Exhibit B**.

iv. Fees for the Services in this Agreement may be negotiated annually by the parties. Any amendment to Services fees must comply with the amendment procedure in this Agreement and must be reflected in the adopted General Fund Budget of the District. The District's adoption of the General Fund Budget shall not constitute the District's consent for payment of any such fees or expenses.

v. In the event the District authorizes a change in the scope of services requested, Contractor shall submit, in writing to the District, a request for a fee amendment corresponding to the change in services being requested, if it has not already done so. Any change in the scope of requested services and the corresponding fee amendment shall comply with the amendment procedure in this Agreement. Such amendment must be validly executed by the parties before Contractor is authorized to begin providing services pursuant to the change in scope and the revised fees are adopted.

vi. For the purposes of this Agreement, an out-of-pocket expense is an unexpected expense that the Contractor or one of its subcontractors, if applicable, incurs during the performance of the Services, as provided in this Agreement. Such out-of-pocket expenses are included in the fees shown in **Exhibit B**. Out-of-pocket expenses incurred in connection with the performance of Additional Services will be subject to reimbursement at cost. These expenses include, but are not limited to, airfare, mileage, transportation/parking, lodging, postage, copies, and binding.

vii. Fees for Services to be billed on an hourly basis will be billed at the Contractor's current hourly rates at the time of the execution of this Agreement, as set forth in **Exhibit B**. The hourly rate for the Services may be amended from time to time pursuant to the amendment procedure in this Agreement and in advance of such proposed change. Contractor's current hourly rates are shown in **Exhibit B** to this Agreement. Any proposed change shall indicate the new hourly fee for such Services.

b. PAYMENT TERMS.

i. **Services**. All Services will be billed bi-weekly pursuant to the schedule shown in **Exhibit B**. All payments shall be subject to the Prompt Payment Act, Chapter 218.70, et seq., Florida Statutes. Pursuant to Section 218.74(2), Florida Statutes, all invoices will be due and payable forty-five (45) days from the date specified in Section 218.73, Florida Statutes.

ii. **Additional Services.** Unless otherwise stated in a separate amendment for Additional Services, Additional Services authorized under Section 2 will be billed monthly on an hourly basis for the hours incurred at the Contractor's current hourly rate as shown in **Exhibit B**.

iii. **Out-of-Pocket expenses**. Out-of-pocket expenses of the Contractor will be billed monthly as incurred.

iv. The Contractor shall have the right to suspend services being provided as outlined in this Agreement if the District fails to pay Contractor's invoices in a timely manner, as provided by the Prompt Payment Act, Section 218.70 Florida Statutes. Contractor shall notify the District, in writing, at least ten (10) days prior to suspending services.

v. The payment of fees and expenses, as outlined in this Agreement, are not contingent upon any circumstance not specifically outlined in this Agreement.

5. PROTECTION OF PROPERTY. The Contractor and its officers, supervisors, staff, and employees shall use due care to protect the property of the District, its residents, and landowners from damage. The Contractor agrees to take steps to repair any damage resulting from the Contractor's activities and work pursuant to the Agreement within twenty-four hours (24) hours.

6. DISTRICT RESPONSIBILITIES. The District shall provide for the timely services of its district manager, legal counsel, engineer, and any other Contractors, contractors, or employees, as required, for the Contractor to perform the duties outlined in this Agreement. Expenses incurred in providing this support shall be the sole responsibility of the District unless specified herein.

7. LIMITATIONS OF RESPONSIBILITIES. To the extent not referenced herein, Contractor shall not be responsible for the acts or omissions of any other contractor or any of its subcontractors, suppliers, or of any other individual or entity performing services as part of this Agreement which are not under the control of the Contractor. Contractor shall not be liable for any damage that occurs from Acts of God, which are defined as those caused by windstorm, hail, fire, flood, hurricane, freezing, or other similar occurrences of nature.

8. TERMINATION. Either party may terminate this Agreement for cause immediately upon written notice to the other Party, or without cause, and for any or no reason, upon thirty days written notice to the other Party. Upon any termination, Contractor will be entitled to the total amount of compensation pursuant to the terms of this Agreement, but only for services rendered through the termination date, and subject to any off-sets that the District may have. Contractor will make all reasonable effort to provide for an orderly transfer of the books and records of the District to the District or its designee.

9. INDEMNIFICATION.

a. **DISTRICT INDEMNIFICATION.** To the extent allowable under applicable law (and only to the extent of the limitations of liability, including the monetary limits, set forth in Section 768.28, Florida Statutes), and except and to the extent caused by the negligent or reckless and/or willful misconduct of the Contractor, the District agrees to indemnify, defend, and hold harmless the Contractor and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that Contractor may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the negligent or intentionally wrongful acts or omissions of the District. Nothing in this Agreement shall serve as or be construed as a waiver by the District of any defense of sovereign immunity or the limitations on liability contained in Section 768.28, Florida Statutes, or any other law, including to the extent that the Contractor may be deemed to be an agent of the District. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the Contractor may be entitled and shall continue after the Contractor has ceased to be engaged under this Agreement.

b. **CONTRACTOR INDEMNIFICATION**. The Contractor agrees to indemnify, defend, and hold harmless the District and its officers, directors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that the District may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the negligent, reckless, and/or intentionally wrongful acts or omissions of the Contractor. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the District may be entitled and shall continue after the Contractor has ceased to be engaged under this Agreement.

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

10. SOVEREIGN IMMUNITY. Nothing in this Agreement shall be construed to limit the District's sovereign immunity limitations of liability as provided in Section 768.28, Florida Statutes, or other applicable law.

11. INSURANCE. The District shall provide and maintain Public Official Liability and General Liability insurance policies, each in an amount not less than One Million Dollars ($1,000,000.00) throughout the term of this Agreement. The Contractor shall provide and maintain insurance coverage at all times throughout the term of this Agreement, in the greater of the amounts set forth in either **Exhibit E** or as follows:

a. Worker's Compensation Insurance in accordance with the laws of the State of Florida.

b. General Liability Insurance with the limit of One Million Dollars ($1,000,000.00) per each occurrence.

c. Professional Liability Insurance with limit of no less than One Million Dollars ($1,000,000.00) per each occurrence.

d. Employment Practices Liability Insurance with limit of Two Million Dollars ($2,000,000.00) per each occurrence.

e. Comprehensive Automobile Liability Insurance for all vehicles used by the Contractor's staff, whether owned or hired, with a combined single limit of One Million Dollars ($1,000,000.00).

f. Commercial Crime insurance with limit of Two Million Dollars ($2,000,000.00) per each occurrence.

Except with respect to Professional Liability and Worker's Compensation insurance policies, the District and its officers, supervisors, staff, and employees will be listed as additional insureds on each insurance policy described above. None of the policies above may be canceled during the term of this

Agreement (or otherwise cause the District to not be named as an additional insured where applicable) without thirty (30) days written notice to the District. Contractor will furnish the District with a Certificate of Insurance evidencing compliance with this section upon request. Insurance should be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

If the Contractor fails to secure or maintain the required insurance, the District has the right (without any obligation to do so, however) to secure such required insurance, in which event the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

12. COMPLIANCE WITH PUBLIC RECORDS LAWS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Contractor acknowledges that the designated public records custodian for the District is Cindy Cerbone ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the Agreement, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 571-0010, OR BY EMAIL AT CERBONEC@WHHASSOCIATES.COM, OR BY REGULAR MAIL AT 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

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

14. AMENDMENT. 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 the District and the Contractor.

15. ASSIGNMENT. Except as provided in this section, neither the District nor the Contractor may assign this Agreement or any monies to become due hereunder without the prior written approval of the other. Any assignment attempted to be made by the Contractor or the District without the prior written approval of the other party is void.

16. CONTROLLING LAW. Agreement shall be interpreted in accordance with and shall be governed by the laws of the State of Florida. Venue for all proceedings shall be in the County in which the District is located.

17. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

18. MERGER PROVISION. This instrument, together with its exhibits, shall constitute the final and complete expression of this Agreement between the District and the Contractor relating to the subject matter of this Agreement. To the extent of any conflict between this instrument and the exhibits, this instrument shall control.

19. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either the District or the Contractor 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, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

20. ATTORNEY'S FEES. In the event either party is required to take any action to enforce this Agreement, the prevailing party shall be entitled to attorney's fees and costs, including fees and costs incurred in determining entitlement to and reasonableness of such fees and costs.

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

22. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, and ordinances.

23. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. The District and the Contractor participated fully in the preparation of this Agreement 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 deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

24. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

25. EXPENSES RELATED TO FACILITY. All purchases will be in accordance with and subject to the District's procurement and purchasing policies, Rules of Procedure and subject to all requirements for District procurement and purchases imposed by Florida law.

26. FACILITY REVENUE. The Contractor will remit any gross revenue derived from income generating services and programs to the District on a monthly basis, which revenue will be used to defray the operations and maintenance costs of the amenity Improvements. The Contractor shall keep close accounting of all revenue and expenditures.

27. NON-COMPETITION. The District agrees for a period of one (1) year, from the termination or expiration of this Agreement, not to directly or indirectly solicit, employ, or Agreement with any individual employed by the Contractor in a managerial position at the amenity Improvements.

28. E-VERIFY. The Contractor, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. The Contractor further agrees that the District is a public employer subject to the E-Verify requirements provided in Section 448.095, Florida Statutes, and that such provisions are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, the Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.09(1), *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

29. SEVERABILITY. In the event that any provision of this Agreement shall be determined to be unenforceable or invalid by a Court of Law, such unenforceability or invalidity shall not affect the remaining provisions of the Agreement which shall remain in full force and effect.

30. NO CONSTRUCTION AGAINST DRAFTING PARTY. Each party to this Agreement expressly recognizes that this Agreement results from a negotiation process in which each party was represented or had the opportunity to be represented by counsel, and contributed to the drafting of this Agreement. No legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation, or otherwise accrue to the benefit of any party to this Agreement, and each party expressly waives the right to assert such a presumption in any proceeding or dispute connected with, arising out of, or involving this Agreement.

31. EFFECTIVE DATE. This Agreement shall become effective upon execution by both the District and the Contractor, and shall remain effective until terminated by either the District or the Contractor in accordance with the provisions of this Agreement.

(Remainder of this page is left blank intentionally)

Therefore, the Contractor and the District each intend to enter this Agreement, understand the terms set forth herein, and hereby agree to those terms.

ATMOS LIVING MANAGEMENT GROUP

____
By:____________________________
Its:_____________________________

SOLAERIS COMMUNITY DEVELOPMENT DISTRICT

____
By:____________________________
Its:_____________________________

Exhibit A – Scope of Services
Exhibit B – Schedule of Fees
Exhibit C – HOA Addendum
Exhibit D – Form of Monthly Report
Exhibit E – Insurance Certificate & Endorsements

EXHIBIT A

Scope of Services

The Contractor shall provide the Services, and personnel, identified below with an "X" and described on the following pages:

- ***__X__ - Field Operations***
- ***____ - Clubhouse Manager***
- ***____ - Clubhouse Attendant***
- ***____ - Maintenance Personnel***
- ***____ - Event Coordinator***
- ***____ - Seasonal Pool Attendants***

The compensation and expected working hours for the Services and positions are as set forth in **Exhibit B.**

__X___ (Place "X" if applicable) - FIELD OPERATIONS SERVICES

The Contractor shall provide the District, as part of the Services, with field operations management services for the District's Improvements, which include:

- Roadway
- Stormwater Management System
- Hardscape/Landscape/Irrigation

The field operation operations management services shall include:

1. Facilitate and assist with obtaining proposals for the maintenance of the Improvements
2. Coordination and oversight of maintenance services for the Improvements
3. Coordination with vendors to ensure all maintenance services are in compliance with Agreement specifications
4. Conduct maintenance inspections of the Improvements (bi-weekly for all landscaping and irrigation Improvements, monthly inspections for all conservation areas and stormwater ponds and Improvements, and yearly inspections for all other Improvements)
5. Review invoices from vendors, and make recommendations to District Manager regarding payment of any such invoices
6. Interface with vendors regarding deficiencies in service or need for additional services
7. Obtain proposals for maintenance services as requested by the District and provide them to the District Manager
8. Cause routine repair work or normal maintenance to be performed as may be required for the operation of the Improvements, or as required under applicable government permits
9. Document, report and coordinate with local law enforcement and other authorities regarding all accidents, vandalism and other unforeseen events that occur on District property
10. Assist with preparation of operations budget for District Improvements
11. Promptly respond to and address all landowner requests, concerns and questions
12. Attend monthly CDD meetings, and provide a monthly report of District needs related to the Improvements

_____ *(Place "X" if applicable) – CLUBHOUSE MANAGER*

The Contractor shall provide a "**Clubhouse Manager**," who will be the onsite representative of the Contractor and responsible for overseeing all personnel along with outside maintenance services, managing resident relations, coordinating with other outside entities as needed, interacting with the District's Board of Supervisors and District Manager, and staffing private event rentals if staff is required, as well as for the design, promotion and implementation of all the events, programs and classes, including scheduling, reservations, registration, payment collection and staffing if needed. The Clubhouse Manager shall assist the District with recommending, establishing, implementing, and ensuring compliance with rules, policies and procedures for the Improvements, budgeting accountability, policy recommendations and enforcement, safety/security recommendations, resident satisfaction, and other matters of importance for the efficient and functional operation of Improvements.

Specific duties of the Clubhouse Manager include:

1. Provide professional management and oversight to perform the Services outlined in this Agreement

2. Provide the best possible customer service to the residents and guests to maintain a safe and comfortable environment
3. Ensure an immaculate overall appearance of the Improvements
4. Inspect District property and Improvements and report any problems to the appropriate vendor
5. Manage the quality of the District's activities and amenities to ensure and maintain the appropriate level of services provided by the District
6. Responsible in maintaining high standards of appearance, cleanliness, and condition of the Improvements

7. Upon request, attend meetings in person or via phone to provide any updates or address concerns
8. Attend and participate in District Board of Supervisor Meetings
9. Be available to any Board Supervisor for open and direct communications regarding any questions they may have

10. Managing the recruiting, hiring, training, oversight, and evaluation of personnel
11. Oversee personnel staff and workplace operations to maintain and improve effectiveness and efficiency
12. Proactively mitigate and manage risk and impact of management and staff turnover

13. Work with assigned contractors to ensure quality service is provided to the community
14. Perform periodic/quarterly performance assessments of contractors who provide work relating to the Improvements and operation thereof
15. Responsible for day-to-day operations, adhering to District budget, and assist in managing vendor Agreements relating to the clubhouse and other Improvements

16. Development of standard operation policies and procedures
17. Full knowledge/awareness of all rules and regulations of the amenities
18. Responsible for enforcing the District Policies and Rules

19. Issue and activate access cards for residents and update security system as needed
20. Monitor the card system
21. Monitor guest and visitor policies and enforce District Policies and Rules
22. Process access card purchase requests

23. Maintain log of all transactions and submit a monthly report to the District Manager
24. Handle all resident requests, inquiries, and complaints regarding the Improvements and related operations
25. Handle after-hours emergency calls
26. Prepare any incident or accident reports and forward to the District Manager
27. The Contractor shall immediately notify the District Manager should it discover any issues or concerns that affect the public's health, safety and welfare and shall immediately address and correct such concerns

28. Make regular updates to database and website as they relate to the Improvements and related operations
29. Inform residents of general information, meetings, and community updates
30. Oversee and prepare community newsletter

31. Submit a weekly report to the District Manager
32. Submit a monthly Operations Manager report to the District Manager. Include:
    a. Maintenance actions
    b. Administrative actions
    c. Incidents and issues
    d. Resident Payment Log
    e. Recommendations

33. Purchase (via Contractor supplied debit card) supplies, consumables, and other items as approved by the District Manager, and timely review and monthly submission of invoices
34. Direct purchasing, receiving, storage, issuing and control of maintenance products, supplies, and equipment
35. Document, organize, and manage warranties, regular maintenance, and inspections for the Improvements as needed (fire inspections, pest control, mechanical systems, security alarms.)
36. Prepare and obtain quotes for services when directed by the District Manager or Board
37. Access clubhouse needs and provide yearly budgetary input

38. Complete private event rental forms, security deposits, and check-in/out documents
39. Oversee and assist Event Coordinator with creation and implementation of community events and activities
40. The Clubhouse Manager will also be responsible for staffing the private event rentals if staff is required. The Clubhouse Manager or any other staff member who is brought in to staff a rental that operates beyond normal operating hours will be compensated at their normal hourly rate for each event worked. This cost is to be taken out of the rental fee for the event. This cost is not part of the normal operating budget for staffing.

41. Any other duties assigned by District's Board of Supervisors and/or District Manager

_____ (Place "X" if applicable) – CLUBHOUSE ATTENDANT

The Clubhouse Attendant shall assist and maintain smooth and effective daily operations of the Improvements. Assist and orient residents in using the amenity Improvements. Assist Clubhouse Manager as needed. Enforce the rules and regulations of the amenity Improvements.

Specific duties of the Clubhouse Attendant include:

1. Meet and greet new and existing homeowners.
2. Assist new homeowners with tours and appropriate "Welcome Home" paperwork.
3. Participate and assist with the operations, special events and activities.
4. Provide administrative services including, but not limited to, updating resident's information, key cards, etc.
5. Perform other routine office procedures to include telephone management, sort/distribute incoming and outgoing mail, copy documents, inventory control of supplies for office equipment, maintenance, cleaning, etc.
6. Provide administrative support to community intranet.
7. Assist with maintenance of operations and procedures guidelines, task schedules and productivity logs.
8. Assist management and team as required.
9. Assist in resident relations and customer service.
10. Responsible for opening and closing procedures.
11. Conduct routine inspections throughout the buildings and outside amenities.
12. Always maintain a spotless appearance of the amenities.
13. Assist with event preparation and clean-up.
14. Take all event reservations, collect monies, and sell tickets for clubhouse events.
15. Empty all interior trash receptacles in the evening.
16. Secure the buildings.
17. Update bulletin boards.
18. Other job-related duties as assigned.

_____ *(Place "X" if applicable) – MAINTENANCE PERSONNEL*

The on-site Maintenance Personnel shall provide the following Services:

1. Conduct routine general maintenance procedures at the Improvements:
    a. Diagnose & perform minor and routine maintenance/repair in a timely and professional manner.
    b. Pick up debris around community.
    b. Responsible for maintaining equipment in good working order.
    c. Assists with other assigned projects.
    d. Non-essential duties include other job-related duties as assigned.
2. Provide the following general services, to the extent applicable:
    a. Swimming Pool Deck: Blow off pool deck, arrange furniture, empty, and clean all receptacles, and adjust umbrellas.
    b. Picnic Areas and Parks: Empty waste receptacles and pick up debris.
    c. Main Entrance: pick up debris.
    d. Tennis, Basketball and Play Courts: Pick up any litter and empty waste receptacles.
    e. Replace light bulbs.
    f. Control cobwebs around the Clubhouse.
    g. Check conditions of roads, sidewalks, and curbs. Report any issues to Clubhouse Manager.
    h. Parking Lot: Pick up litter, blow off debris.
    i. Cleaning the outdoor furniture.
    j. Touch up paint interior and exterior.
    k. Check playground equipment, empty receptacles, and pick up debris.
    l. Perform minor repairs to the entrance/exit gates.
    m. Check and assess street signs, monuments, and informational signs. Report any issues to Clubhouse Manager.
    n. Perform minor repairs to equipment and Improvements as needed.
3. Work with assigned contractors to ensure quality service is provided to the community.
4. Inspect District common areas and report any problems to the Clubhouse Manager.
5. Prepare any incident or accident reports and forward to the Clubhouse Manager.
6. Display flexibility in handling after-hours emergency calls.
7. Process and manage work orders and update Clubhouse Manager with project status and completion.
8. Direct purchasing, receiving, storage, issuing and control of maintenance products, supplies, and equipment.
9. Clean and sanitize Clubhouse and amenities, as needed.
10. Any other duties assigned by Clubhouse Manager.

_____ *(Place "X" if applicable) - EVENT COORDINATOR*

The Event Coordinator is responsible for developing, organizing, promoting, and managing activities and events for residents and guests. This role provides support to the Clubhouse Manager in the areas of lodge management, financial reporting, administrative, and resident interactive functions. The Event Coordinator's specific duties include:

1. Developing and coordinating the special events, programs, and recreational activities in the community including family events, seasonal and holiday events, small and large group events, charitable and fundraising events.
2. Responsible for all event advertising and related resident communication. Materials and content must be reviewed and approved by the Clubhouse Manager.
3. Provide monthly event financial summaries to Clubhouse Manager.
4. Troubleshoot and smooth issues relating to the successful execution of events.
5. Manage and adhere to budgeted line items associated with events.
6. Facilitating communication with residents including timely e-blasts as needed, community calendar, and event signs. Update web content including web event calendars.
7. Purchase and display of seasonal, event, and activity decorations.
8. Purchase (via Contractor supplied debit card) supplies, consumables, and other items for events as approved by the District, and timely review and monthly submission of invoices.
9. Event Coordinator will report to and discuss purchases and schedule of events with the Clubhouse Manager.
10. Assist Clubhouse Manager with creation of community newsletter and other event emails to community.
11. Assist with the general daily operations, management, and organization of all activities.
12. Assist as required with CDD Board of Supervisors and District Management requests.
13. Assist in coordinating the rental of recreational rooms for private parties and activities, collection of deposits and rentals and accurate accounting.
14. Assist in pre-event coordination with facility renters, stakeholders, or residents to ensure proper equipment set-up, staffing, pre and post maintenance, monitoring, and security.
15. Clean and sanitize Clubhouse and amenities, as needed.
16. Any other duties assigned by Clubhouse Manager.
17. Enforce all CDD Rules and policies.
18. Oversee the issuance of community access ID's.

_____ *(Place "X" if applicable) – SEASONAL POOL ATTENDANTS*

Seasonal Pool Attendants shall provide the following Services:

1. Ensure a presentable overall appearance of the pool area.
2. Check Resident access cards.
3. Monitor the guest and visitor policies.
4. Full knowledge/awareness of all rules and regulations of the amenities. Including but not limited to operational hours, age restrictions and food / drink restrictions.
5. Enforce the rules and regulations of the facility.
6. Interaction with residents and guests on a day-to-day basis.
7. Provide the best possible customer service to the residents and guests to maintain a safe and comfortable environment.
8. Prepare any incident or accident reports and forward them appropriately.
9. Empty trash receptacles.
10. Straighten chairs on pool deck.
11. Report all vandalism or damaged property to Manager immediately.
12. Contact the Manager with any maintenance issues.
13. Ensure restrooms and the pool deck are clean at all times.
14. Clean and sanitize Clubhouse and amenities, as needed.
15. Any other duties assigned by Clubhouse Manager.

The following provisions shall apply to the extent applicable, and based on the Services previously described:

GENERAL STAFFING PROVISIONS

At all times during operation of the Improvements, Contractor shall ensure responsible and proper staffing levels that meet the provisions of law and best practices. It is understood that the staffing levels set forth herein are included in the Services, and any changes to staffing levels (outside of stated seasonal/intermittent staffing) must be approved by the Board, along with any corresponding compensation adjustment. If a position is temporarily vacant due to staff resignation or termination, Contractor shall use good-faith best efforts to fill the position, shall not charge the District for that position while it is vacant, and shall present to the District a plan for providing the required Services for the duration of the vacancy.

The Contractor shall be responsible for the Services, including the recruitment, selection and hiring of the position of the Clubhouse Manager and other staffing set forth herein. Upon selection of a candidate to fill a particular position, the Contractor shall bring the candidates to the District Manager, providing the resume, background and list of qualifications of the candidate and proposed offer of employment. The compensation shall be as provided for herein unless otherwise approved by the District Board of Supervisors. The District Manager and/or Board of Supervisors may reject any particular candidate for a position, and for any or no reason. The District Manager's or Board's approval or rejection of any candidate does not impute a hiring or firing decision for purposes of employment law or other laws or regulations. Any costs associated with hiring (i.e., recruitment, advertising, or relocation expenses) shall be borne by the Contractor as part of the compensation set forth in **Exhibit B.**

The needs of other properties shall not trump the responsible staffing of the Improvements. Contractor shall not utilize employees hired by Contractor to staff District Improvements at other Contractor properties without the express approval of the District, through its Board. Contractor shall not use District employees (if any), District property or any District hardware/facility for any other work not related directly to the District, including any other off-site properties or in support of other Contractor-related businesses. District employees (if any) shall not be utilized for the provision of the Services set forth herein.

The District reserves the right to elect to make any position, department or portion of this Agreement staffed by District employee(s) or an unaffiliated third-party contractor other than Contractor, and Contractor shall not be entitled to any compensation in consideration for such election by the District.

All Contractor employees or subcontractors, including but not limited to fitness instructors, shall either be employees hired directly by the Contractor, or sub-contractors who are hired and compensated by the Contractor (1099 individuals).

It is understood that the provisions herein are intended to encompass all work and labor that are reasonably necessary to provide the Services detailed herein. While every attempt has been made to be as detailed as possible, the parties acknowledge that there may occasionally be unforeseen tasks necessary to ensure efficient and effective management of the Improvements. Contractor affirms that the pricing provided at is inclusive of all services, work, labor, and staffing reasonably necessary to give the

District the full benefit of the Services detailed herein, and any reasonably necessary tasks reasonably construed to fall within the scope of Services.

ADDITIONAL PROVISIONS FOR AMENITIES REVENUES

The Contractor agrees that the Improvements shall be operated and maintained for an exclusively public purpose, and that any monies generated from the operation of the Improvements shall be remitted to the District and used to defray the public expense associated with operating and maintaining the Improvements consistent with the terms of this Agreement.

Collection of Revenue. In the course of providing the Services, and subject to the other provisions of this section, the Contractor shall maintain an accurate record of all revenues received from the operation of the Improvements and shall remit to the District the revenues, and an accounting for the same, for a given month no later than 15 days after the end of that month. The Contractor shall keep close accounting of all revenue and expenditures and submit either a P & L or other applicable financial sales tracking reports provided by the point-of-sale system or other applicable system, to support all monthly sales and revenue sharing arrangements, as may be applicable. The Contractor shall not have charge of the revenues other than to collect the revenues and remit them to the District under this Agreement. To the extent set forth in **Exhibit C,** the Contractor shall carry employment theft dishonesty insurance in the amounts set forth in this Agreement to secure the performance by the Contractor of its powers and duties under this Agreement relating to the collection of the revenues and handling of petty cash direct purchases under this Agreement.

The Contractor shall ensure that all amenity fees charged to patrons are consistent with the rates set forth in the District's rules and policies, as may be amended from time to time. Further, the Contractor may: (1) directly collect such amenity fees, (2) use a third party provider to assist with electronic collection of such amenity fees (e.g., PayPal), or (3) with prior written notice to and consent of the Contractor, allow subcontractors providing programming services to collect such amenity fees for specific programs. In any case, the Contractor shall remain responsible for the collection of all amenity revenues, shall maintain an accurate record of all such amenity revenues, and shall remit all amenity revenues to the District (with the one exception that, with prior written notice to and consent of the District Manager, and subject to the terms of an applicable subcontractor agreement, a subcontractor providing programming services may collect and keep amenity revenues as compensation for the subcontractor's services).

Tax-Exempt Status. The District agrees to pay any applicable ad valorem taxes, unless the Improvements are subject to ad valorem taxation as a result of the Contractor's failure to abide by the terms of this Agreement or the District's rules or policies, in which case the Contractor shall be responsible for the payment of ad valorem taxes.

ADDITIONAL PROVISIONS FOR BUDGET PREPARATION

Within 30 days of execution of this Agreement for the current Fiscal Year of this Agreement, and prior to April 15th for each subsequent Fiscal Year, the Contractor shall prepare an annual operating budget estimating the revenues and expenses relating to the Improvements and for the upcoming Fiscal Year. At the request of the District, the Contractor shall update its initial estimated annual operating budget in anticipation of the District's final annual budget meeting, which typically occurs in July, August, or September of each Fiscal Year.

ADDITIONAL PROVISIONS FOR PURCHASING

The District Manager shall directly pay vendors for all expenses associated with operating and maintaining the Improvements. If the Contractor desires that a purchase be made by the District for an expense associated with operating and maintaining the Improvements, the Contractor shall make the request of the District Manager, detailing the proposed supplier, the nature of the supplies or inventory, and the costs thereof.

Petty Cash. For small or emergency purchases (i.e., those less than $500), the Contractor shall have the authority to make payment directly to vendors for expenses associated with operating and maintaining the Improvements, using a petty cash account ("**Petty Cash Account**") and/or, at the District's discretion, credit card ("**Petty Cash Credit Card**"), as described in this paragraph. The District shall maintain a Petty Cash Account that shall hold monies not to exceed one thousand dollars at any given time and that shall be established in such a manner to allow the Contractor, on behalf of the District, to write checks from the petty cash account. Alternatively, in its discretion, the District may provide to the Contractor a District Petty Cash Credit Card with a one thousand dollar limit. The Clubhouse Manager, on behalf of the Contractor, shall be the only individual authorized to write checks from the Petty Cash Account or use the Petty Cash Credit Card. To the extent feasible, the Contractor shall take all necessary steps to ensure that any petty cash purchases are made on a tax exempt basis. The District shall not replenish any funds in the Petty Cash Account, or authorize payment of the Petty Cash Credit Card bill, until provided with a full accounting, including copies of any receipts, for any monies spent. The Contractor shall be responsible for any purchases made that are not supported by appropriate receipts or that are not approved as part of the District's Budget or by the Board.

ADDITIONAL PROVISIONS FOR AQUATIC MANAGEMENT SERVICES

The Contractor shall oversee the management of the District's swimming amenities (e.g., the swimming pool, etc.) (together, "**Aquatic Improvements**"), including such tasks as checking in and monitoring patrons, responding to first aid situations, enforcement of the District's policies and procedures, performing light pool area cleaning, managing pool staff, handling phone calls and other similar duties. Contractor shall be solely responsible for the cost of any training, uniforms, and certifications required to perform such Services. Contractor and its employees shall be responsible for pool cleaning, brushing, and chemical readings consistent with Florida laws and regulations and best practices.

Pool Maintenance. The Contractor shall ensure that the chemical and filtration systems at the District's pool Improvements are maintained in good working order and all pool Improvements maintain a clean and sanitary condition, in accordance with all applicable rules, regulations, laws, and permits, including but not limited to Florida's Public Pool Code, Chapter 64E of the Florida Administrative Code, as well as any County-approved safety plan(s). Alternatively, the Contractor shall assist the District in hiring a contractor to provide such services.

Pool Monitors/Attendants. Contractor shall provide for pool monitor/attendant staffing at the Aquatics Improvements as needed and to the extent provided for in this **Exhibit A** and in **Exhibit B**. Pool monitor/attendant duties shall include, but are not limited to, providing excellent customer service, straightening pool furniture, collecting trash, performing opening and closing duties, signing residents and guests in and out as needed, ensuring forms and supplies are stocked, and enforcing District rules and policies.

Lifeguard Staffing and Responsibilities. If requested by the District, Contractor shall provide for lifeguard staffing at the Aquatics Improvements according to terms provided for herein and in the Exhibits hereto. Lifeguard staffing duties shall include, but are not limited to, providing excellent customer service, monitoring Patrons at the Aquatic Improvements and related areas, performing all duties in accordance with American Red Cross Lifeguarding Standards, maintaining consistent surveillance of patrons in the facility; acting immediately and appropriately to secure safety of patrons in the event of emergency, providing emergency care and treatment as required until the arrival of emergency medical services, and enforcing District rules and policies. Lifeguard compensation will be billed monthly, consistent with the terms of this Agreement and as set forth in **Exhibit B**, and based on actual hours worked rather than a flat monthly amount. Contractor will supply a monthly report generated and used by its accounting/payroll department, in order to validate the name of the guards that worked, the Contactor's billable-hourly rate for each lifeguard, and the total hours worked at the Aquatic Improvements. This back up shall be included with each monthly invoice. The budget numbers in **Exhibit B** assume Contractor determined appropriate and safe levels of staffing lifeguards at the Aquatic Improvements from Spring Break through the last weekend in October each year, with "full" daily staffing expected at the Recreational Center and weekend staffing in October anticipated for the Aquatics Center.

Other Duties. Contractor shall also be responsible for performing light cleaning including such tasks as spraying of deck areas each day, straightening deck furniture, and immediately reporting any conditions or practices that are unsafe. Contractor shall at all times be responsible for proper staffing during pool hours in accordance with the Aquatic Improvements' seasonal schedule and Red Cross Lifeguarding Standards. All personnel employed by Contractor under this Agreement shall have current and up to date certifications and undergo FDLE and criminal background checks. Failure to provide sufficient staffing to enable the pool to open as required may result in termination of this Agreement.

Certification. All personnel performing any of the Services hereunder shall be certified in accordance with Florida statutes and regulations and shall be in full compliance with all relevant Federal, State, and local statutes, regulations, and rules, including but not limited to American Red Cross, or similar industry-accepted, CPR and first aid training. Contractor shall provide the District with documentation demonstrating compliance with this section if requested. Should Contractor fail to comply, or to demonstrate compliance, the District may immediately terminate this Agreement for cause. The Contractor shall be permitted to conduct all necessary training and certification classes, utilizing the District's Improvements, so long as it does not interfere with other contracted or scheduled events.

Payment for Closure. If the Aquatic Improvements are open later than expected or closed earlier than expected, or for a period of time, on any given day during the term of this Agreement (including, but not limited to, during severe weather events, hurricane preparedness, etc.), Contractor agrees it shall not bill for, nor be due payment for, any hours which are not staffed.

ADDITIONAL PROVISIONS FOR YOUTH ACTIVITIES

With the District's prior approval, the Contractor may provide youth activities such as recreational day camps, story time, and arts and crafts activities, subject to the following:

- The Contractor shall conduct a background check for all potential applicants for staff positions hired to assist with children's recreational programs or activities involving minor children, and shall follow all procedures set forth in this section with respect to volunteers and employees.
- At least one Contractor employee assisting with a children's program or activity shall be certified in cardiopulmonary resuscitation by the American Red Cross or other program satisfactory to the District.
- The Contractor shall adhere to all federal and state laws regulating the operation and management of any recreational day camps, or other programs or activities for children; shall maintain any required licenses or other approvals necessary for such programs or activities; and shall otherwise comply with all of the requirements of this Agreement. To the extent the District is also required to obtain a license or approval, the Contractor shall notify the District of such requirement and assist the District in obtaining any required license or approval.

Volunteer and Employee Screening Procedure

Screening procedures are to be used with paid staff and volunteers who are entrusted with the care and supervision of minors or a person who directly oversees and/or exerts control or oversight over minors. These may include an employment and volunteer application requiring submittal of personal references and criminal history information. References should be checked. Criminal background checks shall be conducted on all paid staff and volunteers who are entrusted with the care and supervision of minors or a person who directly oversees and/or exerts control or oversight over minors. All criminal background checks will be updated periodically. This does not apply to occasional meet or event volunteers (timers, runners, marshals, etc.) who have only limited contact with athletes.

Supervision Procedures

Unless an extenuating situation exists, Contractor:

- Will have adequate number of screened and trained paid staff or volunteers present at practices and events involving minors. Supervision will increase in proportion to the risk of the activity.
- Will monitor Improvements during activities involving minors.
- Will endeavor to release minors (here, minors is defined as children ages 15 and younger) only to a parent, guardian, or provided list of emergency contacts consented to in writing by parent/guardian.
- Will obtain written parental permission, including a signed medical treatment form and emergency contacts, before taking minors on trips and should provide information regarding the trip.
- Will use two screened staff or volunteers when transporting minors in vehicles unless the parent(s)/guardian(s) sign a waiver allowing for a single screened staff or volunteer to transport his/her minor.
- Minors under five should be accompanied to the restroom and the paid staff or volunteer wait outside the facility to escort the child back to the activity. Whenever possible, the escort will be the same sex as the child.
- Provide periodic monitoring of restroom Improvements and encourage minors to report any inappropriate behavior they may hear or witness to paid staff or volunteer.
- Will encourage minors to use a "buddy system" whenever minors go on trips off of District

property.

- Will screen all paid staff and volunteers and approve those individuals in advance for any overnight activities that include oversight and control of minors.
- Will designate a "confidential counselor" to whom any minor can go at any time, without special permission, to discuss any problems he or she is having.

Behavioral Guidelines for Paid Staff and Volunteer

All volunteers and paid staff will observe the following guidelines:

- Do not provide alcoholic beverages, tobacco, drugs, contraband, or anything that is prohibited by law to minors.
- Whenever possible, at least two unrelated paid staff or volunteers will be in the room when minors are present. Doors will be left fully open if one adult needs to leave the room temporarily and during arrival to the practice or event before both adults are present. Speaking to a minor or minors one-on-one should be done in public settings where staff or volunteers are in sight.
- Avoid all inappropriate touching with minors. All touching shall be based on the needs of the individual being touched, not on the needs of the volunteer or paid staff. In the event a minor initiates physical contact and/or inappropriate touching, it is appropriate to inform the minor that such touching is inappropriate.
- Never engage in physical discipline of a minor. Volunteers and paid staff shall not abuse minors in any way, including but not limited to physical abuse, verbal/mental abuse, emotional abuse, and sexual abuse of any kind
- If you recognize an inappropriate relationship developing between a minor and adult, report such suspicions immediately to the confidential counselor or other with supervisory authority.
- Maintain clear professional boundaries with all minors and if you feel uncomfortable, refer the minor to another individual with supervisory authority.
- If one-on-one coaching or instruction is necessary, avoid meeting in isolated environments.
- Anyone who observes abuse of a minor will take appropriate steps to immediately intervene and provide assistance. Report any inappropriate conduct to the proper authorities and to the District, through its counsel, immediately.
- Provide clear expectations of behavior for both adult-athlete and athlete-athlete interactions for the protection of all persons involved.
- Use of audio or visual recording devices, including a cell phone camera, is not allowed in restrooms or changing areas.

Disqualification

No person may be entrusted with the care and supervision of minors or may directly oversee and/or exert control or oversight over minors who has been convicted of the offenses outlined below, been on a probated sentence or received deferred adjudication for any offense outlined below, or has presently pending any criminal charges for any offense outlined below until a determination of guilt or innocence has been made, including any person who is presently on deferred adjudication. The following offenses disqualify a person from care, supervision, control, or oversight of minors:

- Any offense against minors as defined by state law.

- A misdemeanor or felony offense as defined by state law that is classified as sexual assault, indecency with a minor or adult, assault of a minor or adult, injury to a minor or adult, abandoning or endangering a minor, sexual performance with a minor or adult, possession or promoting child pornography, enticing a minor, bigamy, incest, drug-related offenses, or family violence.
- A prior criminal history of an offense against minors.

ADDITIONAL PROVISIONS FOR ALCOHOL SALES

With the District's prior written approval, catered functions for patrons may be held where alcohol is provided. The Contractor shall not be responsible for the provision of alcohol in connection with such events, but instead shall assist the District in contracting with caterers who have the necessary licenses and appropriate insurance. In doing so, the Contractor shall adhere to all federal and state laws regulating the sale and service of alcoholic beverages, and shall maintain and verify the receipt of any required licenses or other approvals necessary for the sale and service of alcoholic beverages, and shall otherwise comply with all of the requirements of this Agreement. Further, the Contractor shall ensure that caterers are aware of the following requirements:

- At all functions where alcohol is served, there will be no less than one (1) bartender for every seventy-five (75) people for hosted bars and one (1) bartender for every one hundred (100) people for cash bars, and there will be no bartender or server fees, except to the extent that such fees are based on an hourly rate and in no way tied to the number of drinks served;
- Bartenders/Servers are not to serve any individuals that are under twenty-one (21) years of age;
- Bartenders/Servers are not to serve any individuals that appear intoxicated;
- All bartenders and wait staff, and all event staff at special events, must receive alcohol-awareness training; and
- The Contractor shall develop and implement an official board approved policy for safe alcohol consumption and guidelines for handling intoxicated guests.

EXHIBIT B

Schedule of Fees

Services will be billed bi-weekly, payable in advance of each bi-week pursuant to the following schedule for the period of **October 1 to September 30.**		
Total Annual Cost:	**$**	**30,000**

One-time Payroll Deposit [3]	$	N/A

(1). Budgeted Personnel: These budgeted costs reflect full personnel levels required to perform the services outlined in this Agreement. Personnel costs includes: All direct costs related to the personnel for wages, Full-Time benefits, applicable payroll-related taxes, workers' compensation, and payroll administration and processing.

(2). General Management and Oversight: The costs associated with the Contractor's expertise and time in the implementation of the day to day scope of services, management oversight, hiring, and training of staff.

(3). Payroll Deposit: A one-time deposit required for use in paying salaries and related costs for personnel assigned and providing services to the District. This payroll deposit is defined as one month of maximum total services costs.

The District shall be responsible for any of the following costs associated with the operation of the amenity Improvements:

Pre-employment Testing: Background and substance abuse reports shall be ordered for candidates identified to fill amenity positions.

Uniforms: Personnel shall wear community specific shirts provided by the District if required.

Office Equipment: Personnel will require a dedicated computer, printer, and a digital camera as well as convenient access to an onsite copier and fax machine, provided by the District.

Cell Phone: Management personnel shall require a cell phone or a cell phone allowance. This phone will also be used as the contact number for the District for after hour emergencies.

Mileage Reimbursement: Personnel shall receive mileage reimbursement incurred while performing the District's responsibilities when using a personal vehicle. Mileage shall be reimbursed at the rate approved by the Internal Revenue Service.

EXHIBIT C
HOA Addendum

[RESERVED.]

EXHIBIT D

Format for Monthly Report

Clubhouse Operations/Maintenance Updates

- [LIST APPLICABLE ITEMS]

Full Community Walkthroughs/Checks

- [LIST DATES & APPLICABLE ITEMS]

Pool & Pool Deck Checks

- [LIST DATES & APPLICABLE ITEMS]

Vendor Services Performed and/or Site Visits

- [LIST VENDOR(S), DATES & APPLICABLE ITEMS]

Board of Supervisor's Requests

- [LIST DATES & APPLICABLE ITEMS]

Resident Requests

- [LIST DATES & APPLICABLE ITEMS]

SOLAERIS

COMMUNITY DEVELOPMENT DISTRICT

8

RESOLUTION 2024-15

[SUPPLEMENTAL ASSESSMENT RESOLUTION WITH DELEGATION OF AUTHORITY – 2024 BONDS]

A RESOLUTION SETTING FORTH THE SPECIFIC TERMS OF THE SOLAERIS COMMUNITY DEVELOPMENT DISTRICT'S SPECIAL ASSESSMENT BONDS, SERIES 2024 (ASSESSMENT AREA ONE – 2024 PROJECT) ("BONDS"); MAKING CERTAIN ADDITIONAL FINDINGS AND CONFIRMING AND/OR ADOPTING AN ENGINEER'S REPORT AND A SUPPLEMENTAL ASSESSMENT REPORT; DELEGATING AUTHORITY TO PREPARE FINAL REPORTS AND UPDATE THIS RESOLUTION; CONFIRMING THE MAXIMUM ASSESSMENT LIEN SECURING THE BONDS; ADDRESSING THE ALLOCATION AND COLLECTION OF THE ASSESSMENTS SECURING THE BONDS; ADDRESSING PREPAYMENTS; ADDRESSING TRUE-UP PAYMENTS; PROVIDING FOR THE SUPPLEMENTATION OF THE IMPROVEMENT LIEN BOOK; AND PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

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

WHEREAS, the District's Board of Supervisors ("**Board**") has previously adopted, after proper notice and public hearing, Resolution No. 2024-12 ("**Master Assessment Resolution**"), relating to the imposition, levy, collection and enforcement of such special assessments, and establishing a master lien over the property within the District, which lien remains inchoate until the District issues bonds, as provided in the Master Assessment Resolution; and

WHEREAS, the Master Assessment Resolution provides that as each series of bonds is issued to fund all or any portion of the District's improvements, a supplemental resolution may be adopted to set forth the specific terms of the bonds and certify the amount of the lien of the special assessments securing any portion of the bonds, including interest, costs of issuance, the number of payments due, and the application of receipt of any true-up proceeds; and

WHEREAS, on April 4, 2024, and in order to finance all or a portion of what is known as the "Assessment Area One – 2024 Project" (**"Project"**), the District adopted Resolution 2024-10 ("**Delegated Award Resolution**"), which authorized the District to enter into a *Bond Purchase Contract* and sell its Special Assessment Bonds, Series 2024 (Assessment Area One – 2024 Project) ("**Bonds**") within certain parameters set forth in the Delegated Award Resolution; and

WHEREAS, the District intends to secure the Bonds by levying debt service special assessments ("**Assessments**") pursuant to the terms of the Master Assessment Resolution, in accordance with the supplemental trust indenture applicable to the Bonds and associated financing documents; and

WHEREAS, pursuant to and consistent with the Master Assessment Resolution and Delegated Award Resolution, the District desires to authorize the finalization of its Assessments, among other actions.

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

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

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

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

   a. The *First Supplemental Engineer's Report*, as further amended and supplemented from time to time, attached to this Resolution as **Exhibit A** ("**Engineer's Report**"), identifies and describes, among other things, the presently expected components and estimated costs of the Project. The District hereby confirms that the Project serves a proper, essential and valid public purpose. The Engineer's Report is hereby approved, adopted, and confirmed in substantial form. The District authorizes and ratifies its use in connection with the sale of the Bonds, subject to any changes deemed necessary under Section 4.a herein.

   b. The *Final Supplemental Special Assessment Methodology Report*, and attached to this Resolution as **Exhibit B** ("**Supplemental Assessment Report**"), applies the *Master Special Assessment Methodology Report*, dated March 14, 2024 ("**Master Assessment Report**") to the Project and the actual terms of the Bonds. The Supplemental Assessment Report is hereby approved, adopted and confirmed in substantial form. The District authorizes and ratifies its use in connection with the sale of the Bonds, subject to any changes deemed necessary under Section 4.a. herein.

   c. Generally speaking, and subject to the terms of **Exhibit A** and **Exhibit B,** the Project benefits all developable property within the District, as further described in **Exhibit C** attached hereto ("**Assessment Area**"). Moreover, the benefits from the Project funded by the Bonds equal or exceed the amount of the special assessments ("**Assessments**"), as described in **Exhibit B**, and such the Assessments are fairly and reasonably allocated across the Assessment Area. It is reasonable, proper, just and right to assess the portion of the costs of the Project to be financed with the Bonds to the specially benefited properties within the Assessment Area as set forth in Master Assessment Resolution and this Resolution.

4. **CONFIRMATION OF MAXIMUM ASSESSMENT LIEN SECURING THE BONDS; DELEGATION OF AUTHORITY FOR DISTRICT STAFF TO ISSUE FINAL REPORTS AND UPDATE THIS RESOLUTION.** As provided in the Master Assessment Resolution, this Resolution is intended to set forth the terms of the

Bonds and the final amount of the lien of the Assessments. In connection with the closing on the sale of the Bonds, District Staff is authorized to:

a. Prepare final versions of the Engineer's Report and Supplemental Assessment Report attached hereto as **Exhibit A** and **Exhibit B**, respectively, to incorporate final pricing terms and make such other revisions as may be deemed necessary, provided however that:

i. the Assessments shall be levied and imposed within the parameters of the Master Assessment Resolution and Delegated Award Resolution,

ii. the final versions shall be approved by the Chairperson or, in the Chairperson's absence, the Vice Chairperson, and in the absence or unavailability of the Vice Chairman, any other member of the Board, which approval shall be conclusively evidenced by execution of the Bond Purchase Contract and closing on the Bonds, and

iii. the actual amounts financed, costs of issuance, expected costs of collection, and the total amount of assessments pledged to the issuance of the Bonds, which amount shall be consistent with the lien imposed by the Master Assessment Resolution, shall all be as set forth in the final Supplemental Assessment Report.

b. After pricing, the District Manager is directed to attach a **Composite Exhibit D** to this Resolution showing: (i) Maturities and Coupon of Bonds, (ii) Sources and Uses of Funds for Bonds, and (iii) Annual Debt Service Payment Due on Bonds; and

c. Upon closing on the District's Bonds, the District's Secretary is hereby authorized and directed to record a Notice of Assessments in the Official Records of the County in which the District is located, or such other instrument evidencing the actions taken by the District. The lien of the Assessments shall be the principal amount due on the Bonds, together with interest and collection costs, and other pledged revenues as set forth in the applicable indenture(s), and shall cover all developable acreage within the Assessment Area, as further provided in the Assessment Roll included in the Supplemental Assessment Report, and as such land is ultimately defined and set forth in site plans or other designations of developable acreage. To the extent that land is added to the District and made subject to the master assessment lien described in the Master Assessment Report, the District may, by resolution, determine such land to be benefitted by the Series Project and reallocate the Assessments securing the Bonds in order to impose Assessments on the newly added and benefitted property.

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

a. The Assessments shall be allocated in accordance with **Exhibit B** and the Master Assessment Report. The final Supplemental Assessment Report shall reflect the actual terms of the issuance of the Bonds. The Assessments shall be paid in not more than thirty (30) years of installments of principal and interest.

b. The District hereby certifies the Assessments for collection and authorizes and directs District staff to take all actions necessary to meet the time and other deadlines imposed for collection by the County and other Florida law. The District's Board each year shall adopt a resolution addressing the manner in which the Assessments shall be collected for the upcoming fiscal year. The decision to collect 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 the 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.

6. **IMPACT FEE CREDITS.** Any impact fee credits that are generated from the Project shall be handled in the manner as set forth in Resolution 2024-09.

7. **PREPAYMENT OF ASSESSMENTS.** Any owner of property subject to the Assessments may, at its option, pre-pay the entire amount of the Assessments any time, or a portion of the amount of the Assessments up to two (2) times (or as otherwise provided by the Supplemental Indenture for the Bonds), plus any applicable interest (as provided for in the Supplemental Indenture for the Bonds or in the Master Assessment Resolution), attributable to the property subject to the Assessments owned by such owner. In connection with any prepayment of Assessments, the District may grant a discount equal to all or part of the payee's proportionate share of financing costs (e.g., reserves) to the extent such discounts are provided for under the applicable trust indenture. Except as otherwise set forth herein, the terms of the Master Assessment Resolution addressing prepayment of assessments shall continue to apply in full force and effect.

8. **APPLICATION OF TRUE-UP PAYMENTS.** The terms of the Master Assessment Resolution addressing True-Up Payments, as defined therein, shall continue to apply in full force and effect.

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

10. **ADDITIONAL AUTHORIZATION.** The Chairman, the Secretary, and all other Supervisors, officers and staff of the District are hereby authorized and directed to take all actions necessary or desirable in connection with the issuance and delivery of the Bonds, and final levy of the Assessments, and the consummation of all transactions in connection therewith, including the execution of all certificates, documents, papers, notices, and agreements necessary to the undertaking and fulfillment of all transactions referred to in or contemplated by the this Resolution. The Vice Chairman is hereby authorized to act in the place of the Chairman in any undertaking authorized or required of the Chairman hereunder, and in the absence of the Chairman and Vice Chairman, any other member of the District's Board of Supervisors is so authorized, and any Assistant Secretary is hereby authorized to act in the place of the Secretary in any undertaking authorized or required of the Secretary hereunder.

11. **CONFLICTS**. This Resolution is intended to supplement the Master Assessment Resolution, which remains in full force and effect and is applicable to the Bonds except as modified herein. This Resolution and the Master Assessment Resolution shall be construed to the maximum extent possible to give full force and effect to the provisions of each resolution, provided however that to the extent of

any conflict, this Resolution shall control. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

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

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

[CONTINUED ON NEXT PAGE]

APPROVED and **ADOPTED** this 18th day of April, 2024.

ATTEST:

SOLAERIS
COMMUNITY DEVELOPMENT DISTRICT

____
Secretary/Assistant Secretary

____
Chair/Vice Chair, Board of Supervisors

Exhibit A:	*First Supplemental Engineer's Report*
Exhibit B:	*Final First Supplemental Special Assessment Methodology Report*
Exhibit C:	Legal Description of the Assessment Area
Comp. Exhibit D:	Maturities and Coupon of Bonds Sources and Uses of Funds for Bonds Annual Debt Service Payment Due on Bonds

EXHIBIT A

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

FIRST SUPPLEMENAL 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

April 16, 2024

FIRST SUPPLEMENTAL ENGINEER'S REPORT FOR THE SOLAERIS COMMUNITY DEVELOPMENT DISTRICT

1. PURPOSE

This report supplements the *Master Engineer's Report*, dated March 14, 2024 ("**Master Report**") in order to address the first phase of the District's CIP to be known as the "**Master Offsite 2024 Project"** (herein a/k/a "**Project**"). All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Master Report.

2. MASTER OFFSITE 2024 PROJECT

The District's Project includes the "master" portion of the CIP that is necessary for the development of what is known as "Pods 1, 2, 7 and 8" (together, "**Assessment Area One**") of the District. A legal description and sketch for Assessment Area One are shown in **Exhibit A.**

Product Mix

The table below shows the product types that will be part of the Project:

Product Types

Product Type	Master Offsite 2024 Project / Assessment Area One Units (Pods 1, 2, 7 & 8)
Pod 1 Residential Lots (SF)	520
Pod 2 Residential Lots (SF)	679
Pod 7 Residential Lots (SF)	342
Pod 8 Residential Lots (TH)	180
TOTAL	1,721

List of Project Improvements

The various improvements that are part of the overall CIP – including those that are part of the Project – are described in detail in the Master Report, and those descriptions are incorporated herein. The Project includes, generally stated, the development of Crosstown Road, the 2-lane expansion of Rangeline Road north of the Glades intersection, certain utility connection fees, the master spine road, and the master stormwater system.

Permits

The status of the applicable permits necessary for the Project is as shown below:

Permit Table

Project	St Lucie County	FDEP NOI	SFWMD	County Water & Sewer
Master PUD Conceptual	POD 2023-201	N/A	App#221031-36441	In Planning
Crosstown Road (4-lane expansion)	P22-020 & 169	Contractor to Obtain	220314-33546	City 5000-27

Estimated Costs / Benefits

The table below shows the "master" costs that are necessary for delivery of the Assessment Area One lots for the Project:

ESTIMATED COSTS OF DELIVERING THE MASTER OFFSITE 2024 PROJECT

Improvements	Total Costs	Ownership & Maintenance
Crosstown Parkway (4 Lane Expansion) (FN 4)	$11,000,000	City
Rangeline Rd (2-lane expansion, north of Glades intersection) (FN 4)	$7,400,000	County
Creditable Connection Fees to fund the County's installation of utilities from the north of the project (500 ERC + 500 ERC TAA) (FN 4)	$3,860,620	County
Internal Spine Road	$32,587,281	CDD
Master Stormwater Management System	$27,229,330	CDD
Total Cost of Project	**$82,077,231**	

(1) The probable costs estimated herein do not include anticipated carrying cost, interest reserves or other anticipated CDD expenditures that may be incurred.
(2) 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.
(3) 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, subject to the approval of the District's bond counsel.
(4) Impact fee-creditable improvements. 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. It is estimated that impact fee credits are eligible for the construction of Crosstown Parkway only in the amount of 66.7% of the cost of that improvement, or $7,337,000. The Rangeline Road expansion is anticipated to be 100% impact fee credit eligible. Further, all connection fees will be paid at the time of project construction, resulting in eligible utility connection fee credits. It is anticipated that homebuilders will purchase the credits, and the CDD will use the proceeds of those sales to acquire non-impact fee creditable improvements.

3. CONCLUSION

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

- the estimated cost to the Project 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 Project are required by applicable development approvals issued pursuant to Section 380.06, Florida Statutes;

- the Project is feasible to construct, there are no technical reasons existing at this time that would prevent the implementation of the Project;

- all permits and approvals necessary for the development of the Project and Assessment Area One have been obtained or are reasonably expected to be obtained in the ordinary course; and

- the assessable property within Assessment Area One will receive a special benefit from the Project that is at least equal to the costs of the Project.

As described above, this report identifies the benefits from the Project to the lands within Assessment Area One. The Project is part of the District's overall CIP, which functions as a system of improvements. That said, while the general public, property owners, and property outside Assessment Area One will benefit from the provisions of the Project, these are incidental to the Project. Special and peculiar benefits accrue to property within Assessment Area One and enable properties within its boundaries to be developed.

The Project will be owned by the District or other governmental units and such Project 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 Project is or will be located on lands owned or to be owned by the District or another governmental entity or on perpetual easements in favor of the District or other governmental entity. The Project, and any cost estimates set forth herein, do not include any earthwork, grading or other improvements on private lots or property. The District will pay the lesser of the cost of the components of the Project or the fair market value.

Please note that the Project as presented herein is based on current plans and market conditions which are subject to change. Accordingly, the Project, as used herein, refers to sufficient public infrastructure of the kinds described herein (i.e., stormwater/floodplain management, sanitary sewer, potable water, etc.) to support the development and sale of the planned 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

Digitally signed by Brandon Ulmer
DN: c=US, o=thomas engineering group llc, dnQualifier=A01410D0000018B3869BB6300019BB9, cn=Brandon Ulmer
Date: 2024.04.17 07:23:33 -04'00'

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

EXHIBIT A: Legal Descriptions and Sketch of Project Area a/k/a Assessment Area One (a/k/a Pods 1, 2, 7 and 8)

POD 1 - DESCRIPTION OF A 309.81 ACRE TRACT OF LAND SITUATED IN
SECTIONS 25 AND 36 OF TOWNSHIP 36 SOUTH, RANGE 38 EAST
ST. LUCIE COUNTY, FLORIDA.

BEING A PORTION OF POD 1 AND POD 2, AS RECORDED IN OFFICIAL RECORD BOOK (O.R.B.) 4919, PAGE 1118 OF THE ST. LUCIE COUNTY RECORDS (S.L.C.R.),

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 25; THENCE S 89°17'56" W, 70.01 TO THE WEST LINE OF A 70-FOOT WIDE RANGE ROAD EXTENSION, AS RECORDED IN O.R.B. 3028, PAGE 2670 S.L.C.R., THE NORTHEAST CORNER OF SAID POD 1, AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE S 00°00'44" W, 5283.00 FEET ALONG THE WEST LINE OF SAID RANGE ROAD EXTENSION AND THE EAST LINE OF SAID POD 1, BEING 70 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID SECTION 25 TO A POINT;

THENCE S 00°08'55" E, 564.97 FEET CONTINUING ALONG THE WEST LINE OF SAID RANGE ROAD EXTENSION AND THE EAST LINE OF SAID POD 1 TO THE SOUTHEAST CORNER OF SAID POD 1;

THENCE ALONG THE SOUTH LINE OF SAID POD 1 THE FOLLOWING COURSES:

THENCE N 90°00'00" W, 602.93 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 767.02 FEET, HAVING A RADIUS OF 890.00 FEET, A CENTRAL ANGLE OF 49°22'44" AND CHORD WHICH BEARS N 65°18'38" W, 743.50 FEET TO A POINT OF TANGENCY;

THENCE N 40°37'16" W, 596.55 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 1056.82 FEET, HAVING A RADIUS OF 1610.00 FEET, A CENTRAL ANGLE OF 37°36'35" AND CHORD WHICH BEARS N 59°25'34" W, 1037.95 FEET TO A POINT OF NON-TANGENCY;

THENCE N 22°20'47" E, 106.08 FEET DEPARTING THE SOUTH LINE OF SAID POD 1 TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT WITH A RADIAL BEARING OF N 78°21'28" W;

THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 171.74 FEET, HAVING A RADIUS OF 117.38 FEET, A CENTRAL ANGLE OF 83°49'41", AND CHORD WHICH BEARS N 30°16'18" W, 156.83 FEET TO A POINT OF NON-TANGENCY;

THENCE N 81°26'13" W, 105.40 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 47.85 FEET, HAVING A RADIUS OF 99.34 FEET, A CENTRAL ANGLE OF 27°36'08", AND CHORD WHICH BEARS N 67°38'09" W, 47.39 FEET TO A POINT OF TANGENCY;

THENCE N 53°50'05" W, 89.96 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 31.05 FEET, HAVING A RADIUS OF 71.34 FEET, A CENTRAL ANGLE OF 24°56'33", AND CHORD WHICH BEARS N 41°21'48" W, 30.81 FEET TO A POINT OF NON-TANGENCY;

THENCE N 07°03'02" W, 149.95 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT WITH A RADIAL BEARING OF S 81°04'08" W;

THENCE NORTHWESTERLY, ALONG SAID CURVE AN ARC DISTANCE OF 125.37 FEET, HAVING A RADIUS OF 84.42 FEET, A CENTRAL ANGLE OF 85°05'27", AND CHORD WHICH BEARS N 51°28'36" W, 114.17 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT WITH A RADIAL BEARING OF N 86°26'22" W;

THENCE NORTHWESTERLY, ALONG SAID CURVE AN ARC DISTANCE OF 265.56 FEET, HAVING A RADIUS OF 2180.31 FEET, A CENTRAL ANGLE OF 06°58'43", AND CHORD WHICH BEARS N 00°04'16" E, 265.40 FEET TO A POINT OF NON-TANGENCY;

THENCE N 05°05'45" W, 107.72 FEET TO A POINT;

THENCE S 88°25'27" E, 106.74 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 565.87, HAVING A RADIUS OF 350.00 FEET, A CENTRAL ANGLE OF 92°38'02", AND CHORD WHICH BEARS N 45°15'32" E, 506.22 FEET TO A POINT OF TANGENCY;

THENCE N 01°03'29" W, 643.39 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT WITH A RADIAL BEARING OF N 88°56'31" E;

THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 105.98, HAVING A RADIUS OF 350.00 FEET, A CENTRAL ANGLE OF 17°20'59", AND CHORD WHICH BEARS N 08°08'31" E, 105.58 FEET TO A POINT OF TANGENCY;

THENCE N 16°49'00" E, 262.17 FEET TO A POINT;

THENCE N 16°34'38" E, 158.96 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT WITH A RADIAL BEARING OF N 79°59'39" W;

THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 736.34, HAVING A RADIUS OF 549.92 FEET, A CENTRAL ANGLE OF 76°43'07", AND CHORD WHICH BEARS N 24°21'13" W,

682.56 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT WITH A RADIAL BEARING OF S 29°41'05" W;

THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 113.16, HAVING A RADIUS OF 1355.72 FEET, A CENTRAL ANGLE OF 04°46'57", AND CHORD WHICH BEARS N 62°42'24" W, 113.13 FEET TO A POINT OF NON-TANGENCY;

N 30°11'55" E, 372.72 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 147.20, HAVING A RADIUS OF 500.00 FEET, A CENTRAL ANGLE OF 16°52'05", AND CHORD WHICH BEARS N 38°37'58" E, 146.67 FEET TO A POINT OF TANGENCY;

THENCE N 47°04'00" E, 184.82 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT WHOSE RADIUS BEARS N 05°40'27" W;

THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 588.86, HAVING A RADIUS OF 191.00 FEET, A CENTRAL ANGLE OF 176°38'43", AND CHORD WHICH BEARS N 03°59'48" W, 381.84 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT WHOSE RADIUS BEARS N 02°19'10" W;

THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 81.83 FEET, HAVING A RADIUS OF 70.00 FEET, A CENTRAL ANGLE OF 66°58'50", AND CHORD WHICH BEARS N 54°11'25" E, 77.25 FEET TO POINT OF TANGENCY;

THENCE N 20°42'00" E, 107.35 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT WHOSE RADIUS BEARS N 40°48'05" E;

THENCE NORTHERLY ALONG SAID CURVE AN ARC DISTANCE OF 165.91 FEET, HAVING A RADIUS OF 68.00 FEET, A CENTRAL ANGLE OF 139°47'50" AND CHORD WHICH BEARS N 20°42'00" E, 127.72 FEET TO A POINT OF NON-TANGENCY;

THENCE N 20°42'00" E, 277.60 FEET TO A POINT LYING ON THE NORTH LINE OF SAID POD 1 AND BEING THE NORTH LINE OF SAID SECTION 25;

THENCE S 89°17'56" E, 2116.89 FEET ALONG THE NORTH LINE OF SAID SECTION 25 AND SAID POD 1 TO THE POINT OF BEGINNING AND CONTAINING 309.81 ACRES +/-.

Description of Pod 2

BEING A PARCEL OF LAND LYING IN POD 1 AND POD 2 AT OAK RIDGE RANCH, AS RECORDED IN OFFICIAL RECORDS BOOK 4919, PAGE 1118, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA AND

LYING IN SECTION 25, TOWNSHIP 36 SOUTH, RANGE 38 EAST, CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 36, TOWNSHIP 36 SOUTH, RANGE 38 EAST; THENCE N.00°08'55"W., ALONG THE EAST LINE OF SAID SECTION 36, A DISTANCE OF 4812.87 FEET; THENCE

N.90°00'00"W., DEPARTING SAID EAST LINE OF SECTION 36, A DISTANCE OF 70.00 FEET TO THE SOUTHEAST CORNER OF POD 1 AT OAK RIDGE RANCH, AS RECORDED IN OFFICIAL RECORDS BOOK 4919, PAGE

1118, OF SAID PUBLIC RECORDS; THENCE THE FOLLOWING FOUR (4) COURSES BEING OF THE SOUTHERLY LINE OF SAID POD 1 AT OAK RIDGE RANCH: 1) N.90°00'00"W., A DISTANCE OF 602.93 FEET TO A POINT

OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST WITH A RADIUS OF 890.00 FEET; 2) THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 49°22'44", A

DISTANCE OF 767.02 FEET TO A POINT OF TANGENCY; 3) THENCE 40°37'16"W., A DISTANCE OF 596.55 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST WITH A RADIUS OF 1610.00

FEET; 4) THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 37°36'35", A DISTANCE OF 1056.83 FEET TO A POINT OF NON-TANGENCY AND THE POINT OF

BEGINNING.

THENCE N.22°20'47"E., DEPARTING SAID SOUTHERLY LINE OF POD 1, A DISTANCE OF 106.08 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE SOUTHWEST, WITH A RADIUS OF 117.38

FEET AND A RADIAL BEARING OF N.78°21'28"W. AT SAID INTERSECTION; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 83°49'41", A DISTANCE OF 171.74 FEET

TO A POINT OF NON-TANGENCY; THENCE N.81°26'13"W., A DISTANCE OF 105.40 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH, WITH A RADIUS OF 99.34 FEET; THENCE WESTERLY,

ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 27°36'08", A DISTANCE OF 47.85 FEET TO A POINT OF TANGENCY; THENCE N.53°50'05"W., A DISTANCE OF 89.96 FEET TO A POINT OF

CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, WITH A RADIUS OF 71.34 FEET; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 24°56'33", A DISTANCE OF

31.05 FEET TO A POINT OF NON TANGENCY; THENCE N.07°03'02"W., A DISTANCE OF 149.95 FEET TO A NON TANGENT INTERSECTION WITH A CURVE CONCAVE TO SOUTHWEST, WITH A RADIUS OF 84.42 FEET

AND A RADIAL BEARING OF S.81°04'08"W. AT SAID INTERSECTION; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 85°05'27", A DISTANCE OF 125.37 FEET TO A

NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE WEST, WITH A RADIUS OF 2180.31 FEET AND A RADIAL BEARING OF N.86°26'22"W. AT SAID INTERSECTION; THENCE NORTHERLY, ALONG THE

ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 06°58'43", A DISTANCE OF 265.56 FEET TO A POINT OF NON-TANGENCY; THENCE N.05°05'45"W., A DISTANCE OF 107.72 FEET; THENCE S.88°25'27"E., A

DISTANCE OF 106.74 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, WITH A RADIUS OF 350.00 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A

CENTRAL ANGLE OF 92°38'02", A DISTANCE OF 565.87 FEET TO A POINT OF TANGENCY; THENCE N.01°03'29"W., A DISTANCE OF 643.39 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO

THE EAST, WITH A RADIUS OF 350.00 FEET AND A RADIAL BEARING OF N.89°27'32"E. AT SAID INTERSECTION; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 17°20'59",

A DISTANCE OF 105.98 FEET TO A POINT OF TANGENCY; THENCE N.16°49'00"E., A DISTANCE OF 262.17 FEET; THENCE N.16°34'38"E., A DISTANCE OF 158.96 FEET TO A NON-TANGENT INTERSECTION WITH A

CURVE CONCAVE TO THE WEST, WITH A RADIUS OF 549.92 FEET AND A RADIAL BEARING OF N.75°59'39"W. AT SAID INTERSECTION; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A

CENTRAL ANGLE OF 76°43'07", A DISTANCE OF 736.34 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE SOUTHWEST, WITH A RADIUS OF 1355.72 FEET AND A RADIAL BEARING OF

S.29°41'05"W. AT SAID INTERSECTION; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 04°46'57", A DISTANCE OF 113.16 FEET TO A POINT OF NON-TANGENCY; THENCE

N.30°11'55"E., A DISTANCE OF 372.72 FEET TO POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, WITH A RADIUS OF 500.00 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE,

THROUGH A CENTRAL ANGLE OF 16°52'05", A DISTANCE OF 147.20 FEET TO A POINT OF TANGENCY; THENCE N.47°04'00"E., A DISTANCE OF 184.82 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE

CONCAVE TO THE SOUTHWEST, WITH A RADIUS OF 191.00 FEET AND A RADIAL BEARING OF N.05°40'27"W. AT SAID INTERSECTION; THENCE NORTHEASTERLY AND THEN NORTHWESTERLY, ALONG THE ARC

OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 221°15'53", A DISTANCE OF 737.60 FEET A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, WITH A RADIUS OF 70.00 FEET;

THENCE WESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 71°08'34", A DISTANCE OF 86.92 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE

SOUTHWEST, WITH A RADIUS OF 258.00 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 23°31'15", A DISTANCE OF 105.91 FEET TO A POINT OF TANGENCY;

THENCE N.89°19'00"W., A DISTANCE OF 123.05 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, WITH A RADIUS OF 258.00 FEET; THENCE SOUTHWESTERLY, ALONG THE ARC OF

SAID CURVE, THROUGH A CENTRAL ANGLE OF 60°07'34, A DISTANCE OF 270.74 FEET TO A POINT OF TANGENCY; THENCE S.30°33'26"W., A DISTANCE OF 514.98 FEET; THENCE S.22°06'14"W., A DISTANCE OF

37.21 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE SOUTHEAST, WITH A RADIUS OF 657.00 FEET AND A RADIAL BEARING OF S.22°06'14"W. AT SAID INTERSECTION; THENCE

SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 104°53'06", A DISTANCE OF 1202.70 FEET TO A POINT OF TANGENCY; THENCE S.07°13'08"W., A DISTANCE OF 174.84 FEET

TO POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, WITH A RADIUS OF 40.00 FEET; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF

123°44'50", A DISTANCE OF 86.39 FEET TO A POINT OF TANGENCY; THENCE N.49°02'02"W., A DISTANCE OF 281.81 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE NORTHWEST, WITH

A RADIUS OF 358.00 FEET AND A RADIAL BEARING OF N.70°44'01"W. AT SAID INTERSECTION; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 19°33'11", A

DISTANCE OF 122.17 FEET TO A POINT OF TANGENCY; THENCE N.00°17'13"W., A DISTANCE OF 66.50 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, WITH A RADIUS OF 258.00

FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 405.27 FEET TO A POINT OF TANGENCY; THENCE S.89°42'47"W., A DISTANCE OF

144.01 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, WITH A RADIUS OF 275.00 FEET; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL

ANGLE OF 90°00'00", A DISTANCE OF 431.97 FEET TO A POINT ON THE WESTERLY LINE OF SAID POD 2 AT OAK RIDGE RANCH, SAID POINT ALSO BEING A POINT ON THE WEST LINE OF SECTION 25, TOWNSHIP

36 SOUTH, RANGE 38 EAST AND A POINT OF TANGENCY; THENCE THE FOLLOWING FOUR (4) COURSES BEING ALONG THE WESTERLY AND THEN SOUTHERLY LINE OF SAID POD 2 AT OAK RIDGE RANCH: 1)

S.00°17'12"E., A DISTANCE OF 2255.21 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, WITH A RADIUS OF 430.00 FEET; 2) THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID

CURVE, THROUGH A CENTRAL ANGLE OF 50°03'01", A DISTANCE OF 375.62 FEET TO A POINT OF TANGENCY; 3) THENCE S.50°20'14"E., A DISTANCE OF 1052.91 FEET TO A NON-TANGENT INTERSECTION WITH A

CURVE CONCAVE TO SOUTHEAST, WITH A RADIUS OF 1110.00 FEET AND A RADIAL BEARING OF S.41°54'34"E. AT SAID INTERSECTION; 4) THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE,

THROUGH A CENTRAL ANGLE OF 44°01'58", A DISTANCE OF 853.05 FEET TO A POINT OF TANGENCY; THENCE S.87°52'36"E. CONTINUING ALONG THE SOUTHERLY LINE OF SAID POD 2 AND ALSO BEING THE

EXTENSION OF THE SOUTHERLY LINE OF SAID POD 1, A DISTANCE OF 567.52 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, WITH A RADIUS OF 1610.00 FEET; THENCE

SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 09°38'45", A DISTANCE OF 271.05 FEET TO A POINT OF NON-TANGENCY AND THE POINT OF BEGINNING.

CONTAINING: 8,711,535 SQUARE FEET OR 199.99 ACRES, MORE OR LESS.

LEGAL DESCRIPTION

POD 7

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

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 36, TOWNSHIP 36 SOUTH, RANGE 38 EAST; THENCE NORTH 00°08'55" WEST ALONG THE EAST LINE OF SAID SECTION 36, A DISTANCE OF 431.14 FEET TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY OF GLADES CUT OFF ROAD (SR 709) AS RECORDED IN OFFICIAL RECORD BOOK 587, PAGE 1117 IN THE PUBLIC RECORDS OF ST LUCIE COUNTY, FLORIDA ; THENCE SOUTH 44°46'11" WEST ALONG SAID NORTHWESTERLY RIGHT OF WAY, 4608.14 FEET; THENCE NORTH 45°17'15" WEST, 1382.37 FEET TO THE POINT OF BEGINNING: THENCE CONTINUE NORTH 45°17'15" WEST, 9.01 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 1090.00 FEET AND A CENTRAL ANGLE OF 30°53'26"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 587.66 FEET TO THE POINT OF TANGENCY; THENCE NORTH 14°23'50" WEST, 1488.08 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 1, SAID POINT BEARS NORTH 89°01'22" WEST, 239.11 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 1; THENCE CONTINUE NORTH 14°23'50" WEST, 883.82 FEET; THENCE NORTH 75°35'06" EAST, 384.74 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 400.00 FEET AND A CENTRAL ANGLE OF 90°02'35"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 628.62 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 14°22'20" EAST, 430.11 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 250.00 FEET AND A CENTRAL ANGLE OF 66°48'14"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 291.49 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 81°10'34" EAST, 240.50 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 205.00 FEET AND A CENTRAL ANGLE OF 44°38'06"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE 159.70 FEET TO THE POINT OF TANGENCY; THENCE NORTH 54°11'20" EAST, 96.54 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 292.00 FEET AND A CENTRAL ANGLE OF 31°32'41"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE 160.76 FEET TO THE POINT OF TANGENCY; THENCE NORTH 85°44'01" EAST, 85.04 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 125.00 FEET AND A CENTRAL ANGLE OF 57°40'50"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 125.84 FEET TO THE POINT OF TANGENCY; THENCE NORTH 28°03'10" EAST, 49.85 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 270.00 FEET AND A CENTRAL ANGLE OF 28°48'31"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 135.76 FEET TO THE POINT OF TANGENCY; THENCE NORTH 00°45'21" WEST, 324.41 FEET; THENCE NORTH 64°03'52" WEST, 72.97 FEET; THENCE NORTH 55°05'54" WEST, 306.20 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 250.00 FEET AND A CENTRAL ANGLE OF 93°40'59"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 408.77 FEET TO THE POINT OF TANGENCY; THENCE NORTH 38°35'05" EAST, 41.92 FEET; THENCE NORTH 20°03'37" EAST, 206.73 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 250.00 FEET AND A CENTRAL ANGLE OF 69°07'30"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 301.61 FEET TO THE POINT OF TANGENCY; THENCE

NORTH 89°11'07" EAST, 123.11 FEET; THENCE NORTH 00°53'46" EAST, 28.85 FEET; THENCE NORTH 89°25'22" EAST, 466.91 FEET; THENCE SOUTH 00°00'00" EAST, 447.28 FEET; THENCE SOUTH 55°36'12" EAST, 703.10 FEET TO A NON-TANGENT POINT OF CURVATURE THROUGH WHICH A RADIAL LINE BEARS SOUTH 30°09'31" EAST; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 420.00 FEET, A CENTRAL ANGLE OF 19°11'14" AND AN ARC DISTANCE OF 140.65 FEET TO THE POINT OF TANGENCY; THENCE NORTH 79°01'44" EAST, 359.88 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 80.00 FEET AND A CENTRAL ANGLE OF 47°28'40"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 66.29 FEET TO THE POINT OF TANGENCY; THENCE NORTH 31°33'04" EAST, 423.17 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 80.00 FEET AND A CENTRAL ANGLE OF 30°53'34"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 43.13 FEET TO THE POINT OF TANGENCY; THENCE NORTH 00°39'30" EAST, 156.83 FEET; THENCE SOUTH 89°20'30" EAST, 170.00 FEET; THENCE SOUTH 00°39'30" WEST, 156.83 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 250.00 FEET AND A CENTRAL ANGLE OF 30°53'34"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 134.79 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 31°33'04" WEST, 423.17 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 250.00 FEET AND A CENTRAL ANGLE OF 47°28'40"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 207.16 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 79°01'44" WEST, 359.88 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 250.00 FEET AND A CENTRAL ANGLE OF 45°36'53"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 199.03 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 33°24'51" WEST, 223.01 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 250.00 FEET AND A CENTRAL ANGLE OF 26°25'19"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE 115.29 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 06°59'32" WEST, 198.89 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 500.00 FEET AND A CENTRAL ANGLE OF 38°04'14"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 332.23 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 45°03'46" WEST, 381.37 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 500.00 FEET AND A CENTRAL ANGLE OF 22°35'07"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 197.09 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 67°38'53" WEST, 182.59 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 468.53 FEET AND A CENTRAL ANGLE OF 22°45'07"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 186.05 FEET; THENCE SOUTH 44°53'46" WEST, 638.37 FEET; THENCE SOUTH 44°46'09" WEST, 459.75 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 1000.00 FEET AND A CENTRAL ANGLE OF 09°07'55"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 159.38 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 35°38'15" WEST, 251.01 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS 1000.00 FEET AND A CENTRAL ANGLE OF 09°04'30"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 158.39 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 44°42'45" WEST, 85.11 FEET TO THE POINT OF BEGINNING.

CONTAINING 5476132.87 SQUARE FEET OR 125.71 ACRES MORE OR LESS

LEGAL DESCRIPTION

POD 8

BEING A PARCEL OF LAND LYING IN A PORTION OF SECTION 1, TOWNSHIP 37 SOUTH, RANGE 38 EAST, ST LUCIE COUNTY FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 36, TOWNSHIP 36 SOUTH, RANGE 38 EAST; THENCE NORTH 00°08'55" WEST ALONG THE EAST LINE OF SAID SECTION 36, A DISTANCE OF 431.14 FEET TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY OF GLADES CUT OFF ROAD (SR 709) AS RECORDED IN OFFICIAL RECORD BOOK 587, PAGE 1117 IN THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE SOUTH 44°46'11" WEST ALONG SAID RIGHT OF WAY, 2878.11 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 44°46'11" WEST ALONG SAID RIGHT OF WAY, 620.00 FEET; THENCE NORTH 45°13'49" WEST, 1447.65 FEET; THENCE NORTH 44°53'46" EAST, 620.00 FEET; THENCE SOUTH 45°13'49" EAST, 1446.28 FEET TO THE POINT OF BEGINNING.

CONTAINING 897117.49 SQUARE FEET OR 20.595 ACRES MORE OR LESS.

Thomas Engineering Group
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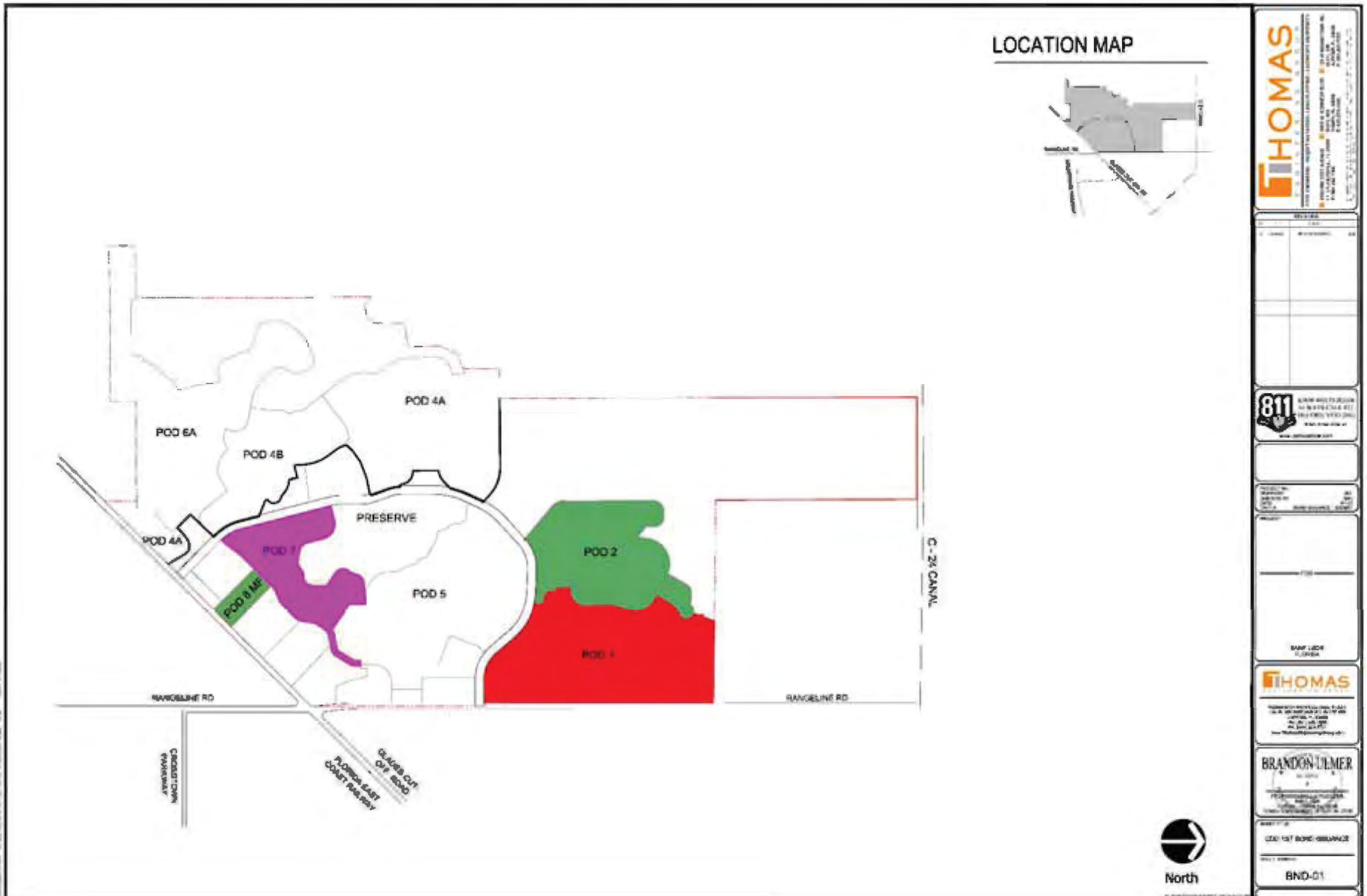

4861-8759-0993.1

EXHIBIT B

SOLAERIS COMMUNITY DEVELOPMENT DISTRICT

Preliminary First Supplemental Special Assessment Methodology Report

April 16, 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 Preliminary First Supplemental Special Assessment Methodology Report (the "**Supplemental Report**") was developed to supplement the Master Special Assessment Methodology Report (the "**Master Report**") dated March 14, 2024 and to provide a supplemental financing plan and a supplemental special assessment methodology for the Solaeris Community Development District (the "**District**"), located in unincorporated St. Lucie County, Florida. This Supplemental Report was developed in relation to funding by the District of a portion of the costs of public infrastructure improvements (the "**Capital Improvement Plan**") contemplated to be provided by the District. This Supplemental Report will be finalized upon the sale of the Series 2024 Bonds (to be defined later herein).

1.2 Scope of the Supplemental Report

This Supplemental Report presents projections for financing a portion of the District's "**Assessment Area One – 2024 Project**" as defined in the *Preliminary First Supplemental Engineer's Report*, dated March 14, 2024 and prepared by Thomas Engineering Group, LLC, which supplements the *Master Engineer's Report*, dated February 2024 (together, **"Engineer's Report**"). This Supplemental Report also describes the method for the allocation of special benefits and the apportionment of special assessment debt resulting from the provision and partial funding of the Assessment Area One – 2024 Project by the District, and upon the lands known as "**Assessment Area One**," which includes what is known as "Pods 1, 2, 7 and 8" and which is described in **Exhibit A** attached hereto.

1.3 Special Benefits and General Benefits

Public infrastructure improvements undertaken and funded in part by the District as part of the Assessment Area One – 2024 Project create special benefits for properties within Assessment Area One which are different in kind and degree from general benefits for properties outside of Assessment Area One and for the public at large. However, as discussed within this Supplemental Report, these general benefits are incidental in nature and are readily distinguishable from the special benefits which accrue to property within Assessment Area One. The District's Assessment Area One – 2024 Project enables properties within Assessment Area One to be developed.

The Assessment Area One – 2024 Project will provide public infrastructure improvements which are all necessary in order to make the lands within Assessment Area One developable and saleable. The installation of such public infrastructure improvements will cause the value of the developable and saleable lands within Assessment Area One to increase by more than the sum of the financed cost of the individual components of the Assessment Area One – 2024 Project. Even though the exact value of the benefits provided by the Assessment Area One – 2024 Project is hard to estimate at this point, it is without doubt greater than the costs associated with providing same.

1.4 Organization of the Supplemental Report

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

Section Three provides a summary of the Assessment Area One – 2024 Project as determined by the District Engineer.

Section Four discusses the financing program for the District.

Section Five discusses the special assessment methodology for the 2024 Bonds.

2.0 Development Program

2.1 Overview

The District serves the Solaeris development (the "**Development**" or "**Solaeris**"), a master planned, residential development located in unincorporated St. Lucie County, Florida. The land within the District consists of approximately 2,174.320 acres and is generally located south of the C-24 Canal and northwest of Glades Cut Off Road. A boundary amendment is contemplated for the District, but any such amendment is beyond the scope of this Supplemental Report. The land within Assessment Area One consists of 656.105 +/- acres, and is described in **Exhibit A.**

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**"), as well as various pod developers. Based upon the information provided by the Developer, the current development plan for Assessment Area

One envisions a total of 1,721 residential units to be developed in one or more phases within Assessment Area One, although phasing plan, land use types and unit numbers may change throughout the development period. Table 1 in the *Appendix* illustrates the development plan for Assessment Area One.

3.0 The Assessment Area One – 2024 Project

3.1 Overview

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

3.2 Assessment Area One – 2024 Project

The Assessment Area One – 2024 Project needed to serve the Development is projected to consist of the Crosstown Parkway 4-lane extension, as well as other improvements, all as set forth in more detail in the Engineer's Report.

The Assessment Area One – 2024 Project is anticipated to be developed in one phase to coincide with and support the development of the land within Assessment Area One. All of the public infrastructure included in the Capital Improvement Plan, including but not limited to the Assessment Area One – 2024 Project, will comprise an interrelated system of improvements, which means that all of the improvements will serve the entire District and all improvements will be interrelated such that they will reinforce one another. At the time of this writing, the total costs of the Assessment Area One – 2024 Project are estimated at $82,077,231. Table 2 in the *Appendix* illustrates the specific components of the Assessment Area One – 2024 Project and their costs.

4.0 Financing Program

4.1 Overview

As noted above, the District is embarking on a program of capital improvements which will facilitate the development of lands within Assessment Area One of 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. The District may acquire public infrastructure from the Developer, construct it directly, or a combination of both.

The District intends to issue Special Assessment Bonds, Series 2024 (Assessment Area One) in the estimated principal amount of $13,930,000* (the "**Series 2024 Bonds**") to fund an estimated $11,603,652* in Assessment Area One – 2024 Project costs.

Impact Fee Creditable Improvements - Certain of the Assessment Area One – 2024 Project improvements are impact-fee creditable. As noted in the Master Report, the District may finance impact fee creditable improvements, provided, however, that the Developer agrees to provide to the District any proceeds from the credits, and at the time of closing on any lots with builders and/or pod developers. The proceeds will be placed in the applicable acquisition and construction account for the Series 2024 Bonds, and will be used to fund non-impact fee creditable improvements that comprise a portion of the Assessment Area One – 2024 Project. In doing so, landowners within the District will receive sufficient benefit to support the Series 2024 Bond Assessments because, while the landowners will pay debt assessments and possibly impact fees too, the landowners would also receive the benefit of the impact-fee creditable improvements as well as non-impact fee creditable improvements.

For purposes of this report, then, the Series 2024 Bond Assessment lien includes two components: (A) the portion of the assessment lien that would be used to secure repayment of the Series 2024 Bonds and (B) the portion of the assessment lien that would be used to secure the obligation to credit landowners with impact fee credit proceeds. The first portion of the lien will be used to secure the repayment of the Series 2024 Bonds. The second portion of the lien is effectively "inchoate," and represents a part of the master lien established under the Master Report that could be used to secure additional bonds, if the District were not receiving impact fee credits and using that money to pay for non-impact fee creditable portions of the Assessment Area One – 2024 Project. It also serves as a mechanism by which the District can track the collection of impact fee credit proceeds, and ensure that landowners within the District receive the benefit of such credits. The District Manager shall separately account for each portion of the lien, and shall credit the respective portions of each landowners' individual lien amounts with debt assessment payments (for the first portion of the lien) as well as impact fee credit proceeds (for the second portion of the lien).

* Preliminary, subject to change.

That said, the District Series 2024 Bonds Assessment lien then is in the amount of $13,900,000* to secure the repayment of the Series 2024 Bonds plus another $22,260,620* to secure the obligation to credit landowners with impact fee credit proceeds, for a total lien amount of $36,190,620*. Again, and to avoid a double charge against homeowners, this latter amount of $22,260,620* that is part of the master lien imposed under the Master Report would not be collected by the District as a debt assessment, but instead would be reduced as impact fee credit monies are received and used to fund non-impact fee creditable improvements.

4.2 Types of Bonds Proposed

The proposed financing plan for the District provides for the issuance of the Series 2024 Bonds in the total estimated principal amount of $13,930,000* to finance a portion of the Assessment Area One – 2024 Project costs in the total amount estimated at $11,603,652*.

The Series 2024 Bonds as projected under this supplemental financing plan are structured to be amortized in 30 annual installments following an approximately 12-month capitalized interest period. Interest payments on the Series 2024 Bonds will be made every May 1 and November 1, and annual principal payments on the Series 2024 Bonds will be made on every May 1.

In order to finance a portion of the costs of the Assessment Area One – 2024 Project, the District will need to borrow more funds and incur indebtedness in the total amount estimated at $13,930,000*. The difference is comprised of funding a debt service reserve, paying capitalized interest, and paying the costs of issuance, including the underwriter's discount. Preliminary sources and uses of funding for the Series 2024 Bonds are presented in Table 3 in the *Appendix*.

5.0 Assessment Methodology

5.1 Overview

The issuance of the Series 2024 Bonds provides the District with a portion of the funds necessary to construct and/or acquire the public infrastructure improvements which are part of the Assessment Area One – 2024 Project outlined in *Section 3.2* and described in more detail in the Engineer's Report. These public infrastructure improvements lead to special and general benefits, with special benefits accruing to properties within the boundaries of Assessment

* Preliminary, subject to change.

Area One of the District. General benefits accrue to areas outside of the District, but are only incidental in nature. The debt incurred in financing the public infrastructure improvements will be secured by assessing properties that derive special and peculiar benefits from the Assessment Area One – 2024 Project. All properties within Assessment Area One that receive special benefits from the Assessment Area One – 2024 Project will be assessed for their fair share of the debt issued in order to finance the Assessment Area One – 2024 Project.

5.2 Benefit Allocation

The current development plan for the District envisions the development of a total of 1,721 residential units within Assessment Area One in one or more phases, although phasing, unit numbers and land use types may change throughout the development period.

The public infrastructure included in the Assessment Area One – 2024 Project will comprise an interrelated system of improvements, which means that all of the improvements will serve the entire District and such public improvements will be interrelated such that they will reinforce each other 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 public improvements provide basic infrastructure to all land within Assessment Area One of the District and benefit all land within Assessment Area One of the District as an integrated system of public improvements working together with the other components of the overall Capital Improvement Plan.

As stated previously, the public infrastructure improvements included in the Assessment Area One – 2024 Project have a logical connection to the special and peculiar benefits received by the land within Assessment Area One of the District, as without such improvements, the development of the properties within Assessment Area One of the District would not be possible. Based upon the connection between the improvements and the special and peculiar benefits to the land within Assessment Area One of 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.

In following the Master Report, this Supplemental Report allocates the benefit associated with the Assessment Area One – 2024 Project to the different product types proposed to be developed within Assessment Area One within the District on an equal per residential unit basis. Table 4 in the *Appendix* shows the number of residential units planned for Assessment Area One.

Tables 6A, 6B, and 6C in the *Appendix* present the apportionment of the assessments associated with the Series 2024 Bonds (the "**Series 2024 Bond Assessments**") to residential units contemplated to be developed within Assessment Area One within the District and also presents the annual levels of the debt service on the Series 2024 Bonds (the "**Annual Debt Service**") per unit.

Amenities - No Series 2024 Bond Assessments are allocated herein to any private amenities or other common areas planned for the development. If owned by a homeowner's association, the amenities and common areas would be considered a common element for the exclusive benefit of property owners. Accordingly, any benefit to the amenities and common areas would directly benefit all platted lots in the District. If the amenities are owned by the District, then they would be governmental property not subject to the Series 2024 Bond Assessments and would be open to the general public, subject to District rules and policies. As such, no Series 2024 Bond Assessments will be assigned to the amenities and common areas.

Governmental Property - If at any time, any portion of the property contained in the District is sold or otherwise transferred to a unit of local, state, or federal government (without consent of such governmental unit to the imposition of Series 2024 Bond Assessments thereon), or similarly exempt entity, all future unpaid Series 2024 Bond Assessments for such tax parcel shall become due and payable immediately prior to such transfer.

5.3 Assigning Series 2024 Bond Assessments

As the land in Assessment Area One of the District is not yet platted for its intended final use and the precise location of the various product types by lot or parcel is unknown, the Series 2024 Bond Assessments will initially be levied on all of the land in Assessment Area One of the District on an equal pro-rata gross acre basis and in an estimated amount of $36,190,620*. This will be preliminarily levied on approximately 656.105 +/- gross acres at a rate of $55,159.80* per gross acre.

* Preliminary, subject to change.

When the land is platted, the Series 2024 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 Tables 6A, 6B, and 6C in the *Appendix*. Such allocation of the Series 2024 Bond Assessments from unplatted gross acres to platted parcels will reduce the amount of the Series 2024 Bond Assessments levied on unplatted gross acres within Assessment Area One of the District.

Transferred Property - In the event unplatted land (the "**Transferred Property**") is sold to a third party not affiliated with the Developer, the Series 2024 Bond Assessments will be assigned to such Transferred Property at the time of the sale based on the maximum total number of residential units assigned by the Developer to that Transferred Property, subject to review by the District's methodology consultant, to ensure that any such assignment is reasonable, supported by current development rights and plans, and otherwise consistent with this Supplemental Report. The owner of the Transferred Property will be responsible for the total Series 2024 Bond Assessments applicable to the Transferred Property, regardless of the total number of residential units ultimately actually platted. This total Series 2024 Bond Assessments are fixed to the Transferred Property at the time of the sale. If the Transferred Property is further sub-divided into smaller parcels, the total Series 2024 Bond Assessments initially allocated to the Transferred Property will be re-allocated to the smaller parcels pursuant to this methodology as described herein (i.e., equal assessment per acre until platting).

5.4 Lienability Test: Special and Peculiar Benefit to the Property

As first discussed in *Section 1.3*, Special Benefits and General Benefits, public infrastructure improvements undertaken by the District create special benefits to the assessable properties within Assessment Area One of the District. The District's public infrastructure improvements benefit assessable properties within Assessment Area One of the District and accrue to all such assessable properties on a per residential unit basis.

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

a. added use of the property;
b. added enjoyment of the property;

c. decreased insurance premiums; and
d. increased marketability and value of the property.

The public infrastructure improvements which are part of the Assessment Area One – 2024 Project make the land in Assessment Area One of the District developable and saleable and when implemented as part of the Assessment Area One – 2024 Project, provide special and peculiar benefits which are greater than the benefits of any single category of improvements. These special and peculiar benefits are real and ascertainable, but not yet capable of being calculated and assessed in terms of numerical value; however, such benefits are more valuable than either the cost of, or the actual assessment levied for, the improvement or debt allocated to the parcel of land.

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

The apportionment of the Series 2024 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 Assessment Area One of the District according to reasonable estimates of the special benefits derived from the Assessment Area One – 2024 Project.

Accordingly, no acre or parcel of property within Assessment Area One of the District will be liened for the payment of Series 2024 Bond Assessments more than the determined special benefit peculiar to that property.

5.6 True-Up Mechanism

The District's assessment program is predicated on the development of lots in a manner sufficient to include all of the planned residential units as set forth in Table 1 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 within Assessment Area One results in the same amount of residential units (and thus Series 2024 Bond Assessments) able to be imposed on the "**Remaining Unplatted Developable Lands**" within Assessment Area One (i.e., those remaining unplatted developable lands after the Proposed Plat is recorded) as compared to what was originally contemplated under the Development Plan, then the District shall allocate the Series 2024 Bond Assessments to the product types being platted and the remaining property in accordance with this Report, and cause the Series 2024 Bond Assessments to be recorded in the District's Improvement Lien Book.

b. If a Proposed Plat within Assessment Area One of the District has more than the anticipated residential units (and Series 2024 Bond Assessments) such that the Remaining Unplatted Developable Lands would be assigned fewer residential units (and Series 2024 Bond Assessments) than originally contemplated in the Development Plan, then the District may undertake a pro rata reduction of Series 2024 Bond Assessments for all assessed properties within the Series 2024 bond area, or may otherwise address such net decrease as permitted by law.

c. If a Proposed Plat within Assessment Area One of the District has fewer than the anticipated residential units (and Series 2024 Bond Assessments) such that the Remaining Unplatted Developable Lands would have to be assigned more Residential units (and Series 2024 Bond Assessments) in order to fully assign all of the Residential units originally contemplated in the Development Plan, then the District shall require the landowner(s) of the lands encompassed by the Proposed Plat to pay a "**True-Up Payment**" equal to the difference between: (i) the Series 2024 Bond Assessments originally contemplated to be imposed on the lands subject to the Proposed Plat, and (ii) the Series 2024 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 residential units (and thus Series 2024 Bond Assessments) are able to be imposed on the Remaining Unplatted Developable Lands within Assessment Area One, 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 Series 2024 bond area, b) the revised, overall development plan showing the number and type of units reasonably planned for within the Series 2024 bond area, c) proof of the amount of entitlements for the Remaining Unplatted Developable Lands within the Series 2024 bond area, d) evidence of allowable zoning conditions that would enable those entitlements to be placed in accordance with the revised development plan, and e) documentation that shows the feasibility of implementing the

proposed development plan. Prior to any decision by the District not to impose a true-up payment, a supplemental methodology shall be produced demonstrating that there will be sufficient assessments to pay debt service on the applicable series of bonds and the District will conduct new proceedings under Chapters 170, 190 and 197, Florida Statutes upon the advice of District Counsel.
Any True-Up Payment shall become due and payable that tax year by the landowner of the lands subject to the Proposed Plat within Assessment Area One shall be in addition to the regular assessment installment payable for such lands, and shall constitute part of the debt assessment liens imposed against the Proposed Plat property until paid. A True-Up Payment shall include accrued interest on the applicable bond series to the interest payment date that occurs at least 45 days after the True-Up Payment (or the second succeeding interest payment date if such True-Up Payment is made within forty-five (45) calendar days before an interest payment date (or such other time as set forth in the supplemental indentures for the applicable bond series)).

All Series 2024 Bond Assessments levied run with the land, and such assessment liens include any True-Up Payments. The District will not release any liens on property for which True-Up Payments are due, until payment has been satisfactorily made. Further, upon the District's review of the final plat for the developable acres within Assessment Area One, any unallocated Series 2024 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 Preliminary Assessment Roll

Based on the per gross acre assessment proposed in Section 5.3, the Bond Assessment of $36,190,620* is proposed to be levied uniformly over the area described in *Exhibit "A"*. Excluding any capitalized interest period, debt service assessment shall be paid in thirty (30) annual installments.

* Preliminary, subject to change.

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 Assessment Area One – 2024 Project. Certain financing, development and engineering data was provided by members of District Staff and/or the Developer. The allocation Methodology described herein was based on information provided by those professionals. Wrathell, Hunt and Associates, LLC makes no representations regarding said information 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 3financial advisory services or offer investment advice in any form.

7.0 Appendix

Table 1

Solaeris

Community Development District

Development Plan

Product Type	Assessment Area One Units	Future Units	Total Number of Units
Residential Units	1,721	5,309	7,030
Total	**1,721**	**5,309**	**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 2

Solaeris

Community Development District

Project Costs

Improvement	Total Costs
Estimated Cost of Impact Fee Creditable Imrovements	
Crosstown Parkway (4 Lane Expansion)	11,000,000
Rangeline Road (2-lane expansion)	7,400,000
Creditable Connection Fees to fund the County's installation of utilities from the north of the project	3,860,620
Estimated Cost of Non-Impact Fee Creditable Imrovements	
Internal Spine Road	32,587,281
Master Stormwater Management System	27,229,330
Total	**$82,077,231**

Table 3

Solaeris

Community Development District

Preliminary Sources and Uses of Funds

Sources	
Bond Proceeds:	
Par Amount	$13,930,000.00
Total Sources	**$13,930,000.00**
Uses	
Project Fund Deposits:	
Project Fund	$11,603,652.00
Other Fund Deposits:	
Debt Service Reserve Fund	$1,011,948.00
Capitalized Interest Fund	$835,800.00
Delivery Date Expenses:	
Costs of Issuance	$478,600.00
Total Uses	**$13,930,000.00**

Table 4

Solaeris
Community Development District

Benefit Allocation

Product Type	Total Number of Units	ERU Weight	Total ERU
Residential Units	1,721	1.00	1,721.00
Total	**1,721**		**1,721.00**

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

Cost Allocation

Product Type	Infrastructure Allocation Based on ERU Method	Infrastructure Financed with Series 2024 Bonds and/ or Impact Fee related Funds	Infrastructure Funded with Proceeds of Future Bonds and/ or Contributed by the Developer
Residential Units	$82,077,231.00	$33,864,272.00	$48,212,959.00
Total	**$82,077,231.00**	**$33,864,272.00**	**$48,212,959.00**

Product Type	Infrastructure Allocation Based on ERU Method	Infrastructure Financed with Series 2024 Bonds and/ or Impact Fee related Funds	Infrastructure Funded with Proceeds of Future Bonds and/ or Contributed by the Developer
Commercial (gross acres)*	TBD	TBD	TBD
Total	**TBD**	**TBD**	**TBD**

* 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.

Table 6A

Solaeris
Community Development District

Assessment Lien Allocations - Portion Securing Non-Impact Fee Creditable Improvements

Product Type	Total Number of Units	Total Cost Allocation*	Total Bond Assessments Apportionment	Bond Assessments Apportionment per Unit	Annual Debt Service Payment per Unit**
Residential Units	1,721	$11,603,652.00	$13,930,000.00	$8,094.13	$632.26
Total	**1,721**	**$11,603,652.00**	**$13,930,000.00**		

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.

Table 6B

Solaeris
Community Development District

Assessment Lien Allocations - Portion Securing Impact Fee Creditable Improvements

Product Type	Total Units	Maximum Total Debt Assessment Allocation	Potential Credit for Impact Fee Creditable Items
Residential Units	1,721	$22,260,620.00	$12,934.70
Total	**1,721**	**$22,260,620.00**	

Product Type	Total Units	Maximum Total Debt Assessment Allocation	Potential Credit for Impact Fee Creditable Items
Commercial (gross acres)*	TBD	TBD	TBD
Total	**TBD**	**TBD**	

* 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.

Table 6C

Solaeris
Community Development District

Assessment Lien Allocations - Total Assessment Lien

Product Type	Total Units	Maximum Total Debt Assessment Allocation from the Series 2024 Bonds	Portion of Assessment Lien Relating to Impact Fee Credits	Maximum Total Debt Assessment Allocation	Maximum Total Debt Assessment Allocation per Unit*
Residential Units	1,721	$13,930,000.00	$22,260,620.00	$36,190,620.00	$21,028.83
Total	**1,721**	**$13,930,000.00**	**$22,260,620.00**	**$36,190,620.00**	

Product Type	Total Units	Maximum Total Debt Assessment Allocation from the Series 2024 Bonds	Portion of Assessment Lien Relating to Impact Fee Credits	Maximum Total Debt Assessment Allocation	Maximum Total Debt Assessment Allocation per Unit*
Commercial (gross acres)**	TBD	TBD	TBD	TBD	TBD
Total	**TBD**	**TBD**	**TBD**	**TBD**	

* Excludes interest and collection costs

** 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"

The Series 2024 Bond Assessments in the amount of 36,190,620.00* are proposed to be levied over the area as described below:

* Preliminary, subject to change.

POD 1 - DESCRIPTION OF A 309.81 ACRE TRACT OF LAND SITUATED IN
SECTIONS 25 AND 36 OF TOWNSHIP 36 SOUTH, RANGE 38 EAST
ST. LUCIE COUNTY, FLORIDA.

BEING A PORTION OF POD 1 AND POD 2, AS RECORDED IN OFFICIAL RECORD BOOK (O.R.B.) 4919, PAGE 1118 OF THE ST. LUCIE COUNTY RECORDS (S.L.C.R.),

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 25; THENCE S 89°17'56" W, 70.01 TO THE WEST LINE OF A 70-FOOT WIDE RANGE ROAD EXTENSION, AS RECORDED IN O.R.B. 3028, PAGE 2670 S.L.C.R., THE NORTHEAST CORNER OF SAID POD 1, AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE S 00°00'44" W, 5283.00 FEET ALONG THE WEST LINE OF SAID RANGE ROAD EXTENSION AND THE EAST LINE OF SAID POD 1, BEING 70 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID SECTION 25 TO A POINT;

THENCE S 00°08'55" E, 564.97 FEET CONTINUING ALONG THE WEST LINE OF SAID RANGE ROAD EXTENSION AND THE EAST LINE OF SAID POD 1 TO THE SOUTHEAST CORNER OF SAID POD 1;

THENCE ALONG THE SOUTH LINE OF SAID POD 1 THE FOLLOWING COURSES:

THENCE N 90°00'00" W, 602.93 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 767.02 FEET, HAVING A RADIUS OF 890.00 FEET, A CENTRAL ANGLE OF 49°22'44" AND CHORD WHICH BEARS N 65°18'38" W, 743.50 FEET TO A POINT OF TANGENCY;

THENCE N 40°37'16" W, 596.55 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 1056.82 FEET, HAVING A RADIUS OF 1610.00 FEET, A CENTRAL ANGLE OF 37°36'35" AND CHORD WHICH BEARS N 59°25'34" W, 1037.95 FEET TO A POINT OF NON-TANGENCY;

THENCE N 22°20'47" E, 106.08 FEET DEPARTING THE SOUTH LINE OF SAID POD 1 TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT WITH A RADIAL BEARING OF N 78°21'28” W;

THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 171.74 FEET, HAVING A RADIUS OF 117.38 FEET, A CENTRAL ANGLE OF 83°49'41”, AND CHORD WHICH BEARS N 30°16'18" W, 156.83 FEET TO A POINT OF NON-TANGENCY;

THENCE N 81°26'13” W, 105.40 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 47.85 FEET, HAVING A RADIUS OF 99.34 FEET, A CENTRAL ANGLE OF 27°36'08", AND CHORD WHICH BEARS N 67°38'09" W, 47.39 FEET TO A POINT OF TANGENCY;

THENCE N 53°50'05” W, 89.96 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 31.05 FEET, HAVING A RADIUS OF 71.34 FEET, A CENTRAL ANGLE OF 24°56'33”, AND CHORD WHICH BEARS N 41°21'48" W, 30.81 FEET TO A POINT OF NON-TANGENCY;

THENCE N 07°03'02” W, 149.95 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT WITH A RADIAL BEARING OF S 81°04'08” W;

THENCE NORTHWESTERLY, ALONG SAID CURVE AN ARC DISTANCE OF 125.37 FEET, HAVING A RADIUS OF 84.42 FEET, A CENTRAL ANGLE OF 85°05'27”, AND CHORD WHICH BEARS N 51°28'36" W, 114.17 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT WITH A RADIAL BEARING OF N 86°26'22” W;

THENCE NORTHWESTERLY, ALONG SAID CURVE AN ARC DISTANCE OF 265.56 FEET, HAVING A RADIUS OF 2180.31 FEET, A CENTRAL ANGLE OF 06°58'43”, AND CHORD WHICH BEARS N 00°04'16" E, 265.40 FEET TO A POINT OF NON-TANGENCY;

THENCE N 05°05'45" W, 107.72 FEET TO A POINT;

THENCE S 88°25'27” E, 106.74 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 565.87, HAVING A RADIUS OF 350.00 FEET, A CENTRAL ANGLE OF 92°38'02”, AND CHORD WHICH BEARS N 45°15'32" E, 506.22 FEET TO A POINT OF TANGENCY;

THENCE N 01°03'29” W, 643.39 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT WITH A RADIAL BEARING OF N 88°56'31” E;

THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 105.98, HAVING A RADIUS OF 350.00 FEET, A CENTRAL ANGLE OF 17°20'59”, AND CHORD WHICH BEARS N 08°08'31" E, 105.58 FEET TO A POINT OF TANGENCY;

THENCE N 16°49'00” E, 262.17 FEET TO A POINT;

THENCE N 16°34'38” E, 158.96 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT WITH A RADIAL BEARING OF N 79°59'39" W;

THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 736.34, HAVING A RADIUS OF 549.92 FEET, A CENTRAL ANGLE OF 76°43'07”, AND CHORD WHICH BEARS N 24°21'13" W,

682.56 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT WITH A RADIAL BEARING OF S 29°41'05" W;

THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 113.16, HAVING A RADIUS OF 1355.72 FEET, A CENTRAL ANGLE OF 04°46'57”, AND CHORD WHICH BEARS N 62°42'24" W, 113.13 FEET TO A POINT OF NON-TANGENCY;

N 30°11'55” E, 372.72 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 147.20, HAVING A RADIUS OF 500.00 FEET, A CENTRAL ANGLE OF 16°52'05”, AND CHORD WHICH BEARS N 38°37'58" E, 146.67 FEET TO A POINT OF TANGENCY;

THENCE N 47°04'00” E, 184.82 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT WHOSE RADIUS BEARS N 05°40'27” W;

THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 588.86, HAVING A RADIUS OF 191.00 FEET, A CENTRAL ANGLE OF 176°38'43”, AND CHORD WHICH BEARS N 03°59'48" W, 381.84 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT WHOSE RADIUS BEARS N 02°19'10" W;

THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 81.83 FEET, HAVING A RADIUS OF 70.00 FEET, A CENTRAL ANGLE OF 66°58'50", AND CHORD WHICH BEARS N 54°11'25" E, 77.25 FEET TO POINT OF TANGENCY;

THENCE N 20°42'00" E, 107.35 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT WHOSE RADIUS BEARS N 40°48'05" E;

THENCE NORTHERLY ALONG SAID CURVE AN ARC DISTANCE OF 165.91 FEET, HAVING A RADIUS OF 68.00 FEET, A CENTRAL ANGLE OF 139°47'50" AND CHORD WHICH BEARS N 20°42'00" E, 127.72 FEET TO A POINT OF NON-TANGENCY;

THENCE N 20°42'00" E, 277.60 FEET TO A POINT LYING ON THE NORTH LINE OF SAID POD 1 AND BEING THE NORTH LINE OF SAID SECTION 25;

THENCE S 89°17'56" E, 2116.89 FEET ALONG THE NORTH LINE OF SAID SECTION 25 AND SAID POD 1 TO THE POINT OF BEGINNING AND CONTAINING 309.81 ACRES +/-.

Description of Pod 2

BEING A PARCEL OF LAND LYING IN POD 1 AND POD 2 AT OAK RIDGE RANCH, AS RECORDED IN OFFICIAL RECORDS BOOK 4919, PAGE 1118, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA AND

LYING IN SECTION 25, TOWNSHIP 36 SOUTH, RANGE 38 EAST, CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 36, TOWNSHIP 36 SOUTH, RANGE 38 EAST; THENCE N.00°08'55"W., ALONG THE EAST LINE OF SAID SECTION 36, A DISTANCE OF 4812.87 FEET; THENCE

N.90°00'00"W., DEPARTING SAID EAST LINE OF SECTION 36, A DISTANCE OF 70.00 FEET TO THE SOUTHEAST CORNER OF POD 1 AT OAK RIDGE RANCH, AS RECORDED IN OFFICIAL RECORDS BOOK 4919, PAGE

1118, OF SAID PUBLIC RECORDS; THENCE THE FOLLOWING FOUR (4) COURSES BEING OF THE SOUTHERLY LINE OF SAID POD 1 AT OAK RIDGE RANCH: 1) N.90°00'00"W., A DISTANCE OF 602.93 FEET TO A POINT

OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST WITH A RADIUS OF 890.00 FEET; 2) THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 49°22'44", A

DISTANCE OF 767.02 FEET TO A POINT OF TANGENCY; 3) THENCE 40°37'16"W., A DISTANCE OF 596.55 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST WITH A RADIUS OF 1610.00

FEET; 4) THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 37°36'35", A DISTANCE OF 1056.83 FEET TO A POINT OF NON-TANGENCY AND THE POINT OF

BEGINNING.

THENCE N.22°20'47"E., DEPARTING SAID SOUTHERLY LINE OF POD 1, A DISTANCE OF 106.08 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE SOUTHWEST, WITH A RADIUS OF 117.38

FEET AND A RADIAL BEARING OF N.78°21'28"W. AT SAID INTERSECTION; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 83°49'41", A DISTANCE OF 171.74 FEET

TO A POINT OF NON-TANGENCY; THENCE N.81°26'13"W., A DISTANCE OF 105.40 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH, WITH A RADIUS OF 99.34 FEET; THENCE WESTERLY,

ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 27°36'08", A DISTANCE OF 47.85 FEET TO A POINT OF TANGENCY; THENCE N.53°50'05"W., A DISTANCE OF 89.96 FEET TO A POINT OF

CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, WITH A RADIUS OF 71.34 FEET; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 24°56'33", A DISTANCE OF

31.05 FEET TO A POINT OF NON-TANGENCY; THENCE N.07°03'02"W., A DISTANCE OF 149.95 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO SOUTHWEST, WITH A RADIUS OF 84.42 FEET

AND A RADIAL BEARING OF S.81°04'08"W. AT SAID INTERSECTION; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 85°05'27", A DISTANCE OF 125.37 FEET TO A

NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE WEST, WITH A RADIUS OF 2180.31 FEET AND A RADIAL BEARING OF N.86°26'22"W. AT SAID INTERSECTION; THENCE NORTHERLY, ALONG THE

ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 06°58'43", A DISTANCE OF 265.56 FEET TO A POINT OF NON-TANGENCY; THENCE N.05°05'45"W., A DISTANCE OF 107.72 FEET; THENCE S.88°25'27"E., A

DISTANCE OF 106.74 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, WITH A RADIUS OF 350.00 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A

CENTRAL ANGLE OF 92°38'02”, A DISTANCE OF 565.87 FEET TO A POINT OF TANGENCY; THENCE N.01°03'29”W., A DISTANCE OF 643.39 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO

THE EAST, WITH A RADIUS OF 350.00 FEET AND A RADIAL BEARING OF N.89°27'32”E. AT SAID INTERSECTION; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 17°20'59”,

A DISTANCE OF 105.98 FEET TO A POINT OF TANGENCY; THENCE N.16°49'00”E., A DISTANCE OF 262.17 FEET; THENCE N.16°34'38”E., A DISTANCE OF 158.96 FEET TO A NON-TANGENT INTERSECTION WITH A

CURVE CONCAVE TO THE WEST, WITH A RADIUS OF 549.92 FEET AND A RADIAL BEARING OF N.75°59'39”W. AT SAID INTERSECTION; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A

CENTRAL ANGLE OF 76°43'07", A DISTANCE OF 736.34 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE SOUTHWEST, WITH A RADIUS OF 1355.72 FEET AND A RADIAL BEARING OF

S.29°41'05”W. AT SAID INTERSECTION; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 04°46'57”, A DISTANCE OF 113.16 FEET TO A POINT OF NON-TANGENCY; THENCE

N.30°11'55”E., A DISTANCE OF 372.72 FEET TO POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, WITH A RADIUS OF 500.00 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE,

THROUGH A CENTRAL ANGLE OF 16°52'05”, A DISTANCE OF 147.20 FEET TO A POINT OF TANGENCY; THENCE N.47°04'00”E., A DISTANCE OF 184.82 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE

CONCAVE TO THE SOUTHWEST, WITH A RADIUS OF 191.00 FEET AND A RADIAL BEARING OF N.05°40'27”W. AT SAID INTERSECTION; THENCE NORTHEASTERLY AND THEN NORTHWESTERLY, ALONG THE ARC

OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 221°15'53”, A DISTANCE OF 737.60 FEET A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, WITH A RADIUS OF 70.00 FEET;

THENCE WESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 71°08'34”, A DISTANCE OF 86.92 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE

SOUTHWEST, WITH A RADIUS OF 258.00 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 23°31'15”, A DISTANCE OF 105.91 FEET TO A POINT OF TANGENCY;

THENCE N.89°19'00”W., A DISTANCE OF 123.05 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, WITH A RADIUS OF 258.00 FEET; THENCE SOUTHWESTERLY, ALONG THE ARC OF

SAID CURVE, THROUGH A CENTRAL ANGLE OF 60°07'34, A DISTANCE OF 270.74 FEET TO A POINT OF TANGENCY; THENCE S.30°33'26”W., A DISTANCE OF 514.98 FEET; THENCE S.22°06'14”W., A DISTANCE OF

37.21 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE SOUTHEAST, WITH A RADIUS OF 657.00 FEET AND A RADIAL BEARING OF S.22°06'14”W. AT SAID INTERSECTION; THENCE

SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 104°53'06”, A DISTANCE OF 1202.70 FEET TO A POINT OF TANGENCY; THENCE S.07°13'08”W., A DISTANCE OF 174.84 FEET

TO POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, WITH A RADIUS OF 40.00 FEET; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF

123°44'50”, A DISTANCE OF 86.39 FEET TO A POINT OF TANGENCY; THENCE N.49°02'02”W., A DISTANCE OF 281.81 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE NORTHWEST, WITH

A RADIUS OF 358.00 FEET AND A RADIAL BEARING OF N.70°44'01”W. AT SAID INTERSECTION; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 19°33'11”, A

DISTANCE OF 122.17 FEET TO A POINT OF TANGENCY; THENCE N.00°17'13”W., A DISTANCE OF 66.50 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, WITH A RADIUS OF 258.00

FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 405.27 FEET TO A POINT OF TANGENCY; THENCE S.89°42'47"W., A DISTANCE OF

144.01 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, WITH A RADIUS OF 275.00 FEET; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL

ANGLE OF 90°00'00", A DISTANCE OF 431.97 FEET TO A POINT ON THE WESTERLY LINE OF SAID POD 2 AT OAK RIDGE RANCH, SAID POINT ALSO BEING A POINT ON THE WEST LINE OF SECTION 25, TOWNSHIP

36 SOUTH, RANGE 38 EAST AND A POINT OF TANGENCY; THENCE THE FOLLOWING FOUR (4) COURSES BEING ALONG THE WESTERLY AND THEN SOUTHERLY LINE OF SAID POD 2 AT OAK RIDGE RANCH: 1)

S.00°17'12"E., A DISTANCE OF 2255.21 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, WITH A RADIUS OF 430.00 FEET; 2) THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID

CURVE, THROUGH A CENTRAL ANGLE OF 50°03'01", A DISTANCE OF 375.62 FEET TO A POINT OF TANGENCY; 3) THENCE S.50°20'14"E., A DISTANCE OF 1052.91 FEET TO A NON-TANGENT INTERSECTION WITH A

CURVE CONCAVE TO SOUTHEAST, WITH A RADIUS OF 1110.00 FEET AND A RADIAL BEARING OF S.41°54'34"E. AT SAID INTERSECTION; 4) THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE,

THROUGH A CENTRAL ANGLE OF 44°01'58", A DISTANCE OF 853.05 FEET TO A POINT OF TANGENCY; THENCE S.87°52'36"E. CONTINUING ALONG THE SOUTHERLY LINE OF SAID POD 2 AND ALSO BEING THE

EXTENSION OF THE SOUTHERLY LINE OF SAID POD 1, A DISTANCE OF 567.52 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, WITH A RADIUS OF 1610.00 FEET; THENCE

SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 09°38'45", A DISTANCE OF 271.05 FEET TO A POINT OF NON-TANGENCY AND THE POINT OF BEGINNING.

CONTAINING: 8,711,535 SQUARE FEET OR 199.99 ACRES, MORE OR LESS.

LEGAL DESCRIPTION

POD 7

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

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 36, TOWNSHIP 36 SOUTH, RANGE 38 EAST; THENCE NORTH 00°08'55" WEST ALONG THE EAST LINE OF SAID SECTION 36, A DISTANCE OF 431.14 FEET TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY OF GLADES CUT OFF ROAD (SR 709) AS RECORDED IN OFFICIAL RECORD BOOK 587, PAGE 1117 IN THE PUBLIC RECORDS OF ST LUCIE COUNTY, FLORIDA ; THENCE SOUTH 44°46'11" WEST ALONG SAID NORTHWESTERLY RIGHT OF WAY, 4608.14 FEET; THENCE NORTH 45°17'15" WEST, 1382.37 FEET TO THE POINT OF BEGINNING: THENCE CONTINUE NORTH 45°17'15" WEST, 9.01 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 1090.00 FEET AND A CENTRAL ANGLE OF 30°53'26"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 587.66 FEET TO THE POINT OF TANGENCY; THENCE NORTH 14°23'50" WEST, 1488.08 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 1, SAID POINT BEARS NORTH 89°01'22" WEST, 239.11 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 1; THENCE CONTINUE NORTH 14°23'50" WEST, 883.82 FEET; THENCE NORTH 75°35'06" EAST, 384.74 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 400.00 FEET AND A CENTRAL ANGLE OF 90°02'35"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 628.62 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 14°22'20" EAST, 430.11 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 250.00 FEET AND A CENTRAL ANGLE OF 66°48'14"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 291.49 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 81°10'34" EAST, 240.50 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 205.00 FEET AND A CENTRAL ANGLE OF 44°38'06"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE 159.70 FEET TO THE POINT OF TANGENCY; THENCE NORTH 54°11'20" EAST, 96.54 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 292.00 FEET AND A CENTRAL ANGLE OF 31°32'41"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE 160.76 FEET TO THE POINT OF TANGENCY; THENCE NORTH 85°44'01" EAST, 85.04 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 125.00 FEET AND A CENTRAL ANGLE OF 57°40'50"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 125.84 FEET TO THE POINT OF TANGENCY; THENCE NORTH 28°03'10" EAST, 49.85 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 270.00 FEET AND A CENTRAL ANGLE OF 28°48'31"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 135.76 FEET TO THE POINT OF TANGENCY; THENCE NORTH 00°45'21" WEST, 324.41 FEET; THENCE NORTH 64°03'52" WEST, 72.97 FEET; THENCE NORTH 55°05'54" WEST, 306.20 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 250.00 FEET AND A CENTRAL ANGLE OF 93°40'59"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 408.77 FEET TO THE POINT OF TANGENCY; THENCE NORTH 38°35'05" EAST, 41.92 FEET; THENCE NORTH 20°03'37" EAST, 206.73 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 250.00 FEET AND A CENTRAL ANGLE OF 69°07'30"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 301.61 FEET TO THE POINT OF TANGENCY; THENCE

NORTH 89°11'07" EAST, 123.11 FEET; THENCE NORTH 00°53'46" EAST, 28.85 FEET; THENCE NORTH 89°25'22" EAST, 466.91 FEET; THENCE SOUTH 00°00'00" EAST, 447.28 FEET; THENCE SOUTH 55°36'12" EAST, 703.10 FEET TO A NON-TANGENT POINT OF CURVATURE THROUGH WHICH A RADIAL LINE BEARS SOUTH 30°09'31" EAST; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 420.00 FEET, A CENTRAL ANGLE OF 19°11'14" AND AN ARC DISTANCE OF 140.65 FEET TO THE POINT OF TANGENCY; THENCE NORTH 79°01'44" EAST, 359.88 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 80.00 FEET AND A CENTRAL ANGLE OF 47°28'40"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 66.29 FEET TO THE POINT OF TANGENCY; THENCE NORTH 31°33'04" EAST, 423.17 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 80.00 FEET AND A CENTRAL ANGLE OF 30°53'34"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 43.13 FEET TO THE POINT OF TANGENCY; THENCE NORTH 00°39'30" EAST, 156.83 FEET; THENCE SOUTH 89°20'30" EAST, 170.00 FEET; THENCE SOUTH 00°39'30" WEST, 156.83 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 250.00 FEET AND A CENTRAL ANGLE OF 30°53'34"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 134.79 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 31°33'04" WEST, 423.17 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 250.00 FEET AND A CENTRAL ANGLE OF 47°28'40"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 207.16 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 79°01'44" WEST, 359.88 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 250.00 FEET AND A CENTRAL ANGLE OF 45°36'53"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 199.03 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 33°24'51" WEST, 223.01 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 250.00 FEET AND A CENTRAL ANGLE OF 26°25'19"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE 115.29 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 06°59'32" WEST, 198.89 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 500.00 FEET AND A CENTRAL ANGLE OF 38°04'14"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 332.23 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 45°03'46" WEST, 381.37 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 500.00 FEET AND A CENTRAL ANGLE OF 22°35'07"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 197.09 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 67°38'53" WEST, 182.59 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 468.53 FEET AND A CENTRAL ANGLE OF 22°45'07"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 186.05 FEET; THENCE SOUTH 44°53'46" WEST, 638.37 FEET; THENCE SOUTH 44°46'09" WEST, 459.75 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 1000.00 FEET AND A CENTRAL ANGLE OF 09°07'55"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 159.38 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 35°38'15" WEST, 251.01 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS 1000.00 FEET AND A CENTRAL ANGLE OF 09°04'30"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 158.39 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 44°42'45" WEST, 85.11 FEET TO THE POINT OF BEGINNING.

CONTAINING 5476132.87 SQUARE FEET OR 125.71 ACRES MORE OR LESS

LEGAL DESCRIPTION

POD 8

BEING A PARCEL OF LAND LYING IN A PORTION OF SECTION 1, TOWNSHIP 37 SOUTH, RANGE 38 EAST, ST LUCIE COUNTY FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 36, TOWNSHIP 36 SOUTH, RANGE 38 EAST; THENCE NORTH 00°08'55" WEST ALONG THE EAST LINE OF SAID SECTION 36, A DISTANCE OF 431.14 FEET TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY OF GLADES CUT OFF ROAD (SR 709) AS RECORDED IN OFFICIAL RECORD BOOK 587, PAGE 1117 IN THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE SOUTH 44°46'11" WEST ALONG SAID RIGHT OF WAY, 2878.11 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 44°46'11" WEST ALONG SAID RIGHT OF WAY, 620.00 FEET; THENCE NORTH 45°13'49" WEST, 1447.65 FEET; THENCE NORTH 44°53'46" EAST, 620.00 FEET; THENCE SOUTH 45°13'49" EAST, 1446.28 FEET TO THE POINT OF BEGINNING.

CONTAINING 897117.49 SQUARE FEET OR 20.595 ACRES MORE OR LESS.

SOLAERIS

COMMUNITY DEVELOPMENT DISTRICT

9A

ACQUISITION AGREEMENT

THIS ACQUISITION AGREEMENT ("**Agreement**") is made and entered into, by and between:

OAK RIDGE RANCHES LLC, a Florida limited liability company, with an address of 7735 S. Old Floral City Road, Floral City, Florida 34436 ("**Developer**"), and

SOLAERIS COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Wrathell, Hunt & Associates LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District**").

RECITALS

WHEREAS, the District was established by ordinance enacted by the Board of County Commissioners of 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 purpose, among others, of planning, financing, constructing, and acquiring certain infrastructure, roadways, stormwater management, utilities (water & sewer), offsite improvements, landscaping/lighting, and other infrastructure within or without the boundaries of the District; and

WHEREAS, the Developer is the owner of lands within the boundaries of the District; and

WHEREAS, the District presently intends to finance the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities, and services known as the "**Project**" and as detailed in the District's *Master Engineer's Report,* dated March 14, 2024 **(**"**Engineer's Report**"), attached to this Agreement as **Exhibit A**; and

WHEREAS, the District intends to finance all or a portion of the Project through the use of proceeds from future special assessment bonds ("**Bonds**"); and

WHEREAS, the District has not had sufficient monies on hand to allow the District to contract directly for: (i) the preparation of the surveys, testing, reports, drawings, plans, permits, specifications, and related documents necessary to complete the Project ("**Work Product**"); or (ii) construction and/or installation of the improvements comprising the Project ("**Improvements**"); and

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

WHEREAS, in order to avoid a delay in the commencement of the development of the Work Product and/or the Improvements, the Developer has advanced, funded, commenced, and completed and/or will complete certain of the Work Product and/or Improvements; and

WHEREAS, the Developer and the District are entering into this Agreement to set forth the process by which the District may acquire the Work Product, the Improvements, and any related real property interests ("**Real Property**") and in order to ensure the timely provision of the infrastructure and development.

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 Developer 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. ADVANCED FUNDING. Prior to the issuance of the Bonds, the Developer may elect to make available to the District such monies as are necessary to enable the District to proceed with, and expedite, the design, engineering, and construction of the Project. The funds ("**Advanced Funds**") shall be placed in the District's depository as determined by the District, and shall be repaid to the Developer solely from available proceeds of the Bonds, subject to the terms of this Agreement. The District shall individually account for costs incurred and Advanced Funds expended in connection with the Project.

3. WORK PRODUCT AND IMPROVEMENTS. The parties agree to cooperate and use good faith and best efforts to undertake and complete the acquisition process contemplated by this Agreement on such date or dates as the parties may jointly agree upon (each, an "**Acquisition Date**"). Subject to any applicable legal requirements (e.g., but not limited to, those laws governing the use of proceeds from tax exempt bonds), and the requirements of this Agreement, the District agrees to acquire completed Work Product and Improvements that are part of the Project.

a. ***Request for Conveyance and Supporting Documentation –*** When Work Product or Improvements are ready for conveyance by the Developer to the District, the Developer shall notify the District in writing, describing the nature of the Work Product and/or Improvement and estimated cost. Additionally, Developer agrees to provide, at or prior to the applicable Acquisition Date, the following: (i) documentation of actual costs paid, (ii) instruments of conveyance such as bills of sale or such other instruments as may be requested by the District, and (iii) any other releases, warranties, indemnifications or documentation as may be reasonably requested by the District.

b. ***Costs –*** Subject to any applicable legal requirements (e.g., but not limited to, those laws governing the use of proceeds from tax exempt bonds), the availability of proceeds from the Bonds, and the requirements of this Agreement, the District shall pay the lesser of (i) the actual cost of creation/construction of the Work Product or Improvements, and (ii) the fair market value of the Work Product or Improvements. The Developer shall provide copies of any and all invoices, bills, receipts, or other evidence of costs incurred by the Developer for any Work Product and/or Improvements. The District Engineer shall review all evidence of cost and shall certify to the District's Board of Supervisors (**"Board"**) whether the cost being paid is the lesser of (i) the actual cost of creation/construction of the Work Product or Improvements, and (ii) the fair market value of the Work Product or Improvements. The District Engineer's opinion as to cost shall be set forth in an Engineer's Certificate which shall accompany the requisition for the funds from the District's Trustee for the Bonds ("**Trustee**").

c. ***Conveyances on "As Is" Basis.*** Unless otherwise agreed, all conveyances of Work Product and/or Improvements shall be on an "as is" basis. That said, the Developer agrees to assign, transfer and convey to the District any and all rights the Developer may have against any and all firms or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification.

d. ***Right to Rely on Work Product and Releases –*** The Developer agrees to release to the District all right, title, and interest which the Developer may have in and to any Work Product conveyed hereunder, as well as all common law, statutory, and other reserved rights, including all warranties and copyrights in the Work Product and extensions and renewals thereof under United States law and throughout the world, and all publication rights and all subsidiary rights and other rights in and to the Work Product in all forms, mediums, and media, now known or hereinafter devised. To the extent determined necessary by the District, the Developer shall reasonably obtain all releases from any professional providing services in connection with the Work Product to enable the District to use and rely upon the Work Product. The District agrees to allow the Developer access to and use of the Work Product without the payment of any fee by the Developer. However, to the extent the Developer's access to and use of the Work Product causes the District to incur any cost or expense, such as copying costs, the Developer agrees to pay such cost or expense.

e. ***Transfers to Third Party Governments; Payment for Transferred Property –*** If any item acquired is to be conveyed to a third-party governmental body, then the Developer agrees to cooperate and provide such certifications, documents, bonds, warranties, and/or forms of security as may be required by that governmental body, if any. Further, the Developer shall make reasonable efforts to first transfer such Work Product and/or Improvements to the District pursuant to the terms of this Agreement, and prior to the transfer of such Work Product and/or Improvements to the third-party governmental entity. Regardless, and subject to the terms of this Agreement, any transfer, dedication, conveyance or assignment of such Work Product and/or Improvements directly to a third-party governmental entity prior to the District's acquisition of the Work Product and/or Improvements shall be deemed a transfer to the District of such Work Product and/or Improvements and then a re-transfer to the third party governmental entity.

f. ***Permits –*** The Developer agrees to cooperate fully in the transfer of any permits to the District or a governmental entity with maintenance obligations for any Improvements conveyed pursuant to this Agreement.

g. ***Engineer's Certification*** – The District shall accept any completed Work Product and/or Improvements where the District Engineer (or other consulting engineer reasonably acceptable to the District), in his/her professional opinion, is able to certify that, in addition to any other requirements of law: (i) the Work Product and/or Improvements are part of the Project; (ii) the price for such Work Product and/or Improvements did not exceed the lesser of the cost of creating the Work Product and/or Improvements or the fair market value of the Work Product and/or

Improvements; (iii) as to Work Product, the Work Product is capable of being used for the purposes intended by the District, and, as to any Improvements, the Improvements were installed in accordance with their specifications, and are capable of performing the functions for which they were intended; and (iv) as to any Improvements, all known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities.

4. CONVEYANCE OF REAL PROPERTY. The Developer agrees that it will convey to the District at or prior to the applicable Acquisition Date as determined solely by the District, by a special warranty deed or other instrument acceptable to the Board together with a metes and bounds or other description, the Real Property upon which any Improvements are constructed or which are necessary for the operation and maintenance of, and access to, the Improvements.

a. ***Cost.*** The parties agree that all Real Property shall be provided to the District at no cost, unless (i) the costs for the Real Property are expressly included as part of the Project, as described in the Engineer's Report, and (ii) the purchase price for the Real Property is the lesser of the appraised value of the Real Property, based on an appraisal obtained by the District for this purpose, or the cost basis of the Real Property to the Developer.

b. ***Fee Title and Other Interests –*** The District may determine in its reasonable discretion that fee title for Real Property is not necessary and in such cases shall accept such other interest in the lands upon which the Improvements are constructed as the District deems acceptable.

c. ***Developer Reservation –*** Any conveyance of Real Property hereunder by special warranty deed or other instrument shall be subject to a reservation by Developer of its right and privilege to use the area conveyed to construct any Improvements and any future improvements to such area for any related purposes (including, but not limited to, construction traffic relating to the construction of the Development) not inconsistent with the District's use, occupation or enjoyment thereof.

d. ***Fees, Taxes, Title Insurance –*** The Developer shall pay the cost for recording fees and documentary stamps required, if any, for the conveyance of the lands upon which the Improvements are constructed. The Developer shall be responsible for all taxes and assessments levied on the lands upon which the Improvements are constructed until such time as the Developer conveys all said lands to the District. At the time of conveyance, the Developer shall provide, at its expense, an owner's title insurance policy or other evidence of title in a form satisfactory to the District.

e. ***Boundary Adjustments –*** Developer and the District agree that reasonable future boundary adjustments may be made as deemed necessary by both parties in order to accurately describe lands conveyed to the District and lands which remain in Developer's ownership. The parties agree that any land transfers made to accommodate such adjustments shall be accomplished by donation. However, the party requesting such adjustment shall pay any transaction costs resulting from the adjustment, including but not limited to taxes, title insurance, recording fees or other costs. Developer agrees that if a court or other governmental entity determines that a re-platting of the lands within the District is necessary, Developer shall pay all costs and expenses associated with such actions.

5. TAXES, ASSESSMENTS, AND COSTS.

a. ***Taxes and Assessments on Property Being Acquired***. The District is an exempt governmental unit acquiring property pursuant to this Agreement for use exclusively for public purposes. Accordingly, in accordance with Florida law, the Developer agrees to place in escrow with the County tax collector an amount equal to the current ad valorem taxes and non-ad valorem assessments (with the exception of those ad valorem taxes and non-ad valorem assessments levied by the District) prorated to the date of transfer of title, based upon the expected assessment and millage rates giving effect to the greatest discount available for early payment.

i. If and only to the extent the property acquired by the District is subject to ad valorem taxes or non-ad valorem assessments, the Developer agrees to reimburse the District for payment, or pay on its behalf, any and all ad valorem taxes and non-ad valorem assessments imposed during the calendar year in which each parcel of property is conveyed.

ii. Nothing in this Agreement shall prevent the District from asserting any rights to challenge any taxes or assessments imposed, if any, on any property of the District.

b. ***Notice.*** The parties agree to provide notice to the other within thirty (30) calendar days of receipt of any notice of potential or actual taxes, assessments, or costs, as a result of any transaction pursuant to this Agreement, or notice of any other taxes, assessments, or costs imposed on the property acquired by the District as described in subsection a. above. The Developer covenants to make any payments due hereunder in a timely manner in accord with Florida law. In the event that the Developer fails to make timely payment of any such taxes, assessments, or costs, the Developer acknowledges the District's right to make such payment. If the District makes such payment, the Developer agrees to reimburse the District within thirty (30) calendar days of receiving notice of such payment, and to include in such reimbursement any fees, costs, penalties, or other expenses which accrued to the District as a result of making such a payment, including interest at the maximum rate allowed by law from the date of the payment made by the District.

c. ***Tax liability not created.*** Nothing herein is intended to create or shall create any new or additional tax liability on behalf of the Developer or the District. Furthermore, the parties reserve all respective rights to challenge, pay under protest, contest or litigate the imposition of any tax, assessment, or cost in good faith they believe is unlawfully or inequitably imposed and agree to cooperate in good faith in the challenge of any such imposition.

6. **ACQUISITIONS AND BOND PROCEEDS.** The District may in the future, and in its sole discretion, elect to issue Bonds that may be used to finance portions of work acquired hereunder, as well as reimburse Advanced Funds. In the event that the District issues the Bonds and has bond proceeds available to pay for any portion of the Project acquired by the District, or any Advanced Funds, and subject to the terms of the applicable documents relating to the Bonds, then the District shall promptly make payment for any such acquired Work Product, Improvements or Real Property, or reimbursable Advanced Funds, pursuant to the terms of this Agreement; provided, however, that no such obligation shall exist where the Developer is in default on the payment of any debt service assessments due on any property owned by the Developer, or is in default under any agreements between the Developer and the District, or, further, in the event the District's bond counsel determines that any such acquisitions or payments for Advanced Funds are not properly compensable for any reason, including, but not limited to federal tax restrictions imposed on tax-exempt financing. Interest shall not accrue on any amounts owed for any prior acquisitions, or Advanced Funds. Unless otherwise provided in an applicable trust indenture, and in the event the District does not or cannot issue sufficient bonds within five (5) years from the date of this Agreement to pay for all acquisitions hereunder, and reimburse Advanced Funds, and, thus does not make payment to the Developer for any unfunded acquisitions, or any unreimbursed Advanced Funds, then the parties agree that the District shall have no payment or reimbursement obligation whatsoever for those unfunded acquisitions, or unreimbursed Advanced Funds. The Developer acknowledges that the District may convey some or all of the Work Product and/or Improvements described in the Engineer's Report to a general purpose unit of local government (e.g., the County) and consents to the District's conveyance of such Work Product and/or Improvements prior to any payment being made by the District.

7. **CONTRIBUTIONS.** In connection with the issuance of the Bonds, the District will levy debt service special assessments to secure the repayment of Bonds. As described in more detail in the District's applicable assessment reports ("**Assessment Report**"), and prior to the issuance of the Bonds, the Developer may request that such debt service special assessments be reduced for certain product types. To accomplish any such requested reduction, and pursuant to the terms of this Agreement, the Developer agrees to provide a contribution of Improvements, Work Product and/or Real Property based on appraised value, comprising a portion of the Project and to meet the minimum requirements set forth in the Assessment Report, if any. Any such contributions shall not be eligible for payment by the District hereunder.

8. **IMPACT FEE CREDITS.** [RESERVED.]

9. **UTILITY CONNECTION FEES.** [RESERVED.]

10. **DEFAULT.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages and/or specific performance. Any default under an applicable trust indenture for the Bonds caused by the Developer and/or its affiliates shall be a default hereunder, and the District shall have no obligation to fund the Project in the event of such a default. Notwithstanding the foregoing, neither the District nor the Developer shall be liable for any consequential, special, indirect or punitive damages due to a default hereunder. Prior to commencing any action for a default hereunder, the party seeking to commence such action shall first provide written notice to the defaulting party of the default and an opportunity to cure such default within 30 days.

11. **ATTORNEYS' FEES AND COSTS.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

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

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

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

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

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

Notwithstanding the foregoing, the Trustee, acting at the direction of the Majority Owners of the Bonds, shall have the right to directly enforce the provisions of this Agreement. The Trustee shall not be deemed to have assumed any obligations under this Agreement. This Agreement may not be assigned or materially amended, and the Project may not be materially amended, without the written consent of the Trustee, acting at the direction of the Majority Owners of the Bonds, which consent shall not be unreasonably withheld.

17. ASSIGNMENT. Neither the District nor the Developer may assign this Agreement or any monies to become due hereunder without the prior written approval of the other.

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

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

20. 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.

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

22. 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.

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

[THIS SPACE INTENTIONALLY LEFT BLANK]

WHEREFORE, the parties below execute the *Acquisition Agreement* to be effective as of the ___ day of ____________, 2024.

SOLAERIS COMMUNITY DEVELOPMENT DISTRICT

____
By: ______________________________
Its: Chairperson

OAK RIDGE RANCHES LLC

____
By: ________________________________
Its: ________________________________

Exhibit A: *Master Engineer's Report,* dated March 14, 2024

SOLAERIS

COMMUNITY DEVELOPMENT DISTRICT

9B

This instrument was prepared by:

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

COLLATERAL ASSIGNMENT AGREEMENT
(2024 BONDS)

THIS COLLATERAL ASSIGNMENT AGREEMENT ("**Agreement**") is made and entered into, by and between:

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

Oak Ridge Ranches, LLC, a Florida limited liability company, the owner and developer of certain lands within the boundary of the District, and whose mailing address is 105 NE 1st Street, Delray Beach, Florida 33444 and/or 7735 S. Old Floral City Road, Floral City, Florida 34436 ("**Developer**"); and

Is joined by certain landowners, as described in the *Joinder and Consent* attached hereto.

RECITALS

WHEREAS, the District was established 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, and acquiring certain infrastructure, including roadways, stormwater management, utilities (water & sewer), offsite improvements, landscaping/lighting, and other infrastructure within or without the boundaries of the District; and

WHEREAS, the District proposes to issue $____________ Special Assessment Bonds, Series 2024 (Assessment Area One – 2024 Project) ("**Bonds**") to finance certain public infrastructure known as the "Assessment Area One - 2024 Project" ("**Project**"), as defined in that certain *First Supplemental Engineer's Report,* dated March 14, 2024 ("**Engineer's Report**"), and the *Master Special Assessment Methodology Report,* dated March 14, 2024, as supplemented by the *First Supplemental Special Assessment Methodology Report,* dated _____________, 2024 (together, "**Assessment Report**"); and

WHEREAS, the security for the repayment of the Bonds is the special assessments ("**Assessments**") levied against benefitted lands within "Assessment Area One" ("**Property**"), the legal description of which is attached hereto as **Exhibit A**; and

WHEREAS, the District is presently planned to include certain planned product types and units[1] ("**Lots**") within the Property; and

WHEREAS, "**Development Completion**" will occur when the District's Project is complete, all Lots have been platted and developed, and all other infrastructure work necessary to support the Lots has been completed; and

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

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

WHEREAS, in the event the District exercises its Remedial Rights, the District will require the assignment of certain Development Rights (defined below) for the development of the community to be completed; and

WHEREAS, the rights assigned to the District hereunder shall be exercised in a manner which will not materially affect the intended development of the Property.

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

1. **COLLATERAL ASSIGNMENT.**_***Development Rights.*** The Developer hereby collaterally assigns to the District, to the extent assignable and to the extent that they are owned or controlled by the Developer at execution of this Agreement or subsequently acquired by the Developer, all of the Developer's development rights relating to development of the Property and/or the Project (herein, collectively, "**Development Rights**"), as security for the Developer's payment and performance and discharge of its obligation to pay the Assessments levied against the Property owned by the Developer from time to time. The Development Rights shall include the items listed in subsections (a) through (i) below as they pertain to development of the Property and/or the Project:

(a) Zoning approvals, density approvals and entitlements, concurrency and capacity certificates, and development agreements.

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[1] The number and type of Lots may vary based on final development. Ultimately, and subject to true-up determinations, the Developer is obligated to develop sufficient units (i.e., presently planned for ____ residential units, or ___ EAUs) that would absorb the full allocation of Assessments securing the Bonds for the Property, where such Assessments are based on the assessment levels for each product type established in the Assessment Report.

(b) Engineering and construction plans and specifications for grading, roadways, site drainage, stormwater drainage, signage, water distribution, wastewater collection, and other improvements.

(c) Preliminary and final site plans.

(d) Architectural plans and specifications for public buildings and other public improvements relating to the Property.

(e) Permits, approvals, resolutions, variances, licenses, and franchises granted by governmental authorities, or any of their respective agencies, for or affecting the development within the Property and construction of improvements thereon, or off-site to the extent such off-site improvements are necessary or required for Development Completion.

(f) Contracts with engineers, architects, land planners, landscape architects, consultants, contractors, and suppliers for or relating to the construction of the development within the Property or the construction of improvements thereon.

(g) All declarant's rights under any homeowner's association or other similar governing entity with respect to the Property.

(h) All impact fee credits.

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

Exclusions. Notwithstanding the foregoing, the Development Rights shall not include any rights which relate solely to: (i) platted and developed Lots conveyed to unaffiliated homebuilders or end-users, or (ii) any property which has been conveyed to the County, the District, any utility provider, or any governmental or quasi-governmental entity as may be required by applicable permits, approvals, plats, entitlements or regulations affecting the District, if any (items (i) and (ii) referred to herein as "**Permitted Transfer**").

Rights Inchoate. The assignment and assumption of rights under this Agreement shall be inchoate and shall only become an absolute assignment and assumption of the Development Rights, upon failure of the Developer to pay the Assessments levied against the Property; provided, however, that such assignment shall only be absolute to the extent that: (i) this Agreement has not been terminated earlier pursuant to the term of this Agreement, (ii) a Permitted Transfer has not already occurred with respect to the Development Rights, or (iii) a platted and developed Lot is conveyed to an unaffiliated homebuilder or end-user, in which event such Lot shall be released automatically herefrom.

Rights Severable. To the extent that any Development Rights apply to the Property and additional lands, or to Property that is the subject of a Permitted Transfer, the Developer shall at the request of the District cooperate and take reasonable steps to separate such rights for the District's use.

2. **WARRANTIES BY DEVELOPER.** The Developer represents and warrants to the District that:

(a) Other than Permitted Transfers, the Developer has made no assignment of the Development Rights to any person other than District.

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

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

(d) Any transfer, conveyance or sale of the Property shall subject any and all affiliated entities or successors-in-interest of the Developer to the Agreement, except to the extent of a Permitted Transfer.

3. **COVENANTS.** The Developer covenants with District that during the Term (as defined herein):

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

(b) The Developer agrees not to take any action that would decrease the development entitlements to a level below the amount necessary to support the then outstanding Assessments; to take any action to modify, waive, release or terminate the Development Rights in a manner that would materially impair or impede Development Completion; or otherwise take any action that would materially impair or impede Development Completion.

4. **EVENTS OF DEFAULT.** Any breach of the Developer's warranties contained in Section 2 hereof or breach of covenants contained in Section 3 hereof shall, after the giving of written notice and an opportunity to cure (which cure period shall be not more than thirty (30) days), constitute an "Event of Default" under this Agreement. An Event of Default shall also include the transfer of title to any portion of the Property owned by Developer pursuant to a judgment of foreclosure entered by a court of competent jurisdiction in favor of District (or its designee) or a deed in lieu of foreclosure to District (or its designee), or the acquisition of title to such Property through the sale of tax certificates.**REMEDIES UPON DEFAULT**. Upon an Event of Default, the District or its designee may, as the District's sole and exclusive remedies, take any or all of the following actions, at the District's option:

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

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

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

NOTE: Nothing herein shall be construed as an obligation on the part of the District to accept any liability for all or any portion of the Development Rights unless it chooses to do so in its sole discretion and is legally permitted to do so. Nor shall any provisions hereunder be construed to place liability or obligation on the District for compliance with the terms and provisions of all or any portion of the Development Rights.

6. **AUTHORIZATION IN EVENT OF DEFAULT**. In the Event of Default, the Developer does hereby authorize and shall direct any party to any agreement relating to the Development Rights to tender performance thereunder to the District or its designee upon written notice and request from the District. Any such performance in favor of the District or its designee shall constitute a full release and discharge to the extent of such performance as fully as though made directly to the Developer.**SECURITY AGREEMENT.** This Agreement shall be a security agreement between the Developer, as the debtor, and the District, as the secured party, covering the Development Rights that constitute personal property governed by the Florida Uniform Commercial Code ("**Code**"), and the Developer grants to the District a security interest in such Development Rights. In addition to the District's other rights hereunder, and upon an Event of Default, the District shall have the right to file any and all financing statements that may be required by the District to establish and maintain the validity and priority of the District's security interest rights of a secured party under the Code.

8. **TERM; TERMINATION.** Unless the assignment of Development Rights becomes absolute, this Agreement shall automatically terminate upon the earliest to occur of the following: (i) payment of the Bonds in full; (ii) Development Completion; and (iii) upon occurrence of a Permitted Transfer, but only to the extent that such Development Rights are the subject of the Permitted Transfer (herein, the "**Term**").

9. **AMENDMENT.** This Agreement may be modified in writing only by the mutual agreement of all parties hereto, and only after satisfaction of the conditions set forth in Section 15.

10. **ASSIGNMENT.** This Agreement shall constitute a covenant running with title to the Property, binding upon the Developer and its successors and assigns as to the Property or portions thereof any assignment must first satisfy the conditions set forth in Section 15. Any transferee shall take title subject to the terms of this Agreement and with respect to the portion of the Property so transferred, provided however that this Agreement shall not apply to any portion of the Property that is the subject of a Permitted Transfer.

11. **ATTORNEYS' FEES AND COSTS.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

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

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

the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Developer may deliver Notice on behalf of the District and the Developer, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

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

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

Notwithstanding the foregoing, the Trustee, acting at the direction of the Majority Owners of the Bonds, shall have the right to directly enforce the provisions of this Agreement. The Trustee shall not be deemed to have assumed any obligations under this Agreement. This Agreement may not be assigned or materially amended, and the Project may not be materially amended, without the written consent of the Trustee, acting at the direction of the Majority Owners of the Bonds, which consent shall not be unreasonably withheld.

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

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

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

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

for the purpose of allowing any claim which would otherwise be barred by sovereign immunity or by other operation of law.

20. **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.

21. **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.

[SIGNATURES TO FOLLOW]

WHEREFORE, the parties below execute the *Collateral Assignment Agreement* to be effective as of the closing date on the Bonds.

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 _____________________________, _____________, 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 COLLATERAL ASSIGNMENT AGREEMENT]

WITNESS	**OAK RIDGE RANCHES, LLC**
By: ___________________________________ Name: ________________________________ Address: ______________________________ _______________________________________	By: _____________________________________ Name: ___________________________________ 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, 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)

JOINDER AND CONSENT OF LANDOWNER(S)
(PAGE 1 OF 2)

The undersigned, on behalf of the entities listed below (together, "**Landowner(s)**"), each being the owner(s) of a portion of the Property, which is more particularly described in **Exhibit A**, and for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, do hereby join in and consent to the *Collateral Assignment Agreement* ("**Agreement**"), between the Developer and the District. The parties acknowledge and agree that the Agreement applies equally to the Developer and the Landowner(s), as though the definition of "**Developer**" under the Agreement includes both the Developer and the Landowner(s). The Developer and the Landowner(s) shall be jointly and severally liable for all Developer obligations under the Agreement.

WITNESSES:

____
By: _________________________________
Address:_____________________________
____

____
By: _________________________________
Address:_____________________________
____

OAK RIDGE RESI INVESTMENTS, LLC

____
By: _________________________________
Its: _________________________________

STATE OF _______________
COUNTY OF _____________

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ day of __________, 2024, by _________________________, as ___________________________ of OAK RIDGE RESI INVESTMENTS, LLC, who appeared before me this day in person, and who is either personally known to me, or produced ______________________ as identification.

____
NOTARY PUBLIC, STATE OF _____________

(NOTARY SEAL)

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

WITNESSES:

____
By: _______________________________
Address:___________________________
____

____
By: _______________________________
Address:___________________________
____

OAK RIDGE COMMERCIAL, LLC

____
By: _______________________________
Its: _______________________________

STATE OF _______________
COUNTY OF _____________

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ day of __________, 2024, by _________________________, as ___________________________ of OAK RIDGE COMMERCIAL, LLC, who appeared before me this day in person, and who is either personally known to me, or produced ______________________ as identification.

(NOTARY SEAL)

____
NOTARY PUBLIC, STATE OF _____________

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

EXHIBIT A: Legal Description of Property

SOLAERIS

COMMUNITY DEVELOPMENT DISTRICT

9C

COMPLETION AGREEMENT
(2024 BONDS)

THIS COMPLETION AGREEMENT ("**Agreement**") is made and entered into, by and between:

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

Oak Ridge Ranches, LLC, a Florida limited liability company, the owner and developer of certain lands within the boundary of the District, whose mailing address is 105 NE 1st Street, Delray Beach, Florida 33444 and/or 7735 S. Old Floral City Road, Floral City, Florida 34436 ("**Developer**").

RECITALS

WHEREAS, the District was established 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, and acquiring certain infrastructure, roadways, stormwater management, utilities (water & sewer), offsite improvements, landscaping/lighting, and other infrastructure within or without the boundaries of the District; and

WHEREAS, the Developer is the developer of certain lands in within the boundaries of the District; and

WHEREAS, the District presently intends to undertake the planning, design, acquisition, construction, and installation of certain public infrastructure improvements for what is known as the "Assessment Area One Project - 2024 Project" ("**Project**");

WHEREAS, the Project is described in that certain *First Supplemental Engineer's Report,* dated March 14, 2024 ("**Engineer's Report**"), which is attached to this Agreement as **Exhibit A**; and

WHEREAS, the District intends to finance a portion of the Project through the use of proceeds from the anticipated sale of its $____________ Special Assessment Bonds, Series 2024 (Assessment Area One – 2024 Project) ("**Bonds**"); and

WHEREAS, the Developer and the District hereby agree that the District will be obligated to only issue the Bonds to fund a portion of the Project and, subject to the terms and conditions of this Agreement, the Developer will make provision for any additional funds that may be needed in the future for the completion of the Project.

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

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

2. **COMPLETION OF PROJECT.** The Developer and District agree and acknowledge that the District's proposed Bonds will provide only a portion of the funds necessary to complete the Project. Therefore, the Developer hereby agrees to complete, cause to be completed, provide funds or cause funds to be provided to the District in an amount sufficient to allow the District to complete or cause to be completed, those portions of the improvements in the Project which remain unfunded including, but not limited to, all administrative, legal, warranty, engineering, permitting or other related work product and soft costs (together, "**Remaining Improvements**") whether pursuant to existing contracts, including change orders thereto, or future contracts. The District and Developer hereby acknowledge and agree that the District's execution of this Agreement constitutes the manner and means by which the District has elected to provide any and all portions of the Remaining Improvements not funded by the Bonds.

NOTE: The Developer's completion obligation for the Project only includes the completion of the Crosstown Parkway (4 Lane Expansion) plus non-impact fee creditable improvements in at least the amount of impact-fee credits available from the Crosstown Parkway (4 Lane Expansion), which impact-fee credits are estimated to be $7,337,000.

a. ***Subject to Existing Contract -*** When all or any portion of the Remaining Improvements are the subject of an existing District contract, the Developer shall provide funds or cause funds to be provided directly to the District in an amount sufficient to complete the Remaining Improvements pursuant to such contract, including change orders thereto.

b. ***Not Subject to Existing Contract –*** When any portion of the Remaining Improvements is <u>not</u> the subject of an existing District contract, the Developer may choose to complete, cause to be completed, provide funds or cause funds to be provided to the District in an amount sufficient to allow the District to complete or cause to be completed, those Remaining Improvements.

c. ***Future Bonds –*** Subject to the terms of the *Acquisition Agreement,* dated ___________ ("**Acquisition Agreement**") entered into by the parties, the parties agree that any funds provided by Developer to fund the Remaining Improvements may be later payable from, and the District's acquisition of the Remaining Improvements may be payable from, the proceeds of a future issuance of bonds by the District (i.e., other than the Bonds). Within forty-five (45) days of receipt of sufficient funds by the District for the District's improvements and facilities and from the issuance of such future bonds, the District shall reimburse Developer to the extent that there are proceeds available from such future bonds, exclusive of interest, for the funds and/or improvements provided pursuant to this Agreement; provided, however, that no such obligation shall exist where the Developer is in default on the payment of any debt service assessments due on any property owned by the Developer, and, further, in the event the District's bond counsel determines that any such monies advanced or expenses incurred are not properly reimbursable for any reason, including, but not limited to federal tax restrictions imposed on tax-exempt financing, the District shall not be obligated to reimburse such monies advanced or expenses incurred. Nothing herein shall cause or be construed to require the District to issue additional bonds or indebtedness – other than the Bonds – to provide funds for any portion of the Remaining Improvements. The Developer shall be required to meet its obligations hereunder and complete the Project regardless whether the District issues any future bonds (other than the Bonds) or otherwise pays the Developer for any of the Remaining Improvements. Interest shall not accrue on any amounts owed hereunder. If within five (5) years of the date of this Agreement, the District does not or cannot issue such future bonds, and, thus does not reimburse the Developer for the funds or improvements advanced hereunder, then the parties agree that the District shall have no reimbursement obligation whatsoever.

3. OTHER CONDITIONS AND ACKNOWLEDGMENTS

a. ***Material Changes to Project –*** The District and the Developer agree and acknowledge that the exact location, size, configuration and composition of the Project may change from that described in the Engineer's Report, depending upon final design of the development, permitting or other regulatory requirements over time, or other factors. Material changes to the Project shall be made by a written amendment to the Engineer's Report, which shall include an estimate of the cost of the changes, and shall require the consent of the Developer and the District, as well as the Trustee to the extent required by Section 9. Such consent is not necessary and the Developer must meet the completion obligations, or cause them to be met, when the scope, configuration, size and/or composition of the Project is materially changed in response to a requirement imposed by a regulatory agency.

b. ***Conveyances –*** The District and Developer agree and acknowledge that any and all portions of the Remaining Improvements which are constructed, or caused to be constructed, by the Developer shall be conveyed to the District or such other appropriate unit of local government as is designated in the Engineer's Report or required by governmental regulation or development approval. All conveyances to another governmental entity shall be in accordance with and in the same manner as provided in any agreement between the District and the appropriate unit of local government. Further, all such conveyances shall done in a manner consistent with the Acquisition Agreement and, without intending to limit the same, shall include all necessary real property interests for the District to own, operate and maintain the Remaining Improvements. Further, and in addition to any requirements under the Acquisition Agreement, such conveyances shall also include all right, title, interest, and benefit of the Developer, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, insurance rights, indemnification, defense and hold harmless rights, enforcement rights, claims, lien waivers, and other rights of any kind, with respect to the creation of the Remaining Improvements.

4. **DEFAULT.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages and/or specific performance. Any default under the applicable trust indenture for the Bonds caused by the Developer and/or its affiliates shall be a default hereunder, and the District shall have no obligation to fund the Project with the proceeds of the Bonds in the event of such a default. Prior to commencing any action for a default hereunder, the party seeking to commence such action shall first provide written notice to the defaulting party of the default and an opportunity to cure such default within 30 days.

5. **ATTORNEYS' FEES AND COSTS.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

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

7. **NOTICES.** All notices, requests, consents, and other communications hereunder ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or telecopied or hand delivered to the parties, at the addresses first set forth above. Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address or telecopy number set forth herein. If mailed as provided above, Notices shall be deemed delivered on the third business day unless actually received earlier. Notices hand delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notice on behalf of the parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name, address or telecopy number to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

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

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

Notwithstanding the foregoing, the Trustee, acting at the direction of the Majority Owners of the Bonds, shall have the right to directly enforce the provisions of this Agreement. The Trustee shall not be deemed to have assumed any obligations under this Agreement. This Agreement may not be assigned or materially amended, and the Project may not be materially amended, without the written consent of the Trustee, acting at the direction of the Majority Owners of the Bonds, which consent shall not be unreasonably withheld.

10. **ASSIGNMENT.** The District and the Developer may only assign this Agreement or any monies to become due hereunder with the prior written approval of the other, and only after satisfaction of the conditions set forth in Section 9 above.

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 both the District and the Developer, and only after satisfaction of the conditions set forth in Section 9 above.

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

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

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

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

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.

[CONTINUED ON NEXT PAGE]

WHEREFORE, the parties below execute the *Completion Agreement* to be effective as of the date of closing on the Bonds.

SOLAERIS COMMUNITY DEVELOPMENT DISTRICT

____
By: _______________________________
Its: Chairperson

OAK RIDGE RANCHES, LLC

____
By: __________________________________
Its: __________________________________

Exhibit A: *Master Engineer's Report,* dated March 14, 2024

SOLAERIS

COMMUNITY DEVELOPMENT DISTRICT

9D

This instrument was prepared by:

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

DECLARATION OF CONSENT
SOLAERIS COMMUNITY DEVELOPMENT DISTRICT
(2024 BONDS)

OAK RIDGE RESI INVESTMENTS, LLC, together with its successors and assigns (together, "**Landowner**"), represents that it is the owner of 100% of the land described in **Exhibit A** attached hereto and made a part hereof ("**Property**"), and further declares, acknowledges and agrees as follows:

1. The Solaeris Community Development District ("**District**") is, and has been at all times, on and after November 16, 2022, a legally created, duly organized, and validly existing community development district under the provisions of Chapter 190, *Florida Statutes,* as amended ("**Act**"). Without limiting the generality of the foregoing, the Landowner acknowledges that: (a) the petition filed with the Board of County Commissioners for Lake County, Florida, relating to the creation of the District contained all matters required by the Act to be contained therein and was filed in the manner and by the persons required by the Act; (b) Ordinance 22-030, enacted on November 1, 2022, and effective November 16, 2022, was duly and properly enacted in compliance with all applicable requirements of law; (c) the members of the Board of Supervisors of the District were duly and properly designated pursuant to the Act to serve in their capacities, and had the authority and right to authorize, approve and undertake all actions of the District approved and undertaken from November 16, 2022, to and including the date of this Declaration; and (d) the Property is within the boundaries of the District and subject to the District's jurisdiction and authority.

2. The Landowner understands and acknowledges that the District has adopted Resolution Nos. 2024-08, 2024-___ and 2024-___ (collectively, "**Assessment Resolutions**") that levied and imposed debt service special assessment liens on the Property (together, "**Assessments**"). Such Assessments, which may include "true-up" payments pursuant to the terms of the Assessment Resolutions, are legal, valid and binding first liens upon the Property, coequal with the lien of all state, county, district and municipal taxes, and superior in dignity to all other liens, titles and claims, until paid.

3. The Landowner hereby expressly acknowledges, represents and agrees that: (i) the Assessments (including any "true-up" payments), the Assessment Resolutions, and the terms of the financing documents related to the District's issuance of its $____________ Special Assessment Bonds, Series 2024 (Assessment Area One – 2024 Project) ("**Bonds**"), or securing payment thereof ("**Financing Documents**"), are, to the extent of the Landowner's obligations thereunder and with respect thereto, valid and binding obligations enforceable in accordance with their terms; (ii) the Landowner has no claims or offsets whatsoever against, or defenses or counterclaims whatsoever to, payments of the Assessments (including any "true-up" payments) and/or amounts due under the Financing Documents, and the Landowner expressly waives any such claims, offsets, defenses or counterclaims; (iii) the Landowner hereby waives any and all rights, remedies, and other actions now or hereafter contemplated to contest, challenge, or otherwise dispute or object to the Assessment Resolutions, the Assessments (including any "true-up" payments), the Financing Documents, and all proceedings undertaken by the District in

connection therewith; (iv) the Landowner expressly waives and relinquishes any argument, claim or defense that foreclosure proceedings cannot be commenced until one (1) year after the date of the Landowner's default and agrees that, immediate use of remedies in Chapter 170, *Florida Statutes*, is an appropriate and available remedy, notwithstanding the provisions of Section 190.026, *Florida Statutes*; and (v) to the extent Landowner fails to timely pay any special assessments collected by mailed notice of the District, such unpaid special assessments and future special assessments may be placed on the tax roll by the District for collection by the Tax Collector pursuant to section 197.3632, *Florida Statutes*, in any subsequent year.

4. The Landowner agrees and understands that the District may use proceeds from the Bonds to finance impact-fee creditable improvements pursuant to, among other things, that certain *Interlocal Agreement regarding Impact Fee Credits*, dated ____, 2024 and by and between the District and the County. 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 and use of the Bonds to finance impact-fee creditable improvements, the imposition and collection by the District of the Assessments securing the Bonds, or to the collection by the County of impact fees for such improvements.

4. The Landowner hereby waives the right granted in Section 170.09, *Florida Statutes*, to prepay the Assessments within thirty (30) days after the improvements are completed, without interest, in consideration of, among other things, rights granted by the District to prepay Assessments in full at any time, or in part up to two times, and in either case with interest, under the circumstances set forth in the resolutions of the District levying such Assessments.

5. This Declaration shall represent a lien of record for purposes of Florida law, including but not limited to Chapter 197, *Florida Statutes*, and Sections 197.552 and 197.573, *Florida Statutes*, among others. Other information regarding the Assessments is available from the District's Manager, c/o Wrathell Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (Phone: 561-571-0010).

THE DECLARATIONS, ACKNOWLEDGEMENTS AND AGREEMENTS CONTAINED HEREIN SHALL RUN WITH THE PROPERTY DESCRIBED IN EXHIBIT A HERETO AND SHALL BE BINDING ON THE LANDOWNERS AND ON ALL PERSONS (INCLUDING BUT NOT LIMITED TO INDIVIDUALS AS WELL AS CORPORATIONS, ASSOCIATIONS, TRUSTS, AND OTHER LEGAL ENTITIES) TAKING TITLE TO ALL OR ANY PART OF THE PROPERTY, AND THEIR SUCCESSORS IN INTEREST, WHETHER OR NOT THE PROPERTY IS PLATTED AT SUCH TIME. BY TAKING SUCH TITLE, SUCH PERSONS SHALL BE DEEMED TO HAVE CONSENTED AND AGREED TO THE PROVISIONS OF THIS DECLARATION TO THE SAME EXTENT AS IF THEY HAD EXECUTED IT AND BY TAKING SUCH TITLE, SUCH PERSONS SHALL BE ESTOPPED FROM CONTESTING, IN COURT OR OTHERWISE, THE VALIDITY, LEGALITY AND ENFORCEABILITY OF THIS DECLARATION.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOR DECLARATION OF CONSENT]

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,** who appeared before me this day in person, and who is either personally known to me, or produced ______________________ as identification.

____
NOTARY PUBLIC, STATE OF ______________

(NOTARY SEAL)

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

EXHIBIT A: Legal Description of Property

SOLAERIS

COMMUNITY DEVELOPMENT DISTRICT

9E

This instrument was prepared by:

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

DISCLOSURE OF PUBLIC FINANCE
(2024 BONDS)

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

WHAT IS THE DISTRICT AND HOW IS IT GOVERNED?

The District is an independent special taxing district, created pursuant to and existing under the provisions of Chapter 190, *Florida Statutes*, and established by the Board of County Commissioners for St. Lucie County, Florida, and pursuant to Ordinance No. 22-030, enacted on November 1, 2022, and effective November 16, 2022. The District currently encompasses approximately 2,174.32 acres of land located entirely within St. Lucie County, Florida. The legal description of the lands encompassed within the District is attached hereto as **Exhibit A**. As a local unit of special-purpose government, the District provides an alternative means for planning, financing, constructing, operating and maintaining various public improvements and community facilities within its jurisdiction. The District is governed by a five-member Board of Supervisors (**"Board"**), the members of which must be residents of the State and citizens of the United States.

For more information about the District, please visit: http://www.solaeriscdd.net/. Alternatively, please contact the District's Manager, c/o Wrathell Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (Phone: 561-571-0010) ("**District Office**").

DESCRIPTION OF PROJECTS, BONDS & ASSESSMENTS

The District is authorized by Chapter 190, *Florida Statutes*, to finance, fund, plan, establish, acquire, install, equip, operate, extend, construct, or reconstruct roadways, stormwater management, utilities (water and sewer), offsite improvements, landscaping/lighting and other infrastructure projects, and services necessitated by the development of, and serving lands within, the District. To finance the construction of such projects, the District is authorized to issue bonds that are secured by special assessments levied against properties within the District that are benefitted by the projects.

Capital Improvement Plan / Bonds & Assessments

On _______ ___, 2024, the District issued its $_______________ Special Assessment Bonds, Series 2024 (Assessment Area One – 2024 Project) ("**Bonds**") to finance a portion of its capital improvement plan known as the "Assessment Area One - 2024 Project" ("**Project**"). The Project includes, among other things, Crosstown Parkway, along with certain non-impact fee creditable improvements and work product such as the master spine road and neighborhood roads, stormwater, utilities, and other items. The Project is described in more detail in the *First Supplemental Engineer's Report,* dated March 14, 2024 ("**Engineer's Report**").

The Bonds are secured by special assessments ("**Assessments**") levied and imposed on certain benefitted lands within the District. The Assessments are further described in the *Master Special Assessment Methodology Report,* dated March 14, 2024, as supplemented by the *First Supplemental Special Assessment Methodology Report,* dated _____________ (together, the "**Assessment Report**").

Operation and Maintenance Assessments

In addition to debt service assessments, the District may also impose on an annual basis operations and maintenance assessments ("**O&M Assessments**"), which are determined and calculated annually by the Board in order to fund the District's annual operations and maintenance budget. O&M Assessments are levied against all benefitted lands in the District, and may vary from year to year based on the amount of the District's budget. O&M Assessments may also be affected by the total number of units that ultimately are constructed within the District. The allocation of O&M Assessments is set forth in the resolutions imposing the assessments. Please contact the District Office for more information regarding the allocation of O&M Assessments.

Collection Methods

For any given fiscal year, the District may elect to collect any special assessment for any lot or parcel by any lawful means. Generally speaking, the District may elect to place a special assessment on that portion of the annual real estate tax bill, entitled "non-ad valorem assessments," which would then be collected by the County Tax Collector in the same manner as county ad valorem taxes. Alternatively, the District may elect to collect any special assessment by sending a direct bill to a given landowner. The District reserves the right to change collection methods from year to year.

A detailed description of all of the District's assessments, fees and charges, as well as copies of the Engineer's Report, Assessment Report, and other District records described herein, may be obtained from the registered agent of the District as designated to the Florida Department of Economic Opportunity in accordance with Section 189.014, *Florida Statutes*, or by contacting the District's Manager, c/o Wrathell Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (Phone: 561-571-0010). Please note that changes to the District's capital improvement plans and financing plans may affect the information contained herein and all such information is subject to change at any time and without further notice.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the foregoing Disclosure of Public Finance has been executed to be effective as of the date of the closing on the Bonds.

WITNESS

By: ________________________________
Name: ______________________________

By: ________________________________
Name: ______________________________

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 _____________________________, _____________, 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 SEAL)

____
NOTARY PUBLIC, STATE OF ______________

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

EXHIBIT A: Legal Description of Boundaries of District

SOLAERIS

COMMUNITY DEVELOPMENT DISTRICT

9F

This instrument was prepared by:

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

SOLAERIS COMMUNITY DEVELOPMENT DISTRICT
NOTICE OF SPECIAL ASSESSMENTS / GOVERNMENTAL LIEN OF RECORD
(2024 BONDS)

PLEASE TAKE NOTICE that the Board of Supervisors of the Solaeris Community Development District ("**District**") in accordance with Chapters 170, 190, and 197, *Florida Statutes*, previously adopted Resolution Nos. 2024-08, 2024-__ and 2024-___ (together, "**Assessment Resolutions**"). The Assessment Resolutions levy and impose one or more non-ad valorem, debt service special assessment lien(s) ("**Assessments**"), which are levied on the property within the District ("**Assessment Area**") described in **Exhibit A**.

The Assessments secure the District's repayment of debt service on the District's Special Assessment Bonds, Series 2024 (Assessment Area One – 2024 Project) (**"Bonds"**). The Bonds are intended to finance a portion of the District's "Assessment Area One – 2024 Project" (herein, "**Project**"), which is described in the *First Supplemental Engineer's Report,* dated March 14, 2024 ("**Engineer's Report**"). The Assessments are further described in the *Master Special Assessment Methodology Report,* dated March 14, 2024, as supplemented by the *Final Supplemental Special Assessment Methodology Report,* dated _______, 2024 (together, "**Assessment Report**"). A copy of the Engineer's Report, Assessment Report and Assessment Resolutions may be obtained from the registered agent of the District as designated to the Florida Department of Economic Opportunity, or by contacting the District's Manager, c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

The Assessments were legally and validly determined and levied in accordance with all applicable requirements of Florida law, and constitute and will at all relevant times in the future constitute, legal, valid, and binding first liens on the land against which assessed until paid, coequal with the lien of all state, county, district, and municipal taxes, and superior in dignity to all other liens, titles, and claims. Please note that, as part of the Assessments, the Assessment Resolutions require that certain "True-Up Payments" be made in certain circumstances, and landowners should familiarize themselves with those requirements, as they constitute a requirement under the liens.

The District is a special purpose form of local government established pursuant to and governed by Chapter 190, *Florida Statutes*. This notice shall remain effective even if the District undergoes merger, boundary amendment, or name change. Further, this notice shall constitute a lien of record under Florida law, including but not limited to Chapter 197, *Florida Statutes*, and Sections 197.552 and 197.573, *Florida Statutes*, among others.

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

BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.

IN WITNESS WHEREOF, this Notice has been executed to be effective as of the date of closing on the Bonds, and recorded in the Public Records of the County in which the District is located.

WITNESS	**SOLAERIS COMMUNITY DEVELOPMENT DISTRICT**
By: ______________________________ Name: ____________________________ Address: __________________________ _________________________________	By: ______________________________ Name: ____________________________ Title: _____________________________
By: ______________________________ Name: ____________________________ Address: __________________________ _________________________________	

STATE OF FLORIDA
COUNTY OF _____________

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of __________, 2024, by __________________________, as _________________ 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 FLORIDA

(NOTARY SEAL)

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

SOLAERIS

COMMUNITY DEVELOPMENT DISTRICT

9G

This instrument was prepared by:

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

TRUE-UP AGREEMENT
(2024 BONDS)

THIS TRUE-UP AGREEMENT ("**Agreement**") is made and entered into by and between:

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

Oak Ridge RESI Investments, LLC, and **Oak Ridge Commercial, LLC**, the owners of the Property (as defined herein), and whose mailing address is 105 NE 1st Street, Delray Beach, Florida 33444 and/or 7735 S. Old Floral City Road, Floral City, Florida 34436 (together, "**Landowner**").[1]

RECITALS

WHEREAS, the District was established 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 purpose, among others, of planning, financing, constructing, and acquiring certain infrastructure, roadways, stormwater management, utilities (water & sewer), offsite improvements, landscaping/lighting, and other infrastructure within or without the boundaries of the District; and

WHEREAS, the Landowner is currently the owner and developer of certain lands ("**Property**") within the District, as described in **Exhibit A** attached hereto; and

WHEREAS, for the benefit of the Property, the District presently intends to finance the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities, and services known as the "Assessment Area One – 2024 Project" ("**Project**") and as defined in the *First Supplemental Engineer's Report*, dated March 14, 2024 ("**Engineer's Report**"); and

WHEREAS, the District intends to finance a portion of the Project through the use of proceeds from the anticipated sale of its Special Assessment Bonds, Series 2024 (Assessment Area One – 2024 Project) (**"2024 Bonds"**); and

[1] The landowner entities shall be jointly and severally responsible for all Landowner obligations under this Agreement.

WHEREAS, pursuant to Resolution Nos. Nos. 2024-08, 2024-___ and 2024-___ (together, "**Assessment Resolutions**"), the District has taken certain steps necessary to impose debt service special assessment lien(s) ("**Debt Assessments**") on the Property pursuant to Chapters 170, 190 and 197, *Florida Statutes*, to secure repayment of the 2024 Bonds; and

WHEREAS, as part of the Assessment Resolutions, the District adopted the *Master Special Assessment Methodology Report*, dated March 14, 2024, as supplemented by the *Final Supplemental Special Assessment Methodology Report*, dated ______, 2024 (together, "**Assessment Report**"), which is on file with the District and expressly incorporated herein by this reference; and

WHEREAS, Landowner agrees that the Property benefits from the timely design, construction, or acquisition of the Project; and

WHEREAS, Landowner agrees that the Debt Assessments, which were imposed on the Property, have been validly imposed and constitute valid, legal, and binding liens upon the Property; and

WHEREAS, the Assessment Resolutions together with the Assessment Report provide that as the Property is platted, the allocation of the amounts assessed to and constituting a lien upon the Property would be calculated based upon certain density assumptions relating to the number of each type of residential unit to be constructed on the developable acres within the Property, which assumptions were provided by Landowner; and

WHEREAS, Landowner intends to plat and develop the Property based on then-existing market conditions, and the actual densities developed may be at some density less than the densities assumed in the Assessment Report; and

WHEREAS, as more fully described by the Assessment Resolutions, the Assessment Report anticipates a "true-up" mechanism by which the Landowner shall make certain payments to the District in order to satisfy, in whole or in part, the assessments allocated and the liens imposed pursuant to the Assessment Resolutions, with the amount of such payments being determined generally by a calculation of the principal amount of assessments to be assigned under the Assessment Report as compared to the amount able to be assigned as a result of actual platting.

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

2. **VALIDITY OF ASSESSMENTS.** Landowner agrees that the Assessment Resolutions have been duly adopted by the District. Landowner further agrees that the Debt Assessments imposed as liens by the District are legal, valid, and binding liens on the land against which assessed until paid, coequal with the liens of all state, county, district, and municipal taxes, and superior in dignity to all other state liens, titles, and claims. Landowner waives any defect in notice or publication or in the proceedings to levy, impose, and collect the Debt Assessments on the lands within the District, and further waives and relinquishes any rights it may have to challenge, object to or otherwise fail to pay such Debt Assessments. Landowner further agrees that to the extent Landowner fails to timely pay all Debt Assessments collected

by mailed notice of the District, said unpaid Debt Assessments (including True-Up Payments) may be placed on the tax roll by the District for collection by the County Tax Collector pursuant to Section 197.3632, *Florida Statutes*, in any subsequent year.

3. **WAIVER OF PREPAYMENT RIGHT.** Landowner waives any rights it may have under Section 170.09, *Florida Statutes*, to prepay the Debt Assessments without interest within thirty (30) days of completion of the improvements.

4. **SPECIAL ASSESSMENT REALLOCATION; TRUE-UP PAYMENTS.** The Assessment Report identifies the amount of equivalent assessment units (and/or product types and unit counts) planned for the Property. At such time as lands are to be platted (or re-platted) or site plans are to be approved (or re-approved), and subject to the conditions set forth in the Assessment Report, the plat or site plan (either, herein, "**Proposed Plat**") shall be presented to the District for review pursuant to the terms herein. Such review shall be limited solely to the function and the enforcement of the District's assessment liens and/or this Agreement. If such Proposed Plat is consistent with the development plan as identified in the Assessment Report, the District shall allocate the Debt Assessments to the product types being platted and the remaining property in accordance with the Assessment Report, and cause the Debt Assessments to be recorded in the District's Improvement Lien Book. If a change in development shows a net increase in the overall principal amount of Debt Assessments able to be assigned to the Property, then the District may undertake a pro rata reduction of Debt Assessments for all assessed properties within the Property, or may otherwise address such net increase as permitted by law.

However, if a change in development as reflected in a Proposed Plat results in a net decrease in the overall principal amount of Debt Assessments able to be assigned to the planned units described in the Assessment Report, and located within the Property, and using any applicable test(s) set forth in the Assessment Report (if any), then the District shall require the Landowner(s) of the lands encompassed by the Proposed Plat and the remaining undeveloped lands (as applicable) to pay a "**True-Up Payment**" equal to the shortfall in Debt Assessments resulting from the reduction of planned units plus any applicable interest and/or collection fees. Any True-Up Payment shall become immediately due and payable prior to platting or re-platting by the Landowner of the lands subject to the Proposed Plat, shall be separate from and not in lieu of 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 2024 Bonds 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 indenture for the 2024 Bonds)).

All Debt Assessments levied run with the land, and such assessment liens include any True-Up Payments. The District will not release any liens on property for which True-Up Payments are due, until payment has been satisfactorily made. Further, upon the District's review of the final plat for the developable acres, any unallocated Debt Assessments in the form of the herein described True-Up Payments shall become immediately due and payable. This true-up process applies for both plats and/or re-plats.

5. **ENFORCEMENT.** This Agreement is intended to be an additional method of enforcement of Landowner's obligations to pay the portion of the Debt Assessments which constitutes the True-Up Payment and to abide by the requirements of the reallocation of Debt Assessments, including the making of the True-Up Payment, as set forth in the Assessment Resolutions. A default by either party under this

Agreement shall entitle any other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief, and specific performance. Prior to commencing any action for a default hereunder, the party seeking to commence such action shall first provide notice to the defaulting party of the default and an opportunity to cure such default within 30 days.

6. **ASSIGNMENT.** This Agreement shall constitute a covenant running with title to the Property, binding upon Landowner and its successors and assigns as to the Property or portions thereof, and any transferee of any portion of the Property as set forth in this Section. Landowner shall not transfer any portion of the Property to any third party, without first satisfying any True-Up Payment that results from any true-up determinations made by the District. Regardless of whether the conditions of this subsection are met, any transferee shall take title subject to the terms of this Agreement, but only to the extent this Agreement applies to the portion of the Property so transferred. As a point of clarification, and provided that any True-Up Payment is first made (which may be confirmed from an estoppel letter issued by the District through its District Manager), any platted lot conveyed to an end user with a home that has received a certificate of occupancy is automatically and forever released from the terms and conditions of this Agreement. Also provided that any True-Up Payment is first made (which may be confirmed from an estoppel letter issued by the District through its District Manager), any platted lot that is restricted from re-platting and is conveyed to a homebuilder is automatically and forever released from the terms and conditions of this Agreement.

7. **ATTORNEYS' FEES AND COSTS.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

8. **AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Landowner, but only after satisfaction of the conditions set forth in Section 12.

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

10. **NOTICE.** All notices, requests, consents, and other communications hereunder ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or telecopied or hand delivered to the parties, at the addresses first set forth above. Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. If mailed as provided above, Notices shall be deemed delivered on the third business day unless actually received earlier. Notices hand delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notice on behalf of the parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name, address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein. Notwithstanding the

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

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

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

Notwithstanding the foregoing, the Trustee, acting at the direction of the Majority Owners of the 2024 Bonds, shall have the right to directly enforce the provisions of this Agreement. The Trustee shall not be deemed to have assumed any obligations under this Agreement. This Agreement may not be materially amended, without the written consent of the Trustee, acting at the direction of the Majority Owners of the 2024 Bonds, which consent shall not be unreasonably withheld.

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

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

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

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

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

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

[THIS SPACE INTENTIONALLY LEFT BLANK]

WHEREFORE, the parties below execute the *True-Up Agreement (2024 Bonds)* to be effective as of the date of closing on the Bonds.

WITNESS

By: ________________________________
Name: ______________________________
Address: ____________________________
____

By: ________________________________
Name: ______________________________
Address: ____________________________
____

SOLAERIS
COMMUNITY DEVELOPMENT DISTRICT

____
Name: _______________________________
Title: ________________________________

STATE OF FLORIDA
COUNTY OF _____________

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ day of __________, 2024, by _________________________, as _________________ 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 FLORIDA

(NOTARY SEAL)

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

[SIGNATURE PAGE FOR TRUE-UP AGREEMENT]

WITNESSES:

____
By: ______________________________
Address:___________________________
____

____
By: ______________________________
Address:___________________________
____

OAK RIDGE RESI INVESTMENTS, LLC

____
By: ______________________________
Its: ______________________________

STATE OF _______________
COUNTY OF _____________

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ day of __________, 2024, by _________________________, as ___________________________ of OAK RIDGE RESI INVESTMENTS, LLC, who appeared before me this day in person, and who is either personally known to me, or produced ______________________ as identification.

____
NOTARY PUBLIC, STATE OF _____________

(NOTARY SEAL)

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

[SIGNATURE PAGE FOR TRUE-UP AGREEMENT]

WITNESSES:

____
By: ______________________________
Address:__________________________
____

____
By: ______________________________
Address:__________________________
____

OAK RIDGE COMMERCIAL, LLC

____
By: ______________________________
Its: ______________________________

STATE OF _______________
COUNTY OF _____________

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of __________, 2024, by _________________________, as ___________________________ of OAK RIDGE COMMERCIAL, LLC, who appeared before me this day in person, and who is either personally known to me, or produced ______________________ as identification.

____
NOTARY PUBLIC, STATE OF _____________

(NOTARY SEAL)

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

EXHIBIT A: Legal Description of Property

SOLAERIS

COMMUNITY DEVELOPMENT DISTRICT

STAFF REPORTS

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 14, 2024	**Regular Meeting**	**11:15 AM**
March 21, 2024 *rescheduled to March 14, 2024*	**Regular Meeting**	**11:15 AM**
April 4, 2024	**Special 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**