

SOLAERIS

**COMMUNITY DEVELOPMENT
DISTRICT**

January 16, 2025

BOARD OF SUPERVISORS

REGULAR

MEETING AGENDA

SOLAERIS
COMMUNITY DEVELOPMENT DISTRICT

AGENDA
LETTER

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

January 9, 2025

Board of Supervisors
Solaeris Community Development District

Dear Board Members:

The Board of Supervisors of the Solaeris Community Development District will hold a Regular Meeting on January 16, 2025 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. Administration of Oath of Office to Appointed Supervisor, Tim Smith [Seat 1] *(the following will be provided in a separate package)*
 - A. Updates and Reminders: Ethics Training for Special District Supervisors and Form 1
 - B. Membership, Obligations and Responsibilities
 - C. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
 - D. Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local Public Officers
4. Acceptance of Resignation of Michael Caputo [Seat 2]
5. Consider Appointment of Josh Long to Fill Unexpired Term of Seat 2; *Term Expires November 2028*
 - Administration of Oath of Office to Josh Long
6. Acceptance of Resignation of Justin Frye [Seat 3]
7. Consider Appointment of Luis Carcamo to Fill Unexpired Term of Seat 3; *Term Expires November 2026*
 - Administration of Oath of Office to Luis Carcamo

ATTENDEES:

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

8. Consideration of Resolution 2025-01, Electing and Removing Officers of the District and Providing for an Effective Date
9. Consideration of Resolution 2025-02, Declaring the District's Intent to Accept Responsibility for the Perpetual Operation, Maintenance, and Funding of the Stormwater Management System and Conservation Areas
 - A. Letter to South Florida Water Management District Regarding Acceptance of Stormwater System
10. Consideration of Resolution 2025-03, Designating a Date, Time and Location of a Public Hearing Regarding the District's Intent to Use the Uniform Method for the Levy, Collection, and Enforcement of Non-Ad Valorem Special Assessments as Authorized by Section 197.3632, Florida Statutes; Authorizing the Publication of the Notice of Such Hearing; and Providing an Effective Date [Boundary Amendment]
11. Presentation of Master Engineer's Report
12. Presentation of Amended and Restated Master Special Assessment Methodology Report
13. Consideration of Resolution 2025-04, 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 [Expansion Boundary]
14. Authorization of RFQ for Engineering Services
15. Ratification Items
 - A. Resolution No 2024-222, Authorizing an Exchange of Drainage Easements between St. Lucie County, Florida and Oak Ridge Resi Investments, LLC (A Private Owner) of Property Located in St. Lucie County, Florida; Authorizing the Chair of the County Commission to Execute a Release of the Existing Drainage Easement and Acceptance of the New Drainage Easement and Other Instruments to Effectuate Said Exchange; Providing for Severability; and Providing for an Effective Date
 - I. Release of Abandoned Easements (Recorded)

II. Drainage Maintenance Easement (Recorded)

16. Acceptance of Unaudited Financial Statements as of November 30, 2024
17. Approval of August 15, 2024 Public Hearing, Regular Meeting and Audit Committee Meeting Minutes
18. Staff Reports
 - A. District Counsel: *Kutak Rock LLP*
 - B. District Engineer: *Thomas Engineering Group, LLC*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*

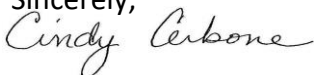
- NEXT MEETING DATE: February 20, 2025 at 11:15 AM

○ QUORUM CHECK

SEAT 1	TIM SMITH	☐	IN PERSON	☐	PHONE	☐	NO
SEAT 2	JOSH LONG	☐	IN PERSON	☐	PHONE	☐	NO
SEAT 3	LUIS CARCAMO	☐	IN PERSON	☐	PHONE	☐	NO
SEAT 4	JON SEIFEL	☐	IN PERSON	☐	PHONE	☐	NO
SEAT 5	WILLIAM FIFE	☐	IN PERSON	☐	PHONE	☐	NO

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

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

Sincerely,

Cindy Cerbone
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

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

PARTICIPANT PASSCODE: 867 327 4756

SOLAERIS

COMMUNITY DEVELOPMENT DISTRICT

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Resignation

I, Michael Caputo hereby resign from the Solaeris
Community Development District effective 01/15/2025.



Michael Caputo
Chairman
Solaeris CDD
1/15/25 4:04:17 PM

Michael Caputo

SOLAERIS

COMMUNITY DEVELOPMENT DISTRICT

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Justin K. Frye
1551 N. Flagler Drive
Unit No. 1414
West Palm Beach, FL 33401
410.980.7092

January 7, 2025

Kolter Land Partners
Jeremy Camp
14025 Riveredge Dr #175
Tampa, Florida 33637

Dear Jeremy,

Please consider this letter my resignation from my position as Senior Land Development Manager for Koler Land, effective two weeks from today's date. Please also consider this letter a resignation from any Community Development District, Home Owner's Association or related Boards.

While it has been a great experience working with Kolter, I have decided to accept another offer. Therefore, my last day will be January 21st. I am happy to offer my assistance in any way possible to make a smooth transition.

Sincerely,



Justin K. Frye

SOLAERIS

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2025-01

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SOLAERIS
COMMUNITY DEVELOPMENT DISTRICT ELECTING AND
REMOVING OFFICERS OF THE DISTRICT 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’s Board of Supervisors desires to elect and remove certain Officers of the District.

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

SECTION 1. The following is/are elected as Officer(s) of the District effective January 16, 2025:

_____ is elected Chair
_____ is elected Vice Chair
_____ is elected Assistant Secretary
_____ is elected Assistant Secretary
_____ is elected Assistant Secretary

SECTION 2. The following Officer(s) shall be removed as Officer(s) as of January 16, 2025:

<u>Scott Morton</u>	<u>Assistant Secretary</u>
<u>Michael Caputo</u>	<u>Assistant Secretary</u>
<u>Justin Frye</u>	<u>Assistant Secretary</u>

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

Craig Wrathell is Secretary

Cindy Cerbone is Assistant Secretary

Andrew Kantarzhi is Assistant Secretary

Craig Wrathell is Treasurer

Jeff Pinder is Assistant Treasurer

PASSED AND ADOPTED this 16th day of January, 2025.

ATTEST:

SOLAERIS COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

SOLAERIS

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2025-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SOLAERIS COMMUNITY DEVELOPMENT DISTRICT DECLARING THE DISTRICT'S INTENT TO ACCEPT RESPONSIBILITY FOR THE PERPETUAL OPERATION, MAINTENANCE, AND FUNDING OF THE STORMWATER MANAGEMENT SYSTEM AND CONSERVATION AREAS.

WHEREAS, the Solaeris Community Development District ("**District**") is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* and for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

WHEREAS, the District is a perpetual, government entity that operates in the public interest, is governed by the public records laws, open government laws, and code of ethics of the State of Florida; and

WHEREAS, the District is authorized to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain systems, facilities, and basic infrastructures for storm water management and conservation improvements, and any related interest in real or personal property, pursuant to its establishing ordinance and Section 190.012(1)(f), *Florida Statutes*; and

WHEREAS, the District's operations and maintenance special assessments are a reliable source of funding which are enforced in the same manner as county taxes, and constitute a lien on the property against which assessed from the date of imposition thereof until paid, coequal with the lien of state, county, municipal, and school board taxes, pursuant to Section 190.021, *Florida Statutes*; and

WHEREAS, the South Florida Water Management District has issued a permit for the construction and operation of the water management system at Solaeris; and

WHEREAS, as part of the District's capital improvement plan, the District intends to finance, construct, acquire, operate and maintain the Improvements and conservation areas (and related signage and other appurtenant improvements) within Solaeris (including but not limited to those identified in SFWMD Application No. 240515-43835, together, "**Improvements**"), and desires to be added to any applicable approvals and/or permits as a "Co-Applicant" such that, upon transfer of the project from the construction to operation phase, the District can assume operation and maintenance responsibility for the Improvements; and

WHEREAS, accordingly, and to help facilitate the above-referenced approval and permitting processes, the District desires now to declare its intention to serve as the operation and maintenance entity for the Improvements, in accordance with the plan ("**Plan**") attached hereto as **Exhibit "A;"** and

WHEREAS, the District is authorized to perpetually operate and maintain mitigation areas within its boundaries, desires to perpetually operate and maintain Improvements in accordance with the Plan, and levy annual assessments for the purpose of operating and maintaining the Improvements and to ensure funds will be available if needed for corrective action; and

WHEREAS, upon transfer of the Improvements to the operation phase, the District desires to accept responsibility as the perpetual maintenance entity responsible for operating, maintaining and

funding the Improvements in accordance with all applicable regulations.

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

1. **RECITALS.** The foregoing statement of background and purpose is hereby adopted as part of this Resolution for all purposes.

2. **PERPETUAL OPERATION, MAINTENANCE AND FUNDING OBLIGATION.** The District acknowledges and agrees that, upon transfer of the Improvements from the construction to operation phase, the District will perpetually operate, maintain and fund the Improvements as described in the Plan. The District agrees to fund such operational and maintenance activities through the annual levy of maintenance special assessments as authorized under Section 190.021(3), *Florida Statutes*.

3. **ANNUAL LEVY OF MAINTENANCE SPECIAL ASSESSMENTS.** Upon transfer of Improvements to the operation phase, the District, as a part of its annual operations and maintenance budget, will levy maintenance special assessments for the perpetual operation and maintenance of the Improvements in amounts necessary to comply with the Plan. These funds may not be used for any purpose other than providing funding for the Improvements in accordance with the Plan.

4. **EFFECTIVE DATE.** This Resolution shall take immediate effect upon its adoption.

APPROVED and **ADOPTED** this 16th day of January, 2025.

ATTEST:

**SOLAERIS COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EXHIBIT A

MAINTENANCE PLAN FOR IMPROVEMENTS

The Improvements include the District's stormwater improvements, conservation areas, and any related appurtenances (e.g., signage, etc.).

Weekly:

- Common mowing of the pond banks on a weekly basis (or every other week from March 1 through November 1), and weeding, edging and tree trimming will be done on an as needed basis.

Monthly:

- Conduct any monitoring and maintenance of any ponds and stormwater improvements to ensure that the District is in compliance with applicable laws, permits, easements, and other requirements.

Quarterly:

- Conduct any monitoring and maintenance of conservation areas to ensure that the District is in compliance with applicable laws, permits, easements, and other requirements.
- Conduct vegetative maintenance of planted lake littoral zones to ensure that the District is in compliance with the approved lake area management plan.

Yearly:

- Visual inspection of stormwater facilities and repair as needed.
- Visual inspection of landscaping and other improvements to ensure that no dangerous conditions exist.

SOLAERIS
COMMUNITY DEVELOPMENT DISTRICT

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SOLAERIS COMMUNITY DEVELOPMENT DISTRICT

c/o Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

_____, 2025

South Florida Water Management District

To Whom It May Concern:

The Solaeris Community Development District ("**District**") is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District. The District is authorized to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain systems, facilities, and basic infrastructures for stormwater management improvements, and any related interest in real or personal property, pursuant to its establishing ordinance and Section 190.012(1)(f), *Florida Statutes*. As part of the District's capital improvement plan, the District intends to finance, construct, acquire, operate and maintain the stormwater system and conservation areas within the Solaeris development, including but not limited to those improvements identified in SFWMD Application No. 240515-43835 ("**Stormwater System**"). The District acknowledges and agrees that, upon transfer of the Stormwater System from the construction to operation phase, the District will perpetually operate, maintain and fund the Stormwater System. The District agrees to fund such operational and maintenance activities through the annual levy of maintenance special assessments as authorized under Section 190.021(3), *Florida Statutes*. If you have any questions regarding the District or the District's intent to operate, maintain and fund the Stormwater System, please do not hesitate to contact me.

Sincerely,

Andrew Kantarzhia
District Manager

SOLAERIS
COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2025-03

[UNIFORM METHOD SETTING RESOLUTION - EXPANSION PARCEL]

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

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

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

WHEREAS, effective May 13, 2024, the boundaries of the District were amended by Ordinance No. 24-015 of St. Lucie County, Florida, to include additional lands within the boundaries of the District ("**Expansion Parcel**"); and

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

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

1. **PUBLIC HEARING.** A Public Hearing will be held on the District's intent to adopt the Uniform Method for those lands located within the Expansion Parcel on _____, 2025, at _____ .m., at _____.
2. **PUBLICATION.** The District Secretary is directed to publish notice of the hearing in accordance with Section 197.3632, *Florida Statutes*.
3. **EFFECTIVE DATE.** This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 16th day of January, 2025.

ATTEST:

**SOLAERIS COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair Board of Supervisors

SOLAERIS

COMMUNITY DEVELOPMENT DISTRICT

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Thomas Engineering Group
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
DN: c=US, o=thomas engineering group llc,
dnQualifier=A01410D0000018B3869BB6300019BB9, cn=Brandon
Ulmer
Date: 2024.03.06 17:10:01 -05'00'

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

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

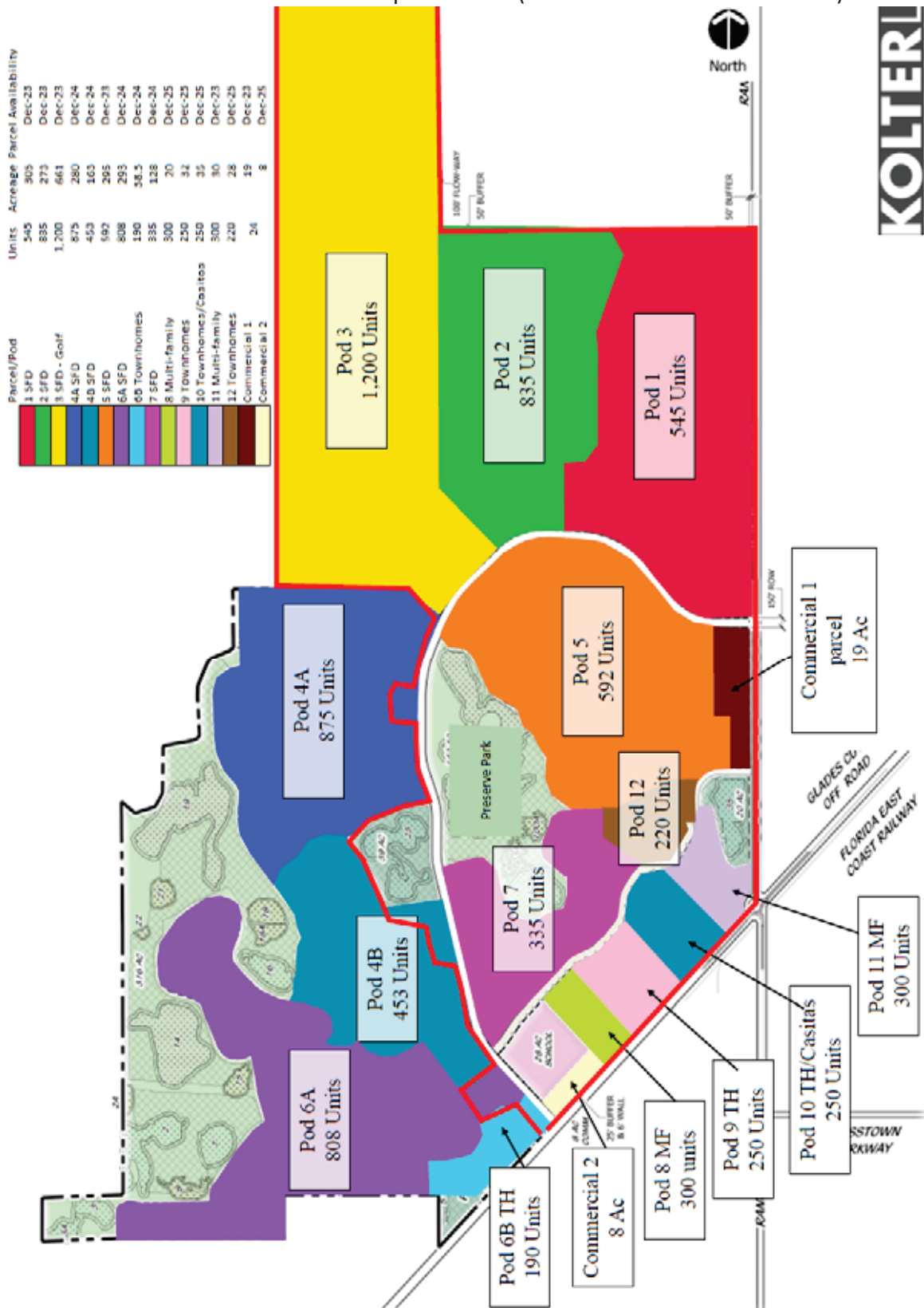


Exhibit B – Solaeris Cost Estimate

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	

- The probable costs estimated herein do not include anticipated carrying cost, interest reserves or other anticipated CDD expenditures that may be incurred.
- 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.
- 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.
- The District will pay the lesser of the developer's cost basis in the property or the appraised value of such property.
- Cost estimates include costs for improvements necessary for existing District and boundary amendment parcels.

SOLAERIS

COMMUNITY DEVELOPMENT DISTRICT

12

SOLAERIS COMMUNITY DEVELOPMENT DISTRICT

Amended and Restated Master Special Assessment Methodology Report

January 16, 2025



Provided by:

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1.0 Introduction

1.1 Purpose

This Master Special Assessment Methodology Report (the "Amended 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 Amended Report

This Amended 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 Amended 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 Amended 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 Amended Report includes the additional 2,400 additional Single-Family residential units as part of the overall project mix.

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 Amended 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 Amended 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 along with financing assumptions*.

Please note that the structure of the Bonds as presented in this Amended 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. As the intended expansion of the District's boundaries is imminent, the remaining bonded debt in the amount of \$225,731,436.70 will be preliminarily levied on the 1,060.464 +/- gross acres of the Expansion Parcel at a rate of \$212,860.21 per acre.

As the land is platted, the Bond Assessments will be allocated to each platted parcel on a first platted-first assigned basis based on the planned use for that platted parcel as reflected in Table 5 in the *Appendix*. Such allocation of Bond Assessments to platted parcels will reduce the amount of Bond Assessments levied on unplatted gross acres within the District.

Please note that currently the Commercial acreage has yet to be determined and as such will not be initially allocated Bond Assessments. All Bond Assessments will initially be allocated to the Single-Family residential units, Townhomes, and Multifamily units until the Commercial acreage is defined at a later time. Once defined, the Commercial acreage will be assigned Bond Assessments according to 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 Amended 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 Amended 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, may allocate additional ERUs/densities for a future bond financing, 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. As the intended expansion of the District’s boundaries is imminent, the Bond Assessments of \$225,731,436.70 are proposed to be levied over the area described in Exhibit “B”.

5.8 Additional Items Regarding Bond Assessment Imposition and Allocation

Master Lien – This Amended 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 Amended 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 Amended 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 Amended 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 Amended 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 Amended 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	7,030.00
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 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 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 4946.78 FEET TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF GLADES CUT OFF ROAD (SR 709) AS DESCRIBED IN OFFICIAL RECORD BOOK 587, PAGE 1117 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE SOUTH 44°46'11" WEST ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 5136.76 FEET; THENCE NORTH 30°26'13" WEST, A DISTANCE OF 517.41 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 235.78 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 82°53'13", A DISTANCE OF 341.09 FEET TO A POINT OF TANGENCY; THENCE SOUTH 60°00'20" WEST, A DISTANCE OF 129.73 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1517.25 FEET AND A CHORD BEARING OF SOUTH 49°37'38" WEST; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09°15'46", A DISTANCE OF 245.29 FEET TO A POINT OF TANGENCY; THENCE SOUTH 44°21'58" WEST, A DISTANCE OF 85.47 FEET; THENCE NORTH 45°55'46" WEST, A DISTANCE OF 475.69 FEET; THENCE NORTH 43°39'21" EAST, A DISTANCE 828.93 FEET; THENCE NORTH 45°17'15" WEST, A DISTANCE OF 75.74 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1275.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 30°53'26", A DISTANCE OF 687.40 FEET TO A POINT OF TANGENCY; THENCE NORTH 14°23'50" WEST, A DISTANCE OF 517.44 FEET; THENCE NORTH 68°02'49" WEST, A DISTANCE OF 448.84 FEET; THENCE NORTH 07°14'38" WEST, A DISTANCE OF 51.74 FEET TO 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 BOOK
N/A
JOB NUMBER
A 15-015.F
SHEET:
1 OF 7

DRAWN BY:
T. C. MULLIN
APPROVED BY:
G. P. WILLIAMS
DATE:
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
2257 VISTA PARKWAY, SUITE 4
WEST PALM BEACH, FLORIDA 33411
PHONE (561) 478-7178 FAX (561) 478-7922

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 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: 2 OF 7	DATE: 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.

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

FIELD BK/PG
N/A
JOB NUMBER
A 15-015.F
SHEET:
3 OF 7

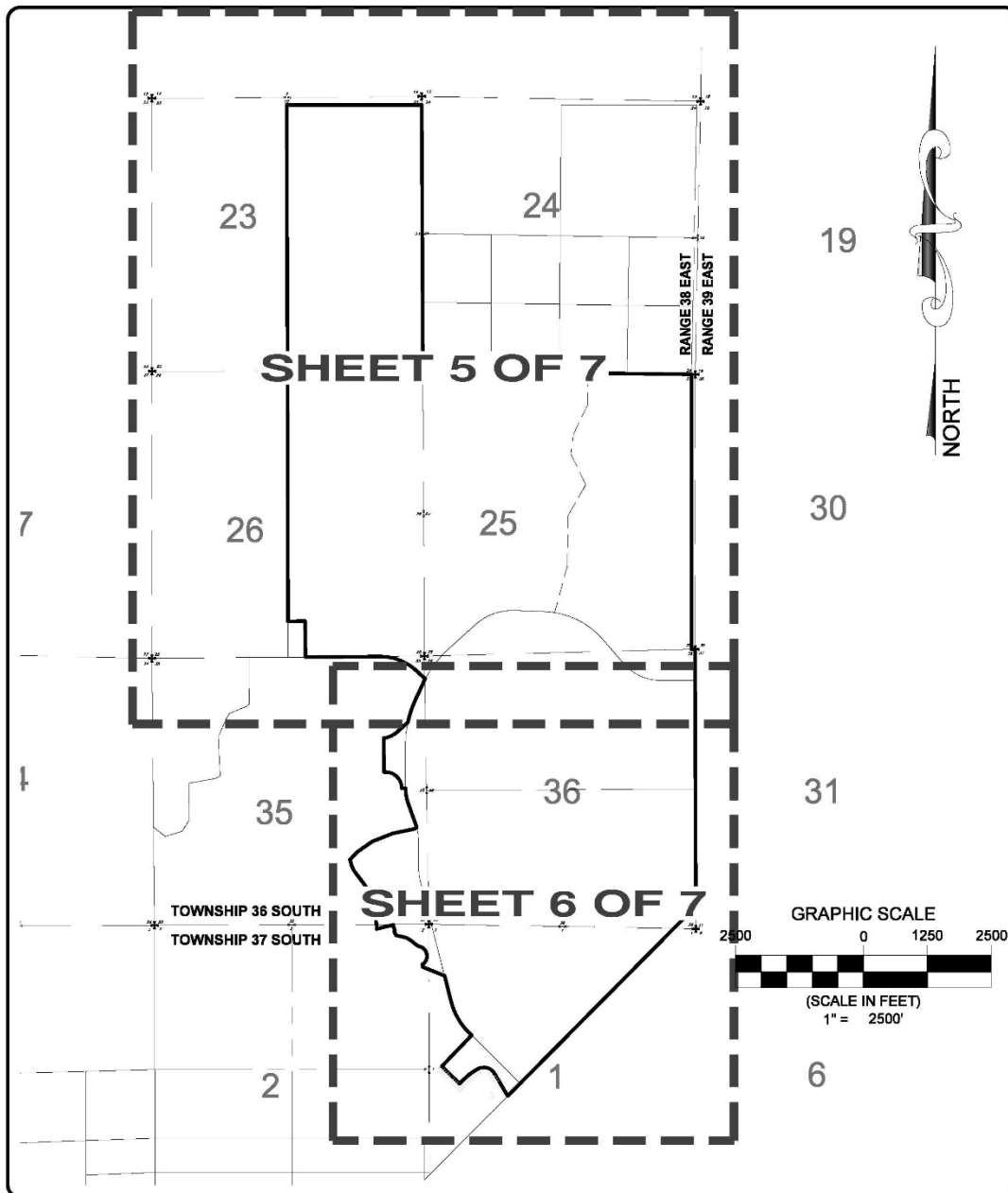
DRAWN BY:
T. C. MULLIN
APPROVED BY:
G. P. WILLIAMS
DATE:
05/23/2022

BY:	DATE:	REVISIONS

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

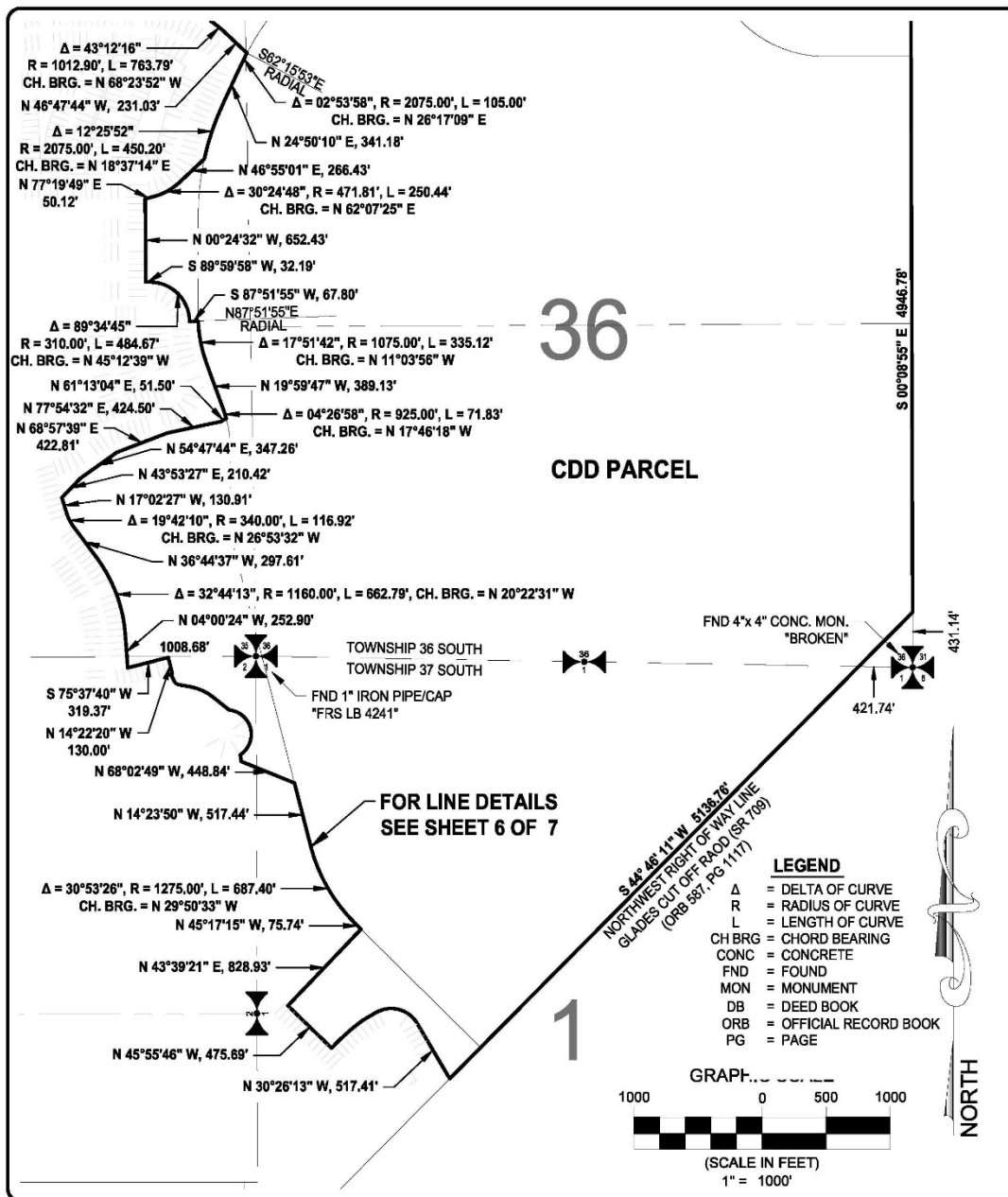


F.R.S. & ASSOCIATES, INC.
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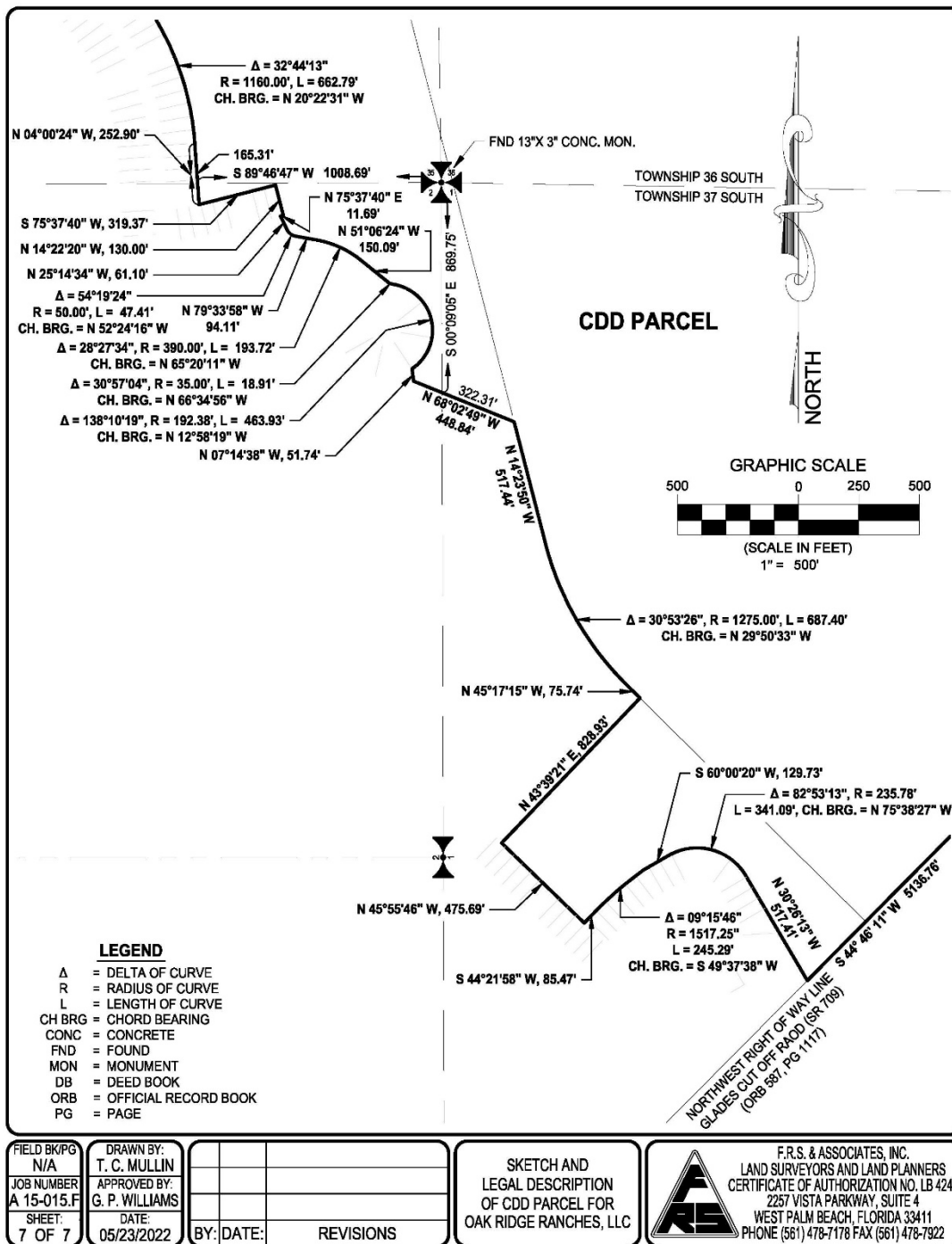


FIELD BK/PG N/A	DRAWN BY: T. C. MULLIN	<table border="1"> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </table>									SKETCH AND LEGAL DESCRIPTION OF CDD PARCEL FOR OAK RIDGE RANCHES, LLC	 F.R.S. & ASSOCIATES, INC. LAND SURVEYORS 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: 4 OF 7	DATE: 05/23/2022											
BY:	DATE:	REVISIONS										

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



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

EXHIBIT “B”

Bond Assessments in the estimated amount of \$225,731,436.70 are proposed to be levied uniformly over the area described below:

LEGAL DESCRIPTION

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

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

FIELD BK/PG N/A	DRAWN BY: T. C. MULLIN		
JOB NUMBER A 15-015.F	APPROVED BY: G. P. WILLIAMS		
SHEET: 1 OF 7	DATE: 01/28/23	gpw/12/6/23	ADDED 5 ACRES SEC 26
	BY: DATE:		REVISIONS

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



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

LEGAL DESCRIPTION CONTINUED

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

FIELD BK/PG
N/A
JOB NUMBER
A 15-015.F
SHEET:
2 OF 7

DRAWN BY:
T. C. MULLIN
APPROVED BY:
G. P. WILLIAMS
DATE:
01/28/23

gpw	12/6/23	ADDED 5 ACRES SEC 26
BY:	DATE:	REVISIONS

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



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

LEGAL DESCRIPTION CONTINUED

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

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

SURVEYOR'S NOTES

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

LAND SURVEYOR'S STATEMENT

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

F.R.S. AND ASSOCIATES, INC.

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

THIS IS NOT A BOUNDARY SURVEY

FIELD BK/PG
N/A
JOB NUMBER
A 15-015.F
SHEET:
3 OF 7

DRAWN BY:
T. C. MULLIN
APPROVED BY:
G. P. WILLIAMS
DATE:
01/28/23

gpw	12/6/23	ADDED 5 ACRES SEC 26
BY:	DATE:	REVISIONS

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



F.R.S. & ASSOCIATES, INC.
LAND SURVEYORS AND LAND PLANNERS
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SOLAERIS
COMMUNITY DEVELOPMENT DISTRICT

13

RESOLUTION 2025-04

[DECLARING RESOLUTION – EXPANSION BOUNDARY]¹

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 March 14, 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 *Amended and Restated Master Special Assessment Methodology Report*, dated January 16, 2025, 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,

¹ Pursuant to County Ordinance 24-015, which was effective May 13, 2024, the District’s boundaries were amended to add additional lands (“**Expansion Parcel**”) to the District’s boundaries. This Resolution supplements Resolutions 2024-08 and 2024-12, which levied debt assessments on the original lands within the District, and in order to levy debt assessments onto the Expansion Parcel.

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 **\$162,620,395** (“Estimated Cost”).

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

C. The manner in which the Assessments shall be apportioned and paid is set forth in **Exhibit B**, as may be modified by supplemental assessment resolutions. The Assessments will constitute a “master” lien, which may be imposed without further public hearing in one or more separate liens each securing a series of bonds, and each as determined by supplemental assessment resolution. With respect to each lien securing a series of bonds, the special assessments shall be paid in not more than (30) thirty yearly installments. The special assessments may be payable at the same time and in the same manner as are ad-valorem taxes and collected pursuant to Chapter 197, *Florida Statutes*; provided, however, that in the event the uniform non ad-valorem assessment method of collecting the Assessments is not available to the District in any year, or if determined by the District to be in its best interest, the Assessments may be collected as is otherwise permitted by law, including but not limited to by direct bill. The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

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

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

inspection by the public.

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

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

NOTICE OF PUBLIC HEARINGS

DATE:	
TIME:	
LOCATION:	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. This Resolution supplements Resolutions 2024-08 and 2024-12, which levied debt assessments on the original lands within the District prior to the boundary amendment.

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.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED this 16th day of January, 2025.

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: *Amended and Restated Master Special Assessment Methodology Report, dated January
16, 2025*

SOLAERIS

COMMUNITY DEVELOPMENT DISTRICT

14

**REQUEST FOR QUALIFICATIONS FOR ENGINEERING SERVICES
FOR THE SOLAERIS COMMUNITY DEVELOPMENT DISTRICT**

RFQ for Engineering Services

The Solaeris Community Development District ("**District**"), located in St. Lucie County, Florida, announces that professional engineering services will be required on a continuing basis for the District's stormwater systems, and other public improvements authorized by Chapter 190, *Florida Statutes*. The engineering firm selected will act in the general capacity of District Engineer and will provide District engineering services, as required.

Any firm or individual ("**Applicant**") desiring to provide professional services to the District must: 1) hold applicable federal, state and local licenses; 2) be authorized to do business in Florida in accordance with Florida law; and 3) furnish a statement ("**Qualification Statement**") of its qualifications and past experience on U.S. General Service Administration's "Architect-Engineer Qualifications, Standard Form No. 330," with pertinent supporting data. Among other things, Applicants must submit information relating to: a) the ability and adequacy of the Applicant's professional personnel; b) whether the Applicant is a certified minority business enterprise; c) the Applicant's willingness to meet time and budget requirements; d) the Applicant's past experience and performance, including but not limited to past experience as a District Engineer for any community development districts and past experience in St. Lucie County, Florida; e) the geographic location of the Applicant's headquarters and offices; f) the current and projected workloads of the Applicant; and g) the volume of work previously awarded to the Applicant by the District. Further, each Applicant must identify the specific individual affiliated with the Applicant who would be handling District meetings, construction services, and other engineering tasks.

The District will review all Applicants and will comply with Florida law, including the Consultant's Competitive Negotiations Act, Chapter 287, *Florida Statutes* ("**CCNA**"). All Applicants interested must submit 1 (one) electronic copy and 1 (one) hardcopy of Standard Form No. 330 and the Qualification Statement by 12:00 p.m., on _____, 2025 by email to gillyardd@whhassociates.com ("**District Manager's Office**").

The Board shall select and rank the Applicants using the requirements set forth in the CCNA and the evaluation criteria on file with the District Manager, and the highest ranked Applicant will be requested to enter into contract negotiations. If an agreement cannot be reached between the District and the highest ranked Applicant, negotiations will cease and begin with the next highest ranked Applicant, and if these negotiations are unsuccessful, will continue to the third highest ranked Applicant.

The District reserves the right to reject any and all Qualification Statements. Additionally, there is no express or implied obligation for the District to reimburse Applicants for any expenses associated with the preparation and submittal of the Qualification Statements in response to this request.

Any protest regarding the terms of this Notice, or the evaluation criteria on file with the District Manager, must be filed in writing, within seventy-two (72) hours (excluding weekends) after the publication of this Notice. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid Notice or evaluation criteria provisions. Any person who files a notice of protest shall provide to the District, simultaneous with the filing of the notice, a protest bond with a responsible surety to be approved by the District and in the amount of Twenty Thousand Dollars (\$20,000.00).

SOLAERIS COMMUNITY DEVELOPMENT DISTRICT

DISTRICT ENGINEER PROPOSALS

COMPETITIVE SELECTION CRITERIA

1) Ability and Adequacy of Professional Personnel (Weight: 25 Points)

Consider the capabilities and experience of key personnel within the firm including certification, training, and education; affiliations and memberships with professional organizations; etc.

2) Consultant's Past Performance (Weight: 25 Points)

Past performance for other Community Development Districts in other contracts; amount of experience on similar projects; character, integrity, reputation, of respondent; etc.

3) Geographic Location (Weight: 20 Points)

Consider the geographic location of the firm's headquarters, offices and personnel in relation to the project.

4) Willingness to Meet Time and Budget Requirements (Weight: 15 Points)

Consider the consultant's ability and desire to meet time and budget requirements including rates, staffing levels and past performance on previous projects; etc.

5) Certified Minority Business Enterprise (Weight: 5 Points)

Consider whether the firm is a Certified Minority Business Enterprise. Award either all eligible points or none.

6) Recent, Current and Projected Workloads (Weight: 5 Points)

Consider the recent, current and projected workloads of the firm.

7) Volume of Work Previously Awarded to Consultant by District (Weight: 5 Points)

Consider the desire to diversify the firms that receive work from the District; etc.

SOLAERIS

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS A

RESOLUTION NO. 2024-222

A RESOLUTION AUTHORIZING AN EXCHANGE OF DRAINAGE EASEMENTS BETWEEN ST. LUCIE COUNTY, FLORIDA AND OAK RIDGE RESI INVESTMENTS, LLC (A PRIVATE OWNER) OF PROPERTY LOCATED IN ST. LUCIE COUNTY, FLORIDA; AUTHORIZING THE CHAIR OF THE COUNTY COMMISSION TO EXECUTE A RELEASE OF THE EXISTING DRAINAGE EASEMENT AND ACCEPTANCE OF THE NEW DRAINAGE EASEMENT AND OTHER INSTRUMENTS TO EFFECTUATE SAID EXCHANGE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Oak Ridge Resi Investments, LLC, a Florida limited liability company ("Oak Ridge") is the owner of properties located in St. Lucie County; and,

WHEREAS, St. Lucie County ("County") is the grantee of an Existing Drainage Easement located on the Oak Ridge property, more particularly described in Part A below ("Existing Drainage Easement"); and,

WHEREAS, the Existing Drainage Easement is not currently providing drainage through the Oak Ridge property; and,

WHEREAS, Oak Ridge has offered to convey a New Drainage Easement to the County described in Part B below ("New Drainage Easement") and has agreed to convey free and clear of all encumbrances, to St. Lucie County in exchange for the County releasing its interest in the Existing Drainage Easement; and,

WHEREAS, the County has agreed to release its interest in Part A by a Release, the form of which is attached as Part C; and,

WHEREAS, Oak Ridge has offered to convey the New Drainage Easement to the County by a Drainage Maintenance Easement, the form of which is attached as Part D; and,

WHEREAS, the County and Oak Ridge wish to exchange the release of the County's interest in the Existing Drainage Easement for the conveyance of the Drainage Maintenance Easement by Oak Ridge to the County; and,

WHEREAS, the Board of County Commissioners of St. Lucie County has determined that an exchange of a release of the County's interest in the Existing Drainage Easement property for the conveyance of a New Drainage Easement by Oak Ridge to the County serves a valid public purpose; and,

**MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT
SAINT LUCIE COUNTY
FILE # 5422955 12/20/2024 10:45:34 AM
OR BOOK 5248 PAGE 2458 - 2480 Doc Type: RESO
RECORDING: \$197.00**

WHEREAS, pursuant to Section 125.37, Florida Statutes, the Board of County Commissioners of St. Lucie County is authorized and empowered to exchange drainage easements as provided herein; and,

WHEREAS, the Board of County Commissioners of St. Lucie County deems the above-described exchange of drainage easement accomplishes a public purpose and is in the best interest of the citizens of St. Lucie County; and,

WHEREAS, the Board caused the above-described exchange of property to be advertised for Public Hearing and the Public Hearing was held on November 12, 2024, pursuant to Section 125.37, Florida Statutes.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of St. Lucie County, Florida;

Section 1: Exchange Authorized

The Board accepts the New Drainage Easement from Oak Ridge as described in Part B the form of which Drainage Easement is set out in Part D. The Board authorizes the release of the Existing Drainage Easement as described in part the form of which Release is set out in Part C.

Section 2: Authority of Board of County Commissioners

The Chair of the Board of County Commissioners for St. Lucie County is hereby authorized to execute any and all Easements, Releases, and/or other instruments necessary to effectuate the exchange authorized by this Resolution.

Section 3: Severability

In the event a Court of competent jurisdiction shall hold or determine that any part of this Resolution is invalid or unconstitutional, the remainder of the Resolution shall not be affected, and it shall be presumed that the St. Lucie County Board of County Commissioners did not intend to enact such invalid or unconstitutional provision. It shall further be assumed that the Board of County Commissioners would have enacted the remainder of this Resolution without said invalid or unconstitutional provision, thereby causing said remainder to remain in full force and effect.

Section 4: Effective Date

This Resolution shall be effective upon adoption by the Board of County Commissioners for St. Lucie County.

After motion and second, the vote on this Resolution was as follows:

Commissioner Cathy Townsend, Chair	AYE
Commissioner Chris Dzadovsky, Vice Chair	AYE
Commissioner Larry Leet	AYE
Commissioner Linda Bartz	AYE
Commissioner Jamie Fowler	AYE

PASSED AND DULY ADOPTED this 12th day of November, 2024.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA**



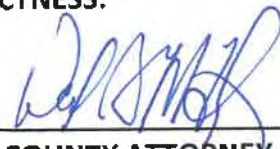
DEPUTY CLERK

By: 

CHAIR



**APPROVED AS TO FORM AND
CORRECTNESS:**



COUNTY ATTORNEY

PART A

LEGAL DESCRIPTION OF DRAINAGE EASEMENT

A STRIP OF LAND 60-FEET IN WIDTH LYING OVER, UNDER, AND ACROSS THE PARCEL OF LAND DESCRIBED IN OFFICIAL RECORD BOOK 4919, PAGE 1118, BEING A PORTION OF SECTION 23, TOWNSHIP 36 SOUTH, RANGE 38 EAST, ST. LUCIE COUNTY FLORIDA, THE CENTERLINE OF SAID EASEMENT IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 23, TOWNSHIP 36 SOUTH, RANGE 38 EAST; THENCE NORTH 89°35'24" EAST ALONG THE NORTH LINE OF SAID SECTION 23 (BASIS OF STATE PLANE GRID BEARING DATUM), A DISTANCE OF 2594.13 FEET TO THE NORTH QUARTER CORNER OF SECTION 23, TOWNSHIP 36 SOUTH, RANGE 38 EAST; THENCE SOUTH 00°08'13" EAST, ALONG THE WEST LINE OF THE EAST HALF (E.1/2) OF SECTION 23, A DISTANCE OF 4575.00 FEET TO THE **POINT OF BEGINNING** OF THE CENTERLINE OF SAID 60.00 FOOT STRIP; THENCE NORTH 89°51'47" EAST, 2572.65 FEET TO A POINT ON A LINE THAT IS 30.00 FEET WEST OF (AS MEASURED AT RIGHT ANGLES) AND PARALLEL WITH THE EAST LINE OF SECTION 23, TOWNSHIP 36 SOUTH, RANGE 38 EAST; THENCE NORTH 00°14'49" WEST PARALLEL WITH EAST LINE OF SAID SECTION 23, A DISTANCE OF 3100.00 FEET TO THE TERMINUS OF SAID 60-FOOT-WIDE STRIP.

THE SIDELINES OF SAID STRIP ARE PRESUMED TO BE PROLONGED OR SHORTENED AS NECESSARY TO FORM A CONTINUOUS PARCEL WITH NO GAPS OR OVERLAPS.

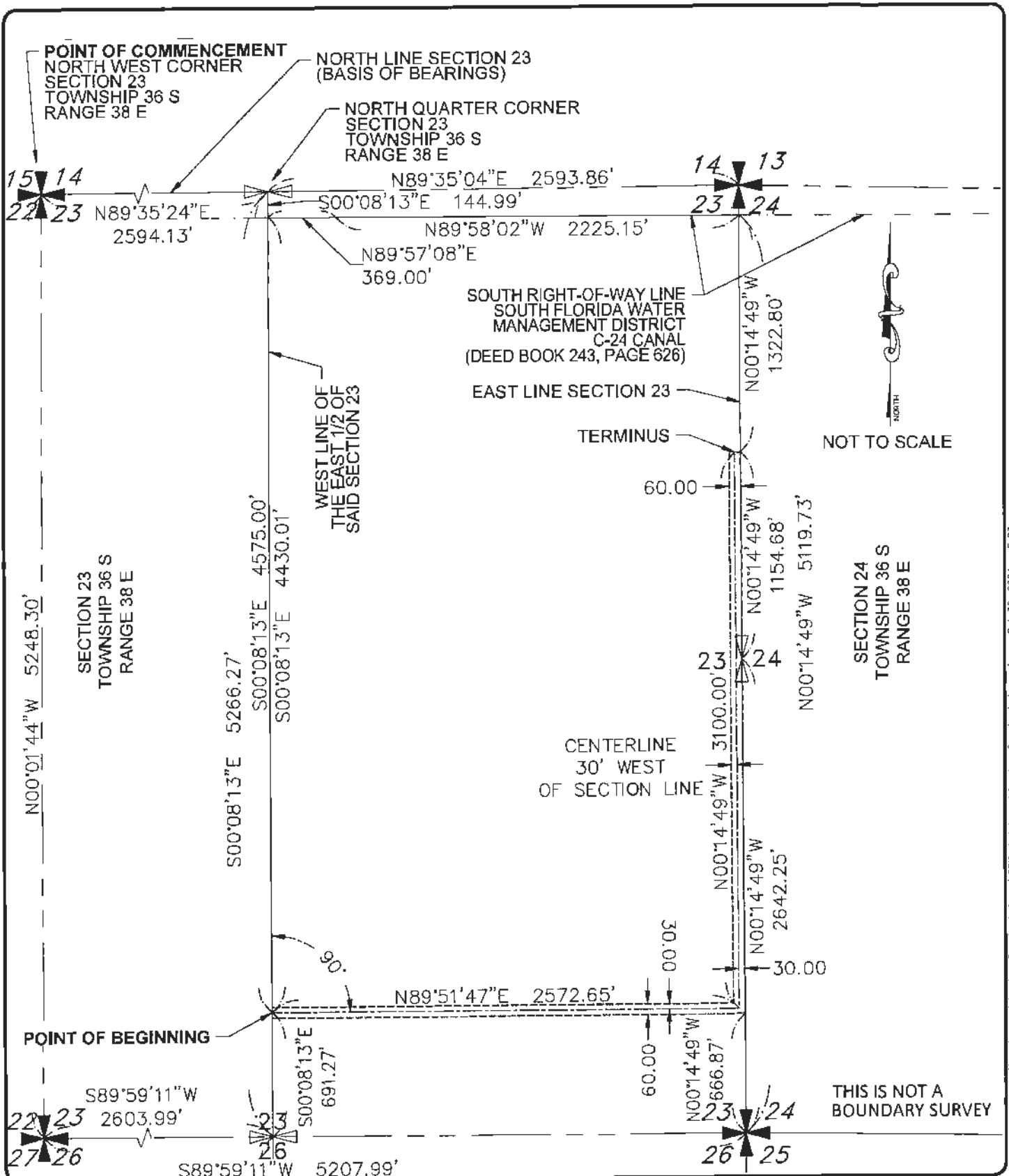
CONTAINING 7.81 ACRES MORE OR LESS.

SCALE N.A.	DRAWN BY: JC SCHABORT		
JOB NUMBER 15-015.FH	APPROVED BY: G. P. WILLIAMS	JCS	10.30.24
SHEET: 1 OF 3	DATE: 10/22/2024	BY	DATE
			REVISIONS PER COUNTY COMMENTS
			REVISIONS

SKETCH & DESCRIPTION
OF 60' WIDE
DRAINAGE EASEMENT
AT OAK RIDGE RANCH FOR
KOLTER LAND PARTNERS



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



SCALE
N.T.S.

JOB NUMBER
15-015.FH

SHEET:
2 OF 3

DRAWN BY:
JC SCHABORT

APPROVED BY:
G. P. WILLIAMS

DATE:
10/22/2024

DATE	REVISIONS
JCS 10.30.24	REVISIONS PER COUNTY COMMENTS
BY	DATE
	REVISIONS

SKETCH & DESCRIPTION
OF 60' WIDE
DRAINAGE EASEMENT
AT OAK RIDGE RANCH FOR
KOLTER LAND PARTNERS

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

SURVEYOR'S NOTES

1. BEARINGS SHOWN HEREON REFER TO NORTH 89°35'24" EAST (STATE PLANE GRID) ALONG THE NORTH LINE OF SECTION 23, TOWNSHIP 36 SOUTH, RANGE 38 EAST, ALL OTHER BEARINGS ARE RELATIVE THERETO.
2. THIS IS NOT A BOUNDARY SURVEY.
3. THE LANDS SHOWN HEREON WERE NOT BASED UPON AN ABSTRACT OF TITLE. NO SEARCH OF THE PUBLIC RECORDS WAS MADE BY THIS FIRM FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD THAT MAY AFFECT THE SUBJECT SITE.
4. BEARINGS AND DISTANCES SHOWN HEREON ARE GRID, NORTH AMERICAN DATUM OF 1983/2011 ADJUSTMENT (NAD 83/11).

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 STANDARDS OF PRACTICE 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.

**Gary P
Williams**

BY: _____

GARY P. WILLIAMS, REGISTERED LAND SURVEYOR
FLORIDA CERTIFICATION No.4817
FOR THE FIRM

Digitally signed by Gary P Williams
DN: c=US, sn=Williams,
givenName=Gary P,
email=gpw4817@gmail.com,
cn=Gary P Williams
Date: 2024.10.30 17:31:59 -04'00'

NOT VALID UNLESS SEALED WITH SURVEYOR'S EMBOSSED SEAL AND SIGNATURE OR DIGITAL FACSIMILE THEREOF.

SCALE N.A.	DRAWN BY: JC SCHABORT			SKETCH & DESCRIPTION OF 60' WIDE DRAINAGE EASEMENT AT OAK RIDGE RANCH FOR KOLTER LAND PARTNERS		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	
JOB NUMBER 15-015.FH	APPROVED BY: G. P. WILLIAMS	JCS	10.30.24				REVISIONS PER COUNTY COMMENTS
SHEET: 3 OF 3	DATE: 10/22/2024	BY	DATE				REVISIONS

T:\Draw\Oak Ridge\15-015-015.FH\Sketch and legal - County drainage.dwg Oct 30, 2024 5:24pm

PART B

LEGAL DESCRIPTION OF DRAINAGE EASEMENT

A STRIP OF LAND 100-FEET IN WIDTH LYING OVER, UNDER, AND ACROSS THE PARCEL OF LAND DESCRIBED IN OFFICIAL RECORD BOOK 4919, PAGE 1118, BEING A PORTION OF SECTION 23, TOWNSHIP 36 SOUTH, RANGE 38 EAST, ST. LUCIE COUNTY FLORIDA; SAID STRIP BEING BOUNDED ON THE NORTH BY THE SOUTH RIGHT-OF-WAY LINE OF THE C-24 CANAL, AND BOUNDED ON THE SOUTH BY THE NORTH LINE OF A 60-FOOT-WIDE DRAINAGE EASEMENT, THE CENTERLINE OF SAID 100 FOOT WIDE STRIP BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 23, TOWNSHIP 36 SOUTH, RANGE 38 EAST; THENCE NORTH 89°35'24" EAST ALONG THE NORTH LINE OF SAID SECTION 23 (BASIS OF STATE PLANE GRID BEARING DATUM), 2594.13 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 23; THENCE SOUTH 00°08'13" EAST ALONG THE WEST LINE OF THE EAST HALF (E.1/2) OF SECTION 23, A DISTANCE OF 144.99 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF THE C-24 CANAL; THENCE NORTH 89°57'08" EAST ALONG SAID RIGHT-OF-WAY LINE, 50.00 FEET TO THE **POINT OF BEGINNING** OF THE CENTERLINE OF SAID 100-FOOT-WIDE STRIP; THENCE SOUTH 00°08'13" EAST ALONG A LINE THAT IS 50.00 FEET EAST OF AND PARALLEL WITH SAID WEST LINE OF THE EAST HALF OF SECTION 23, A DISTANCE OF 4399.94 FEET TO THE NORTH LINE OF SAID 60-FOOT DRAINAGE EASEMENT BEING THE TERMINUS OF SAID 100-FOOT-WIDE STRIP.

THE SIDELINES OF SAID STRIP ARE PRESUMED TO BE PROLONGED OR SHORTENED AS NECESSARY TO FORM A CONTINUOUS PARCEL WITH NO GAPS OR OVERLAPS.

CONTAINING 10.10 ACRES MORE OR LESS.

SCALE N.A.	DRAWN BY: JC SCHABORT		
JOB NUMBER 15-015.FH	APPROVED BY: G. P. WILLIAMS	JCS	10.30.24
SHEET: 1 OF 3	DATE: 10/22/2024	BY	DATE
			REVISIONS PER COUNTY COMMENTS
			REVISIONS

SKETCH & DESCRIPTION
OF 100' WIDE
DRAINAGE EASEMENT
AT OAK RIDGE RANCH FOR
KOLTER LAND PARTNERS



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



SKETCH & DESCRIPTION
OF 100' WIDE
DRAINAGE EASEMENT
AT OAK RIDGE RANCH FOR
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F.R.S. & ASSOCIATES, INC.
 LAND SURVEYORS AND LAND PLANNERS
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SURVEYOR'S NOTES

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2. THIS IS NOT A BOUNDARY SURVEY.
3. THE LANDS SHOWN HEREON WERE NOT BASED UPON AN ABSTRACT OF TITLE. NO SEARCH OF THE PUBLIC RECORDS WAS MADE BY THIS FIRM FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD THAT MAY AFFECT THE SUBJECT SITE.
4. BEARINGS AND DISTANCES SHOWN HEREON ARE GRID, NORTH AMERICAN DATUM OF 1983/2011 ADJUSTMENT (NAD 83/11).

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 STANDARDS OF PRACTICE SET FORTH IN CHAPTER SJ-17, F.A.C. BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

**Gary P
Williams**
BY: _____
GARY P. WILLIAMS, REGISTERED LAND SURVEYOR
FLORIDA CERTIFICATION No.4817
FOR THE FIRM

Digitally signed by Gary P Williams
DN: c=US, sn=Williams,
givenName=Gary P,
email=gpw4817@gmail.com,
cn=Gary P Williams
Date: 2024.10.30 17:33:21 -04'00'

NOT VALID UNLESS SEALED WITH SURVEYOR'S EMBOSSED SEAL AND SIGNATURE OR DIGITAL FACSIMILE THEREOF.

SCALE N.A.	DRAWN BY: JC SCHABORT			SKETCH & DESCRIPTION OF 100' WIDE DRAINAGE EASEMENT AT OAK RIDGE RANCH FOR KOLTER LAND PARTNERS		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	
JOB NUMBER 15-015.FH	APPROVED BY: G. P. WILLIAMS	JCS	10.30.24				REVISIONS PER COUNTY COMMENTS
SHEET: 3 OF 3	DATE: 10/22/2024	BY	DATE				REVISIONS

THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:

PART C

H. William. Perry, Esq.
Gunster, Yoakley & Stewart, P.A.
777 S. Flagler Drive, Suite 500
West Palm Beach, FL 33401

NOTE TO CLERK: THIS INSTRUMENT IS TO RELEASE ABANDONED EASEMENTS. NO CONSIDERATION HAS BEEN GIVEN, AND, THEREFORE, IS EXEMPT FROM DOCUMENTARY STAMP TAXES PURSUANT TO FLORIDA ADMINISTRATIVE CODE SECTION 12B.4.014(2)(a).

RELEASE OF ABANDONED EASEMENTS

THIS RELEASE OF ABANDONED EASEMENTS (this “Release”) is entered into as of _____, 2024 by ST. LUCIE COUNTY, a political subdivision of the State of Florida (“St. Lucie County”), whose address is 2300 Virginia Avenue, Fort Pierce, Florida 34982, in favor of OAK RIDGE RESI INVESTMENTS LLC, a Florida limited liability company (“Oak Ridge”), whose address is 105 N.E. 1st Street, Delray Beach, Florida 33444.

RECITALS

WHEREAS, in 1961 and 1962, multiple Easements for Roads and Canals listed on Exhibit “A” (collectively, “ERCs”) were granted by W.W. Carlton and Annie G. Carlton, his wife (“Grantor”), in favor of various grantees (collectively, the “Grantees”);

WHEREAS, the ERCs were entered into for the benefit of Grantees, and their respective successors and assigns;

WHEREAS, St. Lucie County is the successor to these Grantees;

WHEREAS, the ERCs created an easement for drainage as more particularly described in Section 2(b) of the ERCs (the “Drainage Easement”) which runs in an easterly direction towards and through the real property located in the C-24 Drainage Basin and ultimately into a parcel owned by Oak Ridge, located in the East half of Section 23, Township 36 South, Range 38 East, St. Lucie County, Florida (“Released Property”);

WHEREAS, St. Lucie County’s real property is in the C-23 Drainage Basin and St. Lucie County does not use the portion of the Drainage Easement over the Released Property; and

WHEREAS, St. Lucie County is willing to release all of its right, title and interest in the Drainage Easement as to the portion of the Released Property for each of the ERCs listed in Exhibit “A”.

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, St. Lucie County hereby agrees as follows:

1. **Recitals.** The above recitals are true and correct and hereby incorporated by this reference as if fully set forth herein.

2. **Release of Easement.** St. Lucie County hereby terminates, discharges, cancels and releases the Released Property from the Drainage Easement and hereby disclaims any interest in and to the portion of the Drainage Easement located in the Released Property.

[Signature Page Follows]

IN WITNESS WHEREOF, this Release has been duly executed by St. Lucie County as of the date first above written.

WITNESSES:

ST. LUCIE COUNTY, a political
subdivision of the State of Florida

Witness Signature

Print Name: _____
Address: _____

By: _____
Name: _____
Its: _____

Witness Signature

Print Name: _____
Address: _____

STATE OF FLORIDA)
) ss.
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me [] in person or [] by online notarization, this ____ day of _____, 2024, by _____, as _____ of **ST. LUCIE COUNTY**, a political subdivision of the State of Florida, who [] is personally known to me, or [] produced _____ as identification.

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

EXHIBIT "A"

Easements for Roads and Canals

1. Easement for Roads and Canals dated June 2, 1961, entered into by and between Grantor, and Edsall Groves, Inc., a Florida corporation, and Herschel A. Auxier, recorded in Official Records Book 11, Page 321, Public Records of St. Lucie County, Florida.
2. Easement for Roads and Canals dated June 20, 1961, entered into by and between Grantor, and W. & W. Groves Company, Inc., a Florida corporation, Whitaker Groves Incorporated, a Florida corporation, Norman V. Huff, Robert V. Huff, and Dorothy Huff Stevens, recorded in Official Records Book 12, Page 534, Public Records of St. Lucie County, Florida.
3. Easement for Roads and Canals dated July 26, 1961, entered into by and between Grantor, and Burks Alden Smith and Compere Loveless, recorded in Official Records Book 15, Page 8, Public Records of St. Lucie County, Florida.
4. Easement for Roads and Canals dated January 30, 1962, entered into by and between Grantor, and Leo Groves, INC., recorded in Official Records Book 28, Page 633, Public Records of St. Lucie County, Florida.
5. Easement for Roads and Canals dated May 7, 1962, entered into by and between Grantor, and Ruth Huff Brady, Judith M. Huff, Edward C. Huff, Marie V. Huff, Norman V. Huff, Alpat Grove Care Company, a Florida Corporation, Carlton E. Gregg, J.W. Whitaker, Jr., Maxene Cook Wilbanks, Re Brenner, Macy Brenner, Star Fruit Company, a Florida Corporation, and Taylor Chemical & Supply Co., Inc., a Florida Corporation, recorded in Official Records Book 36, Page 132, Public Records of St. Lucie County, Florida.
6. Easement for Roads and Canals dated July 12, 1962, entered into by and between Grantor, and Burks Alden Smith and Compere Loveless, recorded in Official Records Book 41, Page 197, Public Records of St. Lucie County, Florida.

THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:

PART D

Hugh W. Perry, Esq.
Gunster, Yoakley & Stewart, P.A.
777 S. Flagler Drive, Suite 500
West Palm Beach, FL 33401

DRAINAGE MAINTENANCE EASEMENT

THIS DRAINAGE MAINTENANCE EASEMENT (“Maintenance Easement”) is entered into as of _____, 2024 (the “**Effective Date**”) by and between **OAK RIDGE RESI INVESTMENTS LLC**, a Florida limited liability company (“**Grantor**”), **SOLAERIS COMMUNITY DEVELOPMENT DISTRICT**, a governmental unit created pursuant to Chapter 190, Florida Statutes (“**CDD**”) and **ST. LUCIE COUNTY**, a political subdivision of the State of Florida (“**County**”).

RECITALS

WHEREAS, Grantor is the fee simple title owner of certain real property located in St. Lucie County, Florida, as more particularly described as the Solaeris Community (the “**Solaeris Community**”);

WHEREAS, the Solaeris Community contains a drainage and retention ditch (the “**Current Ditch**”), as shown and legally described on **Exhibit “A”** attached hereto, which currently provides for drainage through the Solaeris Property to an outfall structure into the South Florida Water Management District C-24 Canal (the “**C-24 Canal**”);

WHEREAS, CDD desires to receive a non-exclusive drainage maintenance easement for the Current Ditch;

WHEREAS, County has also requested a non-exclusive drainage maintenance agreement for the Current Ditch.

WHEREAS, Grantor has agreed to grant CDD and County, a non-exclusive maintenance drainage easement for the Current Ditch for the sole purpose of allowing maintenance on all “**Drainage Facilities**” (as hereinafter defined) contained therein; and

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and County hereby agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by this reference.

2. **Grant of Easement.** Grantor does hereby grant to CDD and County, a relocatable, non-exclusive drainage maintenance easement over and across the Current Ditch for the sole purpose of clearing and maintaining the Current Ditch and any other drainage structures located within the Current Ditch (collectively, the “**Drainage Facilities**”) to allow for the uninterrupted flow of the surface water drainage through the Current Ditch. CDD agrees for itself and its

successors and assigns that it will be solely responsible for the cost of any and all repairs, replacements, maintenance and restoration of the Drainage Facilities in the Current Ditch. The County, its agents or assigns, shall have the right, but not the obligation to perform maintenance or repairs on the Current Ditch.

3. **Interference Prohibited.** CDD and County shall each have the right to maintain the Drainage Facilities in the Current Ditch. The Current Ditch shall be kept free from obstructions, aquatic vegetative growth or obstacles which would prevent or hinder storm water drainage or the operation of the Drainage Facilities. Except as provided in Section 4 below, County will take no actions that will interfere with the CDD's use and maintenance of the Drainage Facilities.

4. **Maintenance.** CDD, at its sole cost and expense, shall maintain the Drainage Facilities in good condition and repair, and in compliance with all applicable laws and regulations. If CDD fails to maintain the Drainage Facilities, County and Grantor shall each have the right, upon thirty (30) days prior written notice to CDD, to enter upon the Current Ditch in order to maintain the Drainage Facilities if the CDD fails to do so, and to charge such costs to the CDD.

5. **Right of Relocation.** South Florida Water Management District ("SFWMD") has issued a Conceptual Permit No. 56-107948-P (the "SFWMD Permit"), which will relocate the Current Ditch to a new location on the western boundary of the east ½ of Section 23, Township 36S, Range 38E (the "Improved Ditch"), as more particularly described on **Exhibit "B"**. Upon the completion of the Improved Ditch, Grantor shall have the right to relocate and reconfigure this easement from the Current Ditch to the Improved Ditch. Upon the relocation of the Improved Ditch, this Maintenance Easement described herein shall apply solely to the Improved Ditch. Upon relocation, this Maintenance Easement shall automatically be released from the Current Ditch (without the necessity of CDD or the County executing any documentation evidencing the same) and may be evidenced by a written instrument executed solely by Grantor and recorded in the Public Records of St. Lucie County; provided, however, County and CDD shall, upon Grantor's written request, execute such releases and other documentation in form and substance reasonably acceptable to Grantor evidencing the release of any easements or rights to use the Current Ditch for recordation in the Public Records of St. Lucie County, Florida. Upon relocation of this Maintenance Easement to the Improved Ditch, all references to the "Current Ditch" shall be deemed to refer to the "Improved Ditch".

6. **SFWMD.** This Maintenance Easement and the rights of CDD and County herein shall be subject to all permitting and regulatory requirements of SFWMD.

7. **Indemnification.** To the maximum extent allowed by law, CDD and County shall indemnify, defend, and hold Grantor harmless from and against any and all damages, losses, or claims, including but not limited to, legal fees and expenses, to the extent that such damages, losses, or claims are attributable to the use of this Maintenance Easement by CDD or the County or their respective employees, agents or contractors. However, nothing in this Maintenance Easement shall be deemed to be a waiver of the CDD's or County's limitations of liability as set forth in Section 768.28, Florida Statutes, or other applicable law.

8. **Miscellaneous.**

a. **Governing Laws; Venue.** This Maintenance Easement shall be construed and governed in accordance with the laws of the State of Florida. All of the parties to this Maintenance Easement have participated fully in the negotiation and preparation hereof, and, accordingly, this Maintenance Easement and the terms set forth herein shall not be more strictly construed against any one of the parties hereto. Venue for any action involving this Maintenance Easement shall lie only in St. Lucie County, Florida. GRANTOR, CDD AND COUNTY HEREBY EXPRESSLY WAIVE THE RESPECTIVE RIGHTS OF EACH TO A TRIAL BY JURY FOR ANY LITIGATION ARISING FROM THIS MAINTENANCE EASEMENT.

b. **Severability.** In the event any term or provision of this Maintenance Easement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this Maintenance Easement shall be construed to be in full force and effect.

c. **Construction of Easement.** In construing this Maintenance Easement, the singular shall be held to include the plural, the plural shall include the singular, the use of any gender shall include every other and all genders, and captions and paragraph headings shall be disregarded.

d. **Notices.** Any notices to be given under this Maintenance Easement shall be in writing and shall be deemed to have been given if delivered by hand delivery, sent by recognized overnight courier (such as Federal Express) or mailed by certified or registered mail, return receipt requested, in a postage prepaid envelope, and addressed as follows:

If to Grantor at:	Oak Ridge Resi Investments LLC 105 N.E. 1st Street Delray Beach, Florida 33444 Attn: Josh Long
With Copy to:	Gunster Law Firm 777 South Flagler Drive Suite 500 East West Palm Beach, FL 33401 Attn: Hugh W. Perry, Esq.
If to County at:	St. Lucie County 2300 Virginia Avenue Fort Pierce, FL 34982 A Attn: Daniel McIntyre, County Attorney
If to CDD at:	Solaeris Community Development District Wrathell, Hunt and Associates, LLC 2300 Glades Road, Suite 410W Boca Raton, Florida 33431

With Copy to:

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

or to such other street address or addresses as the party to be given notice may have furnished in writing to the party or parties seeking or desiring to give notice, as a place for the giving of such notice, provided that no change in address shall be effective until ten (10) days after sent or given to the other parties in the manner set forth above. Any notice given in accordance with the foregoing, shall be deemed given when delivered personally, or if mailed three (3) business days after it shall have been deposited in the United States mail, or the next business day after it has been deposited with a recognized overnight courier.

e. **Recordation of Easement.** Upon execution by Grantor and County, this Maintenance Easement shall be recorded in the Public Records of St. Lucie County, Florida.

f. **Further Assurances.** In addition to the acts recited in this Maintenance Easement, each party agrees to perform, execute and deliver, but without any obligation to incur any additional liability, responsibility, charge or expense, additional documentation as may be reasonably necessary to complete the intent of the parties contemplated hereby, including the execution and/or recordation of further instruments.

g. **Waiver; Invalidity.** Any failure to enforce any provision contained in this Maintenance Easement shall in no way be deemed a waiver of the right to do so thereafter. The invalidity, violation, abandonment or waiver of any one or more of any of the provisions hereof shall not affect or impair the remaining portions of this Maintenance Easement.

h. **Authority.** By his or her execution hereof, each person executing this Maintenance Easement hereby warrants that he or she has full power and authority to bind any corporation, partnership, trust or other entity for which he or she purports to act hereunder.

i. **Successors and Assigns.** This Maintenance Easement and the rights, privileges and obligations created hereunder shall inure to the benefit of and be binding upon Grantor, CDD and County and their respective successors and assigns and shall run with the lands comprised of the Current Ditch and the Improved Ditch, as applicable.

j. **Counterparts.** This Maintenance Easement may be executed in a number of identical counterparts. If so executed, each of such counterparts is to be deemed an original for all purposes and all such counterparts shall, collectively, constitute one agreement, but, in making proof of this Maintenance Easement, it shall not be necessary to produce or account for more of such counterparts than are required to show that each party hereto executed at least one such counterpart.

k. **Entire Easement; Amendments.** This Maintenance Easement constitutes the entire agreement between the parties. There are no other agreements, representations, or warranties other than as set forth herein. This Maintenance Easement may not be changed, altered, or modified except by an instrument in writing signed by Grantor, its successors and the County, and recorded in the Public Records of St. Lucie County, Florida.

1. **Perpetuity.** All the rights and privileges granted hereby shall be and remain in effect in perpetuity and may not be subject to a termination or forfeiture except as may be terminated by written instrument executed by Grantor, the CDD and the County, and recorded in the Public Records of St. Lucie County, Florida.

[Signature Pages Follow]

IN WITNESS WHEREOF, this Maintenance Easement has been duly executed by the parties as of the date first above written.

GRANTOR:

Signed, sealed and delivered in the presence of:

OAK RIDGE RESI INVESTMENTS LLC, a Florida limited liability company

Print Name: _____
Address: _____

By: _____
Name: _____
Title: _____

Print Name: _____
Address: _____

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me [] in person or [] by online notarization, this ____ day of _____, 2024, by _____, as _____ of OAK RIDGE RESI INVESTMENTS LLC, a Florida limited liability company, on behalf of the company, who [] is personally known to me, or [] produced _____ as identification.

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

[Signature Page of Easement]

COUNTY:

Signed, sealed and delivered in the
presence of:

ST. LUCIE COUNTY, a political subdivision
of the State of Florida

Print Name: _____
Address: _____

By: _____
Name: _____
Title: _____

Print Name: _____
Address: _____

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me [] in person or [] by online notarization, this ____ day of _____, 2024, by _____, as _____ of ST. LUCIE COUNTY, a political subdivision of the State of Florida, on behalf of the County, who [] is personally known to me, or [] produced _____ as identification.

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

[Signature Page of Easement]

CDD:

Signed, sealed and delivered in the
presence of:

**SOLAERIS COMMUNITY
DEVELOPMENT DISTRICT**, a
governmental unit created by St. Lucie County
pursuant to Chapter 190, Florida Statutes

Print Name: _____

Address: _____

By: _____

Name:

Title:

Print Name: _____

Address: _____

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me [] in person or [] by online notarization, this ____
day of _____, 2024, by _____, as _____ of SOLAERIS COMMUNITY
DEVELOPMENT DISTRICT a governmental unit created by St. Lucie County pursuant to Chapter 190,
Florida Statutes, on behalf of the CDD, who [] is personally known to me, or [] produced _____
_____ as identification.

Notary Public, State of Florida

Print Name: _____

Commission No.: _____

My Commission Expires: _____

EXHIBIT A
Current Ditch

EXHIBIT B
Improved Ditch

SOLAERIS

COMMUNITY DEVELOPMENT DISTRICT

**RATIFICATION
ITEMS AI**

**THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:**

H. William. Perry, Esq.
Gunster, Yoakley & Stewart, P.A.
777 S. Flagler Drive, Suite 500
West Palm Beach, FL 33401

NOTE TO CLERK: THIS INSTRUMENT IS TO RELEASE ABANDONED EASEMENTS. NO CONSIDERATION HAS BEEN GIVEN, AND, THEREFORE, IS EXEMPT FROM DOCUMENTARY STAMP TAXES PURSUANT TO FLORIDA ADMINISTRATIVE CODE SECTION 12B.4.014(2)(a).

RELEASE OF ABANDONED EASEMENTS

THIS RELEASE OF ABANDONED EASEMENTS (this “**Release**”) is entered into as of November 12, 2024 by **ST. LUCIE COUNTY**, a political subdivision of the State of Florida (“**St. Lucie County**”), whose address is 2300 Virginia Avenue, Fort Pierce, Florida 34982, in favor of **OAK RIDGE RESI INVESTMENTS LLC**, a Florida limited liability company (“**Oak Ridge**”), whose address is 105 N.E. 1st Street, Delray Beach, Florida 33444.

RECITALS

WHEREAS, in 1961 and 1962, multiple Easements for Roads and Canals listed on **Exhibit “A”** (collectively, “**ERCs**”) were granted by W.W. Carlton and Annie G. Carlton, his wife (“**Grantor**”), in favor of various grantees (collectively, the “**Grantees**”);

WHEREAS, the ERCs were entered into for the benefit of Grantees, and their respective successors and assigns;

WHEREAS, St. Lucie County is the successor to these Grantees;

WHEREAS, the ERCs created an easement for drainage as more particularly described in Section 2(b) of the ERCs (the “**Drainage Easement**”) which runs in an easterly direction towards and through the real property located in the C-24 Drainage Basin and ultimately into a parcel owned by Oak Ridge, located in the East half of Section 23, Township 36 South, Range 38 East, St. Lucie County, Florida (“**Released Property**”);

WHEREAS, St. Lucie County’s real property is in the C-23 Drainage Basin and St. Lucie County does not use the portion of the Drainage Easement over the Released Property; and

WHEREAS, St. Lucie County is willing to release all of its right, title and interest in the Drainage Easement as to the portion of the Released Property for each of the ERCs listed in **Exhibit “A”**.

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, St. Lucie County hereby agrees as follows:

1. **Recitals.** The above recitals are true and correct and hereby incorporated by this reference as if fully set forth herein.

2. **Release of Easement.** St. Lucie County hereby terminates, discharges, cancels and releases the Released Property from the Drainage Easement and hereby disclaims any interest in and to the portion of the Drainage Easement located in the Released Property.

[Signature Page Follows]

IN WITNESS WHEREOF, this Release has been duly executed by St. Lucie County as of the date first above written.

WITNESSES:

K Chidgey
Witness Signature

Print Name: Kayla Chidgey
Address: 2300 Virginia Ave
Ft. Pierce, FL 34982

Joe Fisher
Witness Signature

Print Name: Joe Fisher
Address: 2300 Virginia Ave
Ft. Pierce, FL 34982

ST. LUCIE COUNTY, a political
subdivision of the State of Florida

By: Cathy Townsend
Name: Cathy Townsend
Its: Chair

APPROVED AS TO FORM
AND CORRECTNESS
[Signature]
COUNTY ATTORNEY

STATE OF FLORIDA)
) ss.
COUNTY OF ~~PALM BEACH~~----- ST. LUCIE

The foregoing instrument was acknowledged before me [x] in person or [] by online notarization, this 12th day of November, 2024, by Cathy Townsend, as Chair of **ST. LUCIE COUNTY**, a political subdivision of the State of Florida, who [x] is personally known to me, or [] produced _____ as identification.

JoAnn Riley
Notary Public, State of Florida
Print Name: JoAnn Riley
Commission No.: HH 616752
My Commission Expires: 12-13-2028

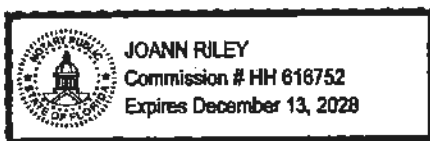


EXHIBIT "A"

Easements for Roads and Canals

1. Easement for Roads and Canals dated June 2, 1961, entered into by and between Grantor, and Edsall Groves, Inc., a Florida corporation, and Herschel A. Auxier, recorded in Official Records Book 11, Page 321, Public Records of St. Lucie County, Florida.
2. Easement for Roads and Canals dated June 20, 1961, entered into by and between Grantor, and W. & W. Groves Company, Inc., a Florida corporation, Whitaker Groves Incorporated, a Florida corporation, Norman V. Huff, Robert V. Huff, and Dorothy Huff Stevens, recorded in Official Records Book 12, Page 534, Public Records of St. Lucie County, Florida.
3. Easement for Roads and Canals dated July 26, 1961, entered into by and between Grantor, and Burks Alden Smith and Compere Loveless, recorded in Official Records Book 15, Page 8, Public Records of St. Lucie County, Florida.
4. Easement for Roads and Canals dated January 30, 1962, entered into by and between Grantor, and Leo Groves, INC., recorded in Official Records Book 28, Page 633, Public Records of St. Lucie County, Florida.
5. Easement for Roads and Canals dated May 7, 1962, entered into by and between Grantor, and Ruth Huff Brady, Judith M. Huff, Edward C. Huff, Marie V. Huff, Norman V. Huff, Alpat Grove Care Company, a Florida Corporation, Carlton E. Gregg, J.W. Whitaker, Jr., Maxene Cook Wilbanks, Re Brenner, Macy Brenner, Star Fruit Company, a Florida Corporation, and Taylor Chemical & Supply Co., Inc., a Florida Corporation, recorded in Official Records Book 36, Page 132, Public Records of St. Lucie County, Florida.
6. Easement for Roads and Canals dated July 12, 1962, entered into by and between Grantor, and Burks Alden Smith and Compere Loveless, recorded in Official Records Book 41, Page 197, Public Records of St. Lucie County, Florida.

SOLAERIS

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS AII

THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:

Hugh W. Perry, Esq.
Gunster, Yoakley & Stewart, P.A.
777 S. Flagler Drive, Suite 500
West Palm Beach, FL 33401

DRAINAGE MAINTENANCE EASEMENT

THIS DRAINAGE MAINTENANCE EASEMENT ("Maintenance Easement") is entered into as of November 12, 2024 (the "Effective Date") by and between **OAK RIDGE RESI INVESTMENTS LLC**, a Florida limited liability company ("Grantor"), **SOLAERIS COMMUNITY DEVELOPMENT DISTRICT**, a governmental unit created pursuant to Chapter 190, Florida Statutes ("CDD") and **ST. LUCIE COUNTY**, a political subdivision of the State of Florida ("County").

RECITALS

WHEREAS, Grantor is the fee simple title owner of certain real property located in St. Lucie County, Florida, as more particularly described as the Solaeris Community (the "**Solaeris Community**");

WHEREAS, the Solaeris Community contains a drainage and retention ditch (the "**Current Ditch**"), as shown and legally described on **Exhibit "A"** attached hereto, which currently provides for drainage through the Solaeris Property to an outfall structure into the South Florida Water Management District C-24 Canal (the "**C-24 Canal**");

WHEREAS, CDD desires to receive a non-exclusive drainage maintenance easement for the Current Ditch;

WHEREAS, County has also requested a non-exclusive drainage maintenance agreement for the Current Ditch.

WHEREAS, Grantor has agreed to grant CDD and County, a non-exclusive maintenance drainage easement for the Current Ditch for the sole purpose of allowing maintenance on all "Drainage Facilities" (as hereinafter defined) contained therein; and

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and County hereby agree as follows:

1. **Recitals**. The above recitals are true and correct and are incorporated herein by this reference.

2. **Grant of Easement**. Grantor does hereby grant to CDD and County, a relocatable, non-exclusive drainage maintenance easement over and across the Current Ditch for the sole purpose of clearing and maintaining the Current Ditch and any other drainage structures located within the Current Ditch (collectively, the "**Drainage Facilities**") to allow for the uninterrupted flow of the surface water drainage through the Current Ditch. CDD agrees for itself and its

successors and assigns that it will be solely responsible for the cost of any and all repairs, replacements, maintenance and restoration of the Drainage Facilities in the Current Ditch. The County, its agents or assigns, shall have the right, but not the obligation to perform maintenance or repairs on the Current Ditch.

3. **Interference Prohibited.** CDD and County shall each have the right to maintain the Drainage Facilities in the Current Ditch. The Current Ditch shall be kept free from obstructions, aquatic vegetative growth or obstacles which would prevent or hinder storm water drainage or the operation of the Drainage Facilities. Except as provided in Section 4 below, County will take no actions that will interfere with the CDD's use and maintenance of the Drainage Facilities.

4. **Maintenance.** CDD, at its sole cost and expense, shall maintain the Drainage Facilities in good condition and repair, and in compliance with all applicable laws and regulations. If CDD fails to maintain the Drainage Facilities, County and Grantor shall each have the right, upon thirty (30) days prior written notice to CDD, to enter upon the Current Ditch in order to maintain the Drainage Facilities if the CDD fails to do so, and to charge such costs to the CDD.

5. **Right of Relocation.** South Florida Water Management District ("SFWMD") has issued a Conceptual Permit No. 56-107948-P (the "SFWMD Permit"), which will relocate the Current Ditch to a new location on the western boundary of the east ½ of Section 23, Township 36S, Range 38E (the "Improved Ditch"), as more particularly described on **Exhibit "B"**. Upon the completion of the Improved Ditch, Grantor shall have the right to relocate and reconfigure this easement from the Current Ditch to the Improved Ditch. Upon the relocation of the Improved Ditch, this Maintenance Easement described herein shall apply solely to the Improved Ditch. Upon relocation, this Maintenance Easement shall automatically be released from the Current Ditch (without the necessity of CDD or the County executing any documentation evidencing the same) and may be evidenced by a written instrument executed solely by Grantor and recorded in the Public Records of St. Lucie County; provided, however, County and CDD shall, upon Grantor's written request, execute such releases and other documentation in form and substance reasonably acceptable to Grantor evidencing the release of any easements or rights to use the Current Ditch for recordation in the Public Records of St. Lucie County, Florida. Upon relocation of this Maintenance Easement to the Improved Ditch, all references to the "Current Ditch" shall be deemed to refer to the "Improved Ditch".

6. **SFWMD.** This Maintenance Easement and the rights of CDD and County herein shall be subject to all permitting and regulatory requirements of SFWMD.

7. **Indemnification.** To the maximum extent allowed by law, CDD and County shall indemnify, defend, and hold Grantor harmless from and against any and all damages, losses, or claims, including but not limited to, legal fees and expenses, to the extent that such damages, losses, or claims are attributable to the use of this Maintenance Easement by CDD or the County or their respective employees, agents or contractors. However, nothing in this Maintenance Easement shall be deemed to be a waiver of the CDD's or County's limitations of liability as set forth in Section 768.28, Florida Statutes, or other applicable law.

8. **Miscellaneous.**

a. **Governing Laws; Venue.** This Maintenance Easement shall be construed and governed in accordance with the laws of the State of Florida. All of the parties to this Maintenance Easement have participated fully in the negotiation and preparation hereof, and, accordingly, this Maintenance Easement and the terms set forth herein shall not be more strictly construed against any one of the parties hereto. Venue for any action involving this Maintenance Easement shall lie only in St. Lucie County, Florida. GRANTOR, CDD AND COUNTY HEREBY EXPRESSLY WAIVE THE RESPECTIVE RIGHTS OF EACH TO A TRIAL BY JURY FOR ANY LITIGATION ARISING FROM THIS MAINTENANCE EASEMENT.

b. **Severability.** In the event any term or provision of this Maintenance Easement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this Maintenance Easement shall be construed to be in full force and effect.

c. **Construction of Easement.** In construing this Maintenance Easement, the singular shall be held to include the plural, the plural shall include the singular, the use of any gender shall include every other and all genders, and captions and paragraph headings shall be disregarded.

d. **Notices.** Any notices to be given under this Maintenance Easement shall be in writing and shall be deemed to have been given if delivered by hand delivery, sent by recognized overnight courier (such as Federal Express) or mailed by certified or registered mail, return receipt requested, in a postage prepaid envelope, and addressed as follows:

If to Grantor at:	Oak Ridge Resi Investments LLC 105 N.E. 1st Street Delray Beach, Florida 33444 Attn: Josh Long
With Copy to:	Gunster Law Firm 777 South Flagler Drive Suite 500 East West Palm Beach, FL 33401 Attn: Hugh W. Perry, Esq.
If to County at:	St. Lucie County 2300 Virginia Avenue Fort Pierce, FL 34982 A Attn: Daniel McIntyre, County Attorney
If to CDD at:	Solaeris Community Development District Wrathell, Hunt and Associates, LLC 2300 Glades Road, Suite 410W Boca Raton, Florida 33431

With Copy to:

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

or to such other street address or addresses as the party to be given notice may have furnished in writing to the party or parties seeking or desiring to give notice, as a place for the giving of such notice, provided that no change in address shall be effective until ten (10) days after sent or given to the other parties in the manner set forth above. Any notice given in accordance with the foregoing, shall be deemed given when delivered personally, or if mailed three (3) business days after it shall have been deposited in the United States mail, or the next business day after it has been deposited with a recognized overnight courier.

e. **Recordation of Easement.** Upon execution by Grantor and County, this Maintenance Easement shall be recorded in the Public Records of St. Lucie County, Florida.

f. **Further Assurances.** In addition to the acts recited in this Maintenance Easement, each party agrees to perform, execute and deliver, but without any obligation to incur any additional liability, responsibility, charge or expense, additional documentation as may be reasonably necessary to complete the intent of the parties contemplated hereby, including the execution and/or recordation of further instruments.

g. **Waiver; Invalidity.** Any failure to enforce any provision contained in this Maintenance Easement shall in no way be deemed a waiver of the right to do so thereafter. The invalidity, violation, abandonment or waiver of any one or more of any of the provisions hereof shall not affect or impair the remaining portions of this Maintenance Easement.

h. **Authority.** By his or her execution hereof, each person executing this Maintenance Easement hereby warrants that he or she has full power and authority to bind any corporation, partnership, trust or other entity for which he or she purports to act hereunder.

i. **Successors and Assigns.** This Maintenance Easement and the rights, privileges and obligations created hereunder shall inure to the benefit of and be binding upon Grantor, CDD and County and their respective successors and assigns and shall run with the lands comprised of the Current Ditch and the Improved Ditch, as applicable.

j. **Counterparts.** This Maintenance Easement may be executed in a number of identical counterparts. If so executed, each of such counterparts is to be deemed an original for all purposes and all such counterparts shall, collectively, constitute one agreement, but, in making proof of this Maintenance Easement, it shall not be necessary to produce or account for more of such counterparts than are required to show that each party hereto executed at least one such counterpart.

k. **Entire Easement; Amendments.** This Maintenance Easement constitutes the entire agreement between the parties. There are no other agreements, representations, or warranties other than as set forth herein. This Maintenance Easement may not be changed, altered, or modified except by an instrument in writing signed by Grantor, its successors and the County, and recorded in the Public Records of St. Lucie County, Florida.

1. **Perpetuity**. All the rights and privileges granted hereby shall be and remain in effect in perpetuity and may not be subject to a termination or forfeiture except as may be terminated by written instrument executed by Grantor, the CDD and the County, and recorded in the Public Records of St. Lucie County, Florida.

[Signature Pages Follow]

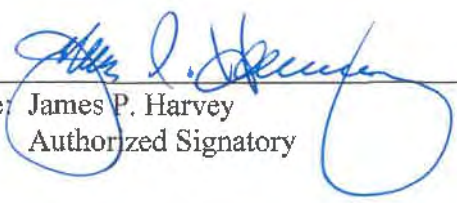
IN WITNESS WHEREOF, this Maintenance Easement has been duly executed by the parties as of the date first above written.

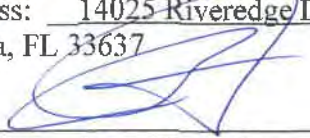
GRANTOR:

Signed, sealed and delivered in the presence of:


Print Name: Jadabella Valentin
Address: 14025 Riveredge Dr. #175
Tampa, FL 33637

OAK RIDGE RESI INVESTMENTS LLC, a
Florida limited liability company

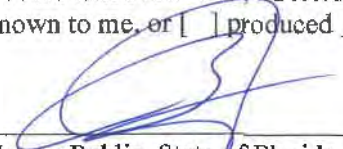
By: 
Name: James P. Harvey
Title: Authorized Signatory

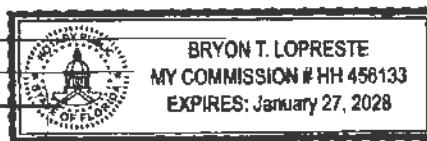

Print Name: Bryon T. LoPreste
Address: 14025 Riveredge Dr. #175
Tampa, FL 33637

STATE OF FLORIDA)

COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me [x] in person or [] by online notarization, this 27th day of November, 2024, by James P. Harvey, as Authorized Signatory of OAK RIDGE RESI INVESTMENTS LLC, a Florida limited liability company, on behalf of the company, who [x] is personally known to me, or [] produced _____ as identification.


Notary Public, State of Florida
Print Name: Bryon T. LoPreste
Commission No.: HH456133
My Commission Expires: 01/27/28



[Signature Page of Easement]

COUNTY:

Signed, sealed and delivered in the presence of:

ST. LUCIE COUNTY, a political subdivision of the State of Florida

K Chidgey
Print Name: Kayla Chidgey
Address: 2300 Virginia Ave
Ft. Pierce, FL 34982

By: Cathy Townsend
Name:
Title:

302 Fisher
Print Name: 302 Fisher
Address: 2300 Virginia Ave
Ft. Pierce, FL 34982

APPROVED AS TO FORM
AND CORRECTNESS

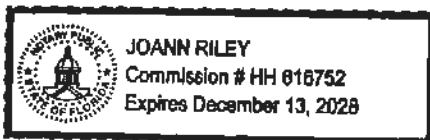
COUNTY ATTORNEY

STATE OF Florida)

COUNTY OF St. Lucie)

The foregoing instrument was acknowledged before me [☒] in person or [] by online notarization, this 12 day of November, 2024, by Cathy Townsend, as Chair of ST. LUCIE COUNTY, a political subdivision of the State of Florida, on behalf of the County, who [] is personally known to me, or [] produced _____ as identification.

JoAnn Riley
Notary Public, State of Florida
Print Name: JoAnn Riley
Commission No.: HH 616752
My Commission Expires: 12-13-2028



[Signature Page of Easement]

Signed, sealed and delivered in the presence of:


Print Name: Jadabella Valentin
Address: 14025 Riveredge Drive. #175
Tampa, FL 33637


Print Name: Bryon T. LoPreste

Address: 14025 Riveredge Drive. #175
Tampa, FL 33637

CDD:

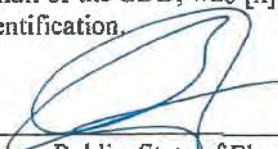
**SOLAERIS COMMUNITY
DEVELOPMENT DISTRICT**, a
governmental unit created by St. Lucie County
pursuant to Chapter 190, Florida Statutes

By: 
Name: William Fife
Title: Chairman

STATE OF FLORIDA)

COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me [x] in person or [] by online notarization, this 27th day of November, 2024, by William Fife, as Chairman of SOLAERIS COMMUNITY DEVELOPMENT DISTRICT a governmental unit created by St. Lucie County pursuant to Chapter 190, Florida Statutes, on behalf of the CDD, who [x] is personally known to me, or [] produced _____ as identification.


Notary Public, State of Florida
Print Name: Bryon T. LoPreste
Commission No.: HH456133
My Commission Expires: 2/17/28

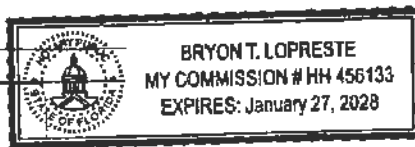


EXHIBIT A
Current Ditch

EXHIBIT A

LEGAL DESCRIPTION OF DRAINAGE EASEMENT

A STRIP OF LAND 60-FEET IN WIDTH LYING OVER, UNDER, AND ACROSS THE PARCEL OF LAND DESCRIBED IN OFFICIAL RECORD BOOK 4919, PAGE 1118, BEING A PORTION OF SECTION 23, TOWNSHIP 36 SOUTH, RANGE 38 EAST, ST. LUCIE COUNTY FLORIDA, THE CENTERLINE OF SAID EASEMENT IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 23, TOWNSHIP 36 SOUTH, RANGE 38 EAST; THENCE NORTH 89°35'24" EAST ALONG THE NORTH LINE OF SAID SECTION 23 (BASIS OF STATE PLANE GRID BEARING DATUM), A DISTANCE OF 2594.13 FEET TO THE NORTH QUARTER CORNER OF SECTION 23, TOWNSHIP 36 SOUTH, RANGE 38 EAST; THENCE SOUTH 00°08'13" EAST, ALONG THE WEST LINE OF THE EAST HALF (E.1/2) OF SECTION 23, A DISTANCE OF 4575.00 FEET TO THE **POINT OF BEGINNING** OF THE CENTERLINE OF SAID 60.00 FOOT STRIP; THENCE NORTH 89°51'47" EAST, 2572.65 FEET TO A POINT ON A LINE THAT IS 30.00 FEET WEST OF (AS MEASURED AT RIGHT ANGLES) AND PARALLEL WITH THE EAST LINE OF SECTION 23, TOWNSHIP 36 SOUTH, RANGE 38 EAST; THENCE NORTH 00°14'49" WEST PARALLEL WITH EAST LINE OF SAID SECTION 23, A DISTANCE OF 3100.00 FEET TO THE TERMINUS OF SAID 60-FOOT-WIDE STRIP.

THE SIDELINES OF SAID STRIP ARE PRESUMED TO BE PROLONGED OR SHORTENED AS NECESSARY TO FORM A CONTINUOUS PARCEL WITH NO GAPS OR OVERLAPS.

CONTAINING 7.81 ACRES MORE OR LESS.

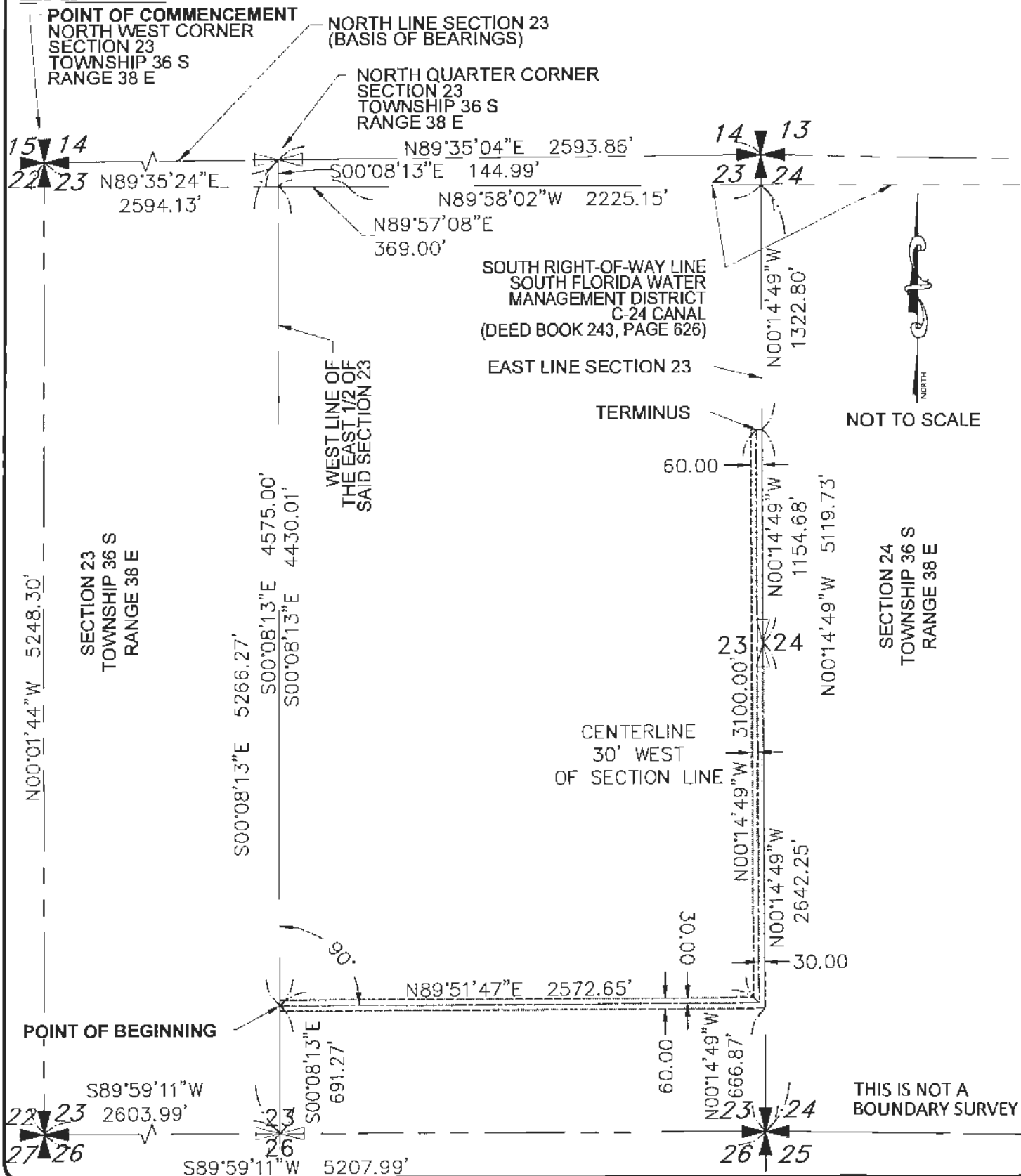
SCALE N.A.	DRAWN BY: JC SCHABORT		
JOB NUMBER 15-015.FH	APPROVED BY: G. P. WILLIAMS		
SHEET: 1 OF 3	DATE: 10/22/2024	JCS 10.30.24	REVISIONS PER COUNTY COMMENTS
	BY	DATE	REVISIONS

SKETCH & DESCRIPTION
OF 60' WIDE
DRAINAGE EASEMENT
AT OAK RIDGE RANCH FOR
KOLTER LAND PARTNERS



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

EXHIBIT A



SCALE N.T.S.	DRAWN BY: JC SCHABORT		
JOB NUMBER 15-015.FH	APPROVED BY: G. P. WILLIAMS		
SHEET: 2 OF 3	DATE: 10/22/2024		
	BY	DATE	REVISIONS
		10.30.24	REVISIONS PER COUNTY COMMENTS

SKETCH & DESCRIPTION
OF 60' WIDE
DRAINAGE EASEMENT
AT OAK RIDGE RANCH FOR
KOLTER LAND PARTNERS



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EXHIBIT A

SURVEYOR'S NOTES

1. BEARINGS SHOWN HEREON REFER TO NORTH 89°35'24" EAST (STATE PLANE GRID) ALONG THE NORTH LINE OF SECTION 23, TOWNSHIP 36 SOUTH, RANGE 38 EAST, ALL OTHER BEARINGS ARE RELATIVE THERETO.
2. THIS IS NOT A BOUNDARY SURVEY.
3. THE LANDS SHOWN HEREON WERE NOT BASED UPON AN ABSTRACT OF TITLE. NO SEARCH OF THE PUBLIC RECORDS WAS MADE BY THIS FIRM FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD THAT MAY AFFECT THE SUBJECT SITE.
4. BEARINGS AND DISTANCES SHOWN HEREON ARE GRID, NORTH AMERICAN DATUM OF 1983/2011 ADJUSTMENT (NAD 83/11).

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 STANDARDS OF PRACTICE 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.

BY: _____
GARY P. WILLIAMS, REGISTERED LAND SURVEYOR
FLORIDA CERTIFICATION No.4817
FOR THE FIRM

NOT VALID UNLESS SEALED WITH SURVEYOR'S EMBOSSED SEAL AND SIGNATURE OR DIGITAL FACSIMILE THEREOF.

SCALE N.A.	DRAWN BY: JC SCHABORT			SKETCH & DESCRIPTION OF 60' WIDE DRAINAGE EASEMENT AT OAK RIDGE RANCH FOR KOLTER LAND PARTNERS		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	
JOB NUMBER 15-015.FH	APPROVED BY: G. P. WILLIAMS	JCS	10.30.24				REVISIONS PER COUNTY COMMENTS
SHEET: 3 OF 3	DATE: 10/22/2024	BY	DATE				REVISIONS

T:\Draw\Oak Ridge (La Potencia-Ginn Ranch)\sketch and legal - County drainage\DRR sketch and legal - County drainage.dwg Oct 30, 2024 - 5:23pm

EXHIBIT B
Improved Ditch

EXHIBIT B

LEGAL DESCRIPTION OF DRAINAGE EASEMENT

A STRIP OF LAND 100-FEET IN WIDTH LYING OVER, UNDER, AND ACROSS THE PARCEL OF LAND DESCRIBED IN OFFICIAL RECORD BOOK 4919, PAGE 1118, BEING A PORTION OF SECTION 23, TOWNSHIP 36 SOUTH, RANGE 38 EAST, ST. LUCIE COUNTY FLORIDA; SAID STRIP BEING BOUNDED ON THE NORTH BY THE SOUTH RIGHT-OF-WAY LINE OF THE C-24 CANAL, AND BOUNDED ON THE SOUTH BY THE NORTH LINE OF A 60-FOOT-WIDE DRAINAGE EASEMENT, THE CENTERLINE OF SAID 100 FOOT WIDE STRIP BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 23, TOWNSHIP 36 SOUTH, RANGE 38 EAST; THENCE NORTH 89°35'24" EAST ALONG THE NORTH LINE OF SAID SECTION 23 (BASIS OF STATE PLANE GRID BEARING DATUM), 2594.13 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 23; THENCE SOUTH 00°08'13" EAST ALONG THE WEST LINE OF THE EAST HALF (E.1/2) OF SECTION 23, A DISTANCE OF 144.99 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF THE C-24 CANAL; THENCE NORTH 89°57'08" EAST ALONG SAID RIGHT-OF-WAY LINE, 50.00 FEET TO THE **POINT OF BEGINNING** OF THE CENTERLINE OF SAID 100-FOOT-WIDE STRIP; THENCE SOUTH 00°08'13" EAST ALONG A LINE THAT IS 50.00 FEET EAST OF AND PARALLEL WITH SAID WEST LINE OF THE EAST HALF OF SECTION 23, A DISTANCE OF 4399.94 FEET TO THE NORTH LINE OF SAID 60-FOOT DRAINAGE EASEMENT BEING THE TERMINUS OF SAID 100-FOOT-WIDE STRIP.

THE SIDELINES OF SAID STRIP ARE PRESUMED TO BE PROLONGED OR SHORTENED AS NECESSARY TO FORM A CONTINUOUS PARCEL WITH NO GAPS OR OVERLAPS.

CONTAINING 10.10 ACRES MORE OR LESS.

SCALE N.A.	DRAWN BY: JC SCHABORT			SKETCH & DESCRIPTION OF 100' WIDE DRAINAGE EASEMENT AT OAK RIDGE RANCH FOR KOLTER LAND PARTNERS		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
JOB NUMBER 15-015.FH	APPROVED BY: G. P. WILLIAMS	JCS	10.30.24			
SHEET: 1 OF 3	DATE: 10/22/2024	BY	DATE	REVISIONS		

T:\Draw\Oak Ridge (La Patencia-Ginn Ranch)\sketch and legal - County drainage\DRR sketch and legal - County drainage.dwg Dec 10, 2024 - 2:15pm

POINT OF COMMENCEMENT
NORTH WEST CORNER
SECTION 23
TOWNSHIP 36 S
RANGE 38 E

- NORTH QUARTER CORNER
SECTION 23
TOWNSHIP 36 S
RANGE 38 E

15 14
22 23

N89°35'24"E
2594.13'

N89°57'08"E
50.00'

00°08'13"E 144.99'

S00°08'13"E 144.99'

N89°58'02"W 2225.15'

N89°57'08"E
369.00'

SOUTH RIGHT-OF-WAY LINE
SOUTH FLORIDA WATER
MANAGEMENT DISTRICT
C-24 CANAL
(DEED BOOK 243, PAGE 626)

POINT OF BEGINNING

EAST LINE SECTION 23

NOT TO SCALE

SECTION 23
TOWNSHIP 36 S
RANGE 38 E

WEST LINE OF
THE EAST 1/2 OF
SAID SECTION 23

S00°08'13"E	5266.27'
S00°08'13"E	4575.00'

S00°08'13"E 4575.00'

CENTERLINE
50' EAST OF
SECTION LINE

NORTH LINE
OF 60' WIDE
DRAINAGE
EASEMENT

TERMINUS

S89°59'11"W
22 23 2603.99'

S89°59'11"W 5207.99'

23 24
S00°14'49"E 5119.73'

SECTION 24
TOWNSHIP 36 S
RANGE 38 E

**THIS IS NOT A
BOUNDARY SURVEY**

SCALE
N.T.S.

JOB NUMBER

SHEET:
2 OF 3

DRAWN BY:

JC SCHABORT
APPROVED BY

APPROVED BY:
G P WILLIAMS

DATE:

10/22/2024

JCS 10.30.24	REVISIONS PER COUNTY COMMENTS
--------------	-------------------------------

BY	DATE	REVISIONS
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SKETCH & DESCRIPTION
OF 100' WIDE
DRAINAGE EASEMENT
AT OAK RIDGE RANCH FOR
KOLTER LAND PARTNERS



F.R.S. & ASSOCIATES, INC.
LAND SURVEYORS AND LAND PLANNERS
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EXHIBIT B

SURVEYOR'S NOTES

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LAND SURVEYOR'S STATEMENT

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BY: _____
GARY P. WILLIAMS, REGISTERED LAND SURVEYOR
FLORIDA CERTIFICATION No.4817
FOR THE FIRM

NOT VALID UNLESS SEALED WITH SURVEYOR'S EMBOSSED SEAL AND SIGNATURE OR DIGITAL FACSIMILE THEREOF.

SCALE N.A.	DRAWN BY: JC SCHABORT			SKETCH & DESCRIPTION OF 100' WIDE DRAINAGE EASEMENT AT OAK RIDGE RANCH FOR KOLTER LAND PARTNERS		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	
JOB NUMBER 15-015.FH	APPROVED BY: G. P. WILLIAMS	UCS	10.30.24				REVISIONS PER COUNTY COMMENTS
SHEET: 3 OF 3	DATE: 10/22/2024	BY	DATE				REVISIONS

SOLAERIS
COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED
FINANCIAL
STATEMENTS

**SOLAERIS
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
NOVEMBER 30, 2024**

**SOLAERIS
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
NOVEMBER 30, 2024**

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
ASSETS				
Cash	\$ 22,474	\$ -	\$ -	\$ 22,474
Investments				
Construction	-	-	7,920,603	7,920,603
COI	-	1	-	1
Interest	-	438,240	-	438,240
Reserve	-	1,019,847	-	1,019,847
Due from Developer	19,974	-	-	19,974
Total assets	<u>\$ 42,448</u>	<u>\$1,458,088</u>	<u>\$7,920,603</u>	<u>\$ 9,421,139</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 36,452	\$ -	\$ -	\$ 36,452
Due to Landowner	-	2,894	-	2,894
Landowner advance	6,000	-	-	6,000
Total liabilities	<u>42,452</u>	<u>2,894</u>	<u>-</u>	<u>45,346</u>
DEFERRED INFLOWS OF RESOURCES				
Deferred receipts	19,974	-	-	19,974
Total deferred inflows of resources	<u>19,974</u>	<u>-</u>	<u>-</u>	<u>19,974</u>
Fund balances:				
Restricted for:				
Debt service	-	1,455,194	-	1,455,194
Capital projects	-	-	7,920,603	7,920,603
Unassigned	(19,978)	-	-	(19,978)
Total fund balances	<u>(19,978)</u>	<u>1,455,194</u>	<u>7,920,603</u>	<u>9,355,819</u>
Total liabilities and fund balances	<u>\$ 42,448</u>	<u>\$1,458,088</u>	<u>\$7,920,603</u>	<u>\$ 9,421,139</u>

**SOLAERIS
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED NOVEMBER 30, 2024**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Landowner contribution	\$ -	\$ 15,825	\$ 202,165	8%
Total revenues	-	15,825	202,165	8%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording	4,000	8,000	48,000	17%
Legal	278	278	25,000	1%
Legal - SD	14,000	23,000	-	N/A
Engineering	-	-	5,000	0%
Audit	-	-	4,075	0%
Arbitrage rebate calculation	-	-	750	0%
Dissemination agent	83	167	1,000	17%
EMMA software services	-	2,500	2,000	125%
Trustee	-	-	5,500	0%
Telephone	17	33	200	17%
Postage	-	-	500	0%
Printing & binding	42	83	500	17%
Legal advertising	-	-	2,000	0%
Annual special district fee	-	175	175	100%
Insurance	-	5,200	6,050	86%
Contingencies/bank charges	4	8	500	2%
Website				
Hosting & maintenance	-	-	705	0%
ADA compliance	210	210	210	100%
Total professional & administrative	18,634	39,654	102,165	39%
Field operations				
Field operations management	-	-	6,000	0%
Field operations accounting	-	-	1,000	0%
Landscape maintenance	-	-	50,000	0%
Landscape inspection	-	-	9,000	0%
Wet ponds	-	-	4,000	0%
Pump maintenance	-	-	8,000	0%
Electricity	-	-	2,000	0%
Streetlighting	-	-	10,000	0%
Contingencies	-	-	10,000	0%
Total field operations	-	-	100,000	0%
Total expenditures	18,634	39,654	202,165	20%
Excess/(deficiency) of revenues over/(under) expenditures	(18,634)	(23,829)	-	
Fund balances - beginning	(1,344)	3,851	-	
Fund balances - ending	<u>\$ (19,978)</u>	<u>\$ (19,978)</u>	<u>\$ -</u>	

**SOLAERIS
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2024
FOR THE PERIOD ENDED NOVEMBER 30, 2024**

	Current Month	Year To Date
REVENUES		
Interest	\$ 7,104	\$ 14,365
Total revenues	<u>7,104</u>	<u>14,365</u>
EXPENDITURES		
Debt service		
Interest	<u>389,382</u>	<u>389,382</u>
Total expenditures	<u>389,382</u>	<u>389,382</u>
Excess/(deficiency) of revenues over/(under) expenditures	(382,278)	(375,017)
OTHER FINANCING SOURCES/(USES)		
Transfer out	<u>-</u>	<u>(15,183)</u>
Total other financing sources	<u>-</u>	<u>(15,183)</u>
Net change in fund balances	(382,278)	(390,200)
Fund balances - beginning	1,837,472	1,845,394
Fund balances - ending	<u><u>\$ 1,455,194</u></u>	<u><u>\$ 1,455,194</u></u>

**SOLAERIS
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2024
FOR THE PERIOD ENDED NOVEMBER 30, 2024**

	Current Month	Year To Date
REVENUES		
Interest	\$ 30,426	\$ 61,258
Total revenues	<u>30,426</u>	<u>61,258</u>
EXPENDITURES		
Total expenditures	<u>-</u>	<u>-</u>
Excess/(deficiency) of revenues over/(under) expenditures	30,426	61,258
OTHER FINANCING SOURCES/(USES)		
Transfer in	-	15,183
Total other financing sources/(uses)	<u>-</u>	<u>15,183</u>
Net change in fund balances	30,426	76,441
Fund balances - beginning	7,890,177	7,844,162
Fund balances - ending	<u><u>\$ 7,920,603</u></u>	<u><u>\$ 7,920,603</u></u>

SOLAERIS
COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT

**MINUTES OF MEETING
SOLAERIS COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Solaeris Community Development District held a Public Hearing, Regular Meeting and Audit Committee Meeting on August 15, 2024 at 11:15 a.m., at the Verano Social Clubhouse, 10291 SW Visconti Way, Port St. Lucie, Florida 34986.

Present were:

William Fife	Chair
Jon Seifel	Vice Chair
Justin Frye	Assistant Secretary
Michael Caputo	Assistant Secretary

Also present:

Andrew Kantarzhi	District Manager
Jere Earlywine (via telephone)	District Counsel

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Kantarzhi called the meeting to order at 11:55 a.m. Supervisors Seifel, Frye, Caputo and Fife were present. Supervisor Morton was not present.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

**Acceptance of Resignation of Scott Morton
(Seat 1); Term Expires November 2028**

On MOTION by Mr. Frye and seconded by Mr. Caputo, with all in favor, the resignation of Mr. Scott Morton from Seat 1, was accepted.

▪ **Consideration of Appointment to Fill Seat 1; Term Expires November 2028**

This item was an addition to the agenda.

Mr. Caputo nominated Mr. Tim Smith to fill Seat 1. No other nominations were made.

On MOTION by Mr. Caputo and seconded by Mr. Fife, with all in favor, the appointment of Mr. Tim Smith to fill Seat 1, was approved.

FOURTH ORDER OF BUSINESS

**Administration of Oath of Office to Fill
Unexpired Term of Seat 1 (the following
will be provided in a separate package)**

The Oath of Office will be administered to Mr. Tim Smith at or before the next meeting.

A. Updates and Reminders: Ethics Training for Special District Supervisors and Form 1

B. Membership, Obligation and Responsibilities

C. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees

**D. Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local
Public Officers**

FIFTH ORDER OF BUSINESS

**Consideration of Resolution 2024-16,
Electing and Removing Officers of the
District and Providing for an Effective Date**

This item was deferred.

SIXTH ORDER OF BUSINESS

**Consideration of Resolution 2024-17,
Ratifying, Confirming, and Approving the
Sale of the Solaeris Community
Development District Special Assessment
Bonds, Series 2024; Ratifying, Confirming,
and Approving the Actions of the
Chairman, Vice Chairman, Treasurer,
Secretary, Assistant Secretaries, and All
District Staff Regarding the Sale and
Closing of the Bonds; Determining Such
Actions as Being in Accordance With the
Authorization Granted by the Board;
Providing a Severability Clause; and
Providing an Effective Date**

Mr. Kantarzhi presented Resolution 2024-17 and read the title.

**On MOTION by Mr. Frye and seconded by Mr. Caputo, with all in favor,
Resolution 2024-17, Ratifying, Confirming, and Approving the Sale of the
Solaeris Community Development District Special Assessment Bonds, Series
2024; Ratifying, Confirming, and Approving the Actions of the Chairman, Vice
Chairman, Treasurer, Secretary, Assistant Secretaries, and All District Staff
Regarding the Sale and Closing of the Bonds; Determining Such Actions as
Being in Accordance With the Authorization Granted by the Board; Providing a
Severability Clause; and Providing an Effective Date, was adopted.**

SEVENTH ORDER OF BUSINESS

Consideration of Resolution 2024-18, Declaring the District's Intent to Accept Responsibility for the Perpetual Operation, Maintenance, and Funding of the Stormwater Management System and Conservation Areas

Mr. Kantarzhi presented Resolution 2024-18 and read the title.

On MOTION by Mr. Frye and seconded by Mr. Caputo, with all in favor, Resolution 2024-18, Declaring the District's Intent to Accept Responsibility for the Perpetual Operation, Maintenance, and Funding of the Stormwater Management System and Conservation Areas, was adopted.

EIGHTH ORDER OF BUSINESS

Public Hearing on Adoption of Fiscal Year 2024/2025 Budget

A. Proof/Affidavit of Publication

B. Consideration of Resolution 2024-19, Relating to the Annual Appropriations and Adopting the Budget(s) for the Fiscal Year Beginning October 1, 2024, and Ending September 30, 2025; Authorizing Budget Amendments; and Providing an Effective Date

Mr. Kantarzhi presented Resolution 2024-19. He reviewed the proposed Fiscal Year 2025 budget, which was the same as the proposed budget presented in April 2024. It is a Landowner-funded budget with expenses being funded as they are incurred.

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

No affected property owners or members of the public spoke.

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

On MOTION by Mr. Fife and seconded by Mr. Frye, with all in favor, Resolution 2024-19, Relating to the Annual Appropriations and Adopting the Budget(s) for

the Fiscal Year Beginning October 1, 2024, and Ending September 30, 2025; Authorizing Budget Amendments; and Providing an Effective Date, was adopted.

NINTH ORDER OF BUSINESS**Consideration of Fiscal Year 2024/2025
Budget Funding Agreement**

Mr. Kantarzhi presented the Fiscal Year 2024/2025 Budget Funding Agreement.

On MOTION by Mr. Frye and seconded by Mr. Fife, with all in favor, the Fiscal Year 2024/2025 Budget Funding Agreement, was approved.

TENTH ORDER OF BUSINESS**Discussion/Consideration: Stewardship
Establishment Items**

- A. The Vogel Group, LLC Consulting Agreement 2024/25 Services Contract**
- B. Kutak Rock, LLP Retention and Fee Agreement**

Mr. Earlywine stated that these Agreements are in order for approval. All the Landowners will split the fee evenly. He asked for a motion to ratify the Agreements.

On MOTION by Mr. Fife and seconded by Mr. Caputo, with all in favor, The Vogel Group, LLC Consulting Agreement 2024/25 Services Contract and the Kutak Rock, LLP Retention and Fee Agreement, were ratified and/or approved.

ELEVENTH ORDER OF BUSINESS**Consideration of Response(s) to Request
for Qualifications (RFQ) for Engineering
Services**

- A. Affidavit of Publication**
- B. RFQ Package**
- C. Respondent: Thomas Engineering Group, LLC**

Mr. Kantarzhi stated that Thomas Engineering Group, LLC was the sole respondent to the RFQ.

- D. Competitive Selection Criteria/Ranking**

Mr. Kantarzhi stated that, as there was only one respondent and the respondent is qualified, the Board can forgo scoring and ranking the respondent.

E. Award of Contract

On MOTION by Mr. Fife and seconded by Mr. Frye, with all in favor, deeming Thomas Engineering Group, LLC, the sole respondent, as the #1 ranked respondent to the RFQ for Engineering Services, and authorizing Staff to negotiate with Thomas Engineering Group, LLC, was approved.

TWELFTH ORDER OF BUSINESS**Recess Regular Meeting/Commencement of Audit Selection Committee Meeting**

The Regular Meeting recessed and the Audit Selection Committee Meeting commenced.

THIRTEENTH ORDER OF BUSINESS**Review of Responses to Request for Proposals (RFP) for Annual Audit Services****A. Affidavit of Publication****B. RFP Package****C. Respondents****I. Berger, Toombs, Elam, Gaines & Frank****II. Grau & Associates****D. Auditor Evaluation Matrix/Ranking**

Mr. Kantarzhi stated that the bid from Berger, Toombs, Elam, Gaines & Frank (BTEGF) is approximately \$700 per year less than the bid from Grau & Associates (Grau).

Discussion ensued regarding the capability of each respondent, BTEGF being late preparing some audits, pricing, the scores to award each respondent in each category, etc.

The Audit Selection Committee scored and ranked the respondents jointly, as follows:

#1	Grau & Associates	99 points
#2	Berger, Toombs, Elam, Gaines & Frank	98 points

On MOTION by Mr. Fife and seconded by Mr. Caputo, with all in favor, scoring ranking Grau & Associates as the #1 ranked respondent to the RFP for Annual Audit Services, was approved by the Audit Selection Committee.

FOURTEENTH ORDER OF BUSINESS**Termination of Audit Selection Committee Meeting/Reconvene Regular Meeting**

The Audit Committee Meeting terminated and the Regular Meeting reconvened.

FIFTEENTH ORDER OF BUSINESS**Consider Recommendation of Audit
Selection Committee****• Award of Contract**

On MOTION by Mr. Fife and seconded by Mr. Caputo, with all in favor, accepting the scores, ranking and recommendation of the Audit Selection Committee as the Board's own, ranking Grau & Associates as the #1 ranked respondent to the RFP for Annual Audit Services, and authorizing Staff to finalize an agreement, was approved.

SIXTEENTH ORDER OF BUSINESS**Consideration of Goals and Objectives
Reporting [HB7013 - Special Districts
Performance Measures and Standards**

Mr. Kantarzhi presented the Memorandum explaining the new requirement for special districts to develop goals and objectives annually and develop performance measures and standards to assess the achievement of the goals and objectives. Community Communication and Engagement, Infrastructure and Facilities Maintenance, and Financial Transparency and Accountability will be the key categories to focus on for Fiscal Year 2025. He presented the Performance Measures/Standards & Annual Reporting Form developed for the CDD, which explains how the CDD will meet the goals.

On MOTION by Mr. Frye and seconded by Mr. Fife, with all in favor, the Goals and Objectives and the Performance Measures/Standards & Annual Reporting Form, were approved.

SEVENTEENTH ORDER OF BUSINESS**Ratification Items**

Mr. Kantarzhi presented the following:

- A. Oak Ridge Ranches, LLC Second Amended & Restated CDD Development Agreement**
- B. Oak Ridge Ranches, LLC Restated Impact Fee Collection Agreement**
- C. Acquisition of Crosstown Parkway Offsite Improvements**
- D. Letter Agreement for Real Estate Rights for Street Lighting**
- E. Solar Light as a Services, Inc. Solar Lighting as a Service Agreement**

On MOTION by Mr. Fife and seconded by Mr. Frye, with all in favor, the Ratification Items, as listed, were ratified.

EIGHTEENTH ORDER OF BUSINESS

Acceptance of Unaudited Financial
Statements as of June 30, 2024

On MOTION by Mr. Frye and seconded by Mr. Fife, with all in favor, the Unaudited Financial Statements as of June 30, 2024, were accepted.

NINETEENTH ORDER OF BUSINESS

Approval of Minutes

A. April 4, 2024 Special Meeting

B. April 18, 2024 Public Hearings and Regular Meeting

On MOTION by Mr. Frye and seconded by Mr. Fife, with all in favor, the April 4, 2024 Special Meeting Minutes and the April 18, 2024 Public Hearings and Regular Meeting Minutes, as presented, were approved.

TWENTIETH ORDER OF BUSINESS

Staff Reports

A. District Counsel: Kutak Rock LLP

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

There were no District Counsel or District Engineer reports.

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

- NEXT MEETING DATE: September 19, 2024 at 11:15 AM

- QUORUM CHECK

TWENTY-FIRST ORDER OF BUSINESS

Board Members' Comments/Requests

There were no Board Members' comments or requests.

TWENTY-SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

TWENTY-THIRD ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Frye and seconded by Mr. Caputo, with all in favor, the meeting adjourned at 12:11 p.m.

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Secretary/Assistant Secretary

Chair/Vice Chair

SOLAERIS
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS

SOLAERIS COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE		
LOCATION		
<i>Verano Social Clubhouse, 10291 SW Visconti Way, Port St. Lucie, Florida 34986</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 17, 2024 CANCELED	Regular Meeting	11:15 AM
November 21, 2024 CANCELED	Regular Meeting	11:15 AM
December 19, 2024 CANCELED	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
July 17, 2025	Regular Meeting	11:15 AM
August 21, 2025	Regular Meeting	11:15 AM
September 18, 2025	Regular Meeting	11:15 AM