

SILVER OAKS

**COMMUNITY DEVELOPMENT
DISTRICT**

April 17, 2025

**BOARD OF SUPERVISORS
REGULAR
MEETING AGENDA**

SILVER OAKS
COMMUNITY DEVELOPMENT DISTRICT

AGENDA
LETTER

Silver Oaks 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

April 10, 2025

Board of Supervisors
Silver Oaks Community Development District

Dear Board Members:

The Board of Supervisors of the Silver Oaks Community Development District will hold a Regular Meeting on April 17, 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 Newly Elected Supervisors [Seat 1 – Jon Seifel, Seat 4 – William “Bill” Fife] (*the following to be provided under separate cover*)
 - A. Required Ethics Training and Disclosure Filing
 - Sample Form 1 2023/Instructions
 - 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 2026*
 - Administration of Oath of Office to Newly Appointed Supervisor
6. Acceptance of Resignation of Justin Frye [Seat 5]
7. Consider Appointment of Luis Carcamo to Fill Unexpired Term of Seat 5; *Term Expires November 2026*
 - Administration of Oath of Office to Newly Appointed Supervisor

ATTENDEES:

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

8. Consideration of Resolution 2025-01, Canvassing and Certifying the Results of the Landowners' Election of Supervisors Held Pursuant to Section 190.006(2), Florida Statutes, and Providing for an Effective Date
9. Consideration of Resolution 2025-02, Electing and Removing Officers of the District and Providing for an Effective Date
10. Consideration of Resolution 2025-03, Ratifying the Actions of the District Manager in Redesignating the Time for Landowners' Meeting; Providing for Publication, Providing for an Effective Date
11. Consideration of Amendment No. 1 to CK Contractors and Development, LLC Contractor Agreement
12. Consideration of Resolution 2025-04, Approving a Proposed Budget for Fiscal Year 2025/2026 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date
13. Consideration of Resolution 2025-05, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2025/2026 and Providing for an Effective Date
14. Consideration of Resolution 2025-06, Approving the Florida Statewide Mutual Aid Agreement; Providing for Severability; and Providing for an Effective Date
15. Ratification Items
 - A. CK Contractors and Development, LLC Change Orders
 - I. Change Order No. 4
 - II. Change Order No. 5
 - III. Change Order No. 6
 - B. Gig Fiber, LLC Outdoor Solar Lighting Service Agreement
 - C. Saint Lucie County Deed of Conservation Easement
16. Acceptance of Unaudited Financial Statements as of February 28, 2025
17. Approval of Minutes
 - A. August 15, 2024 Public Hearings and Regular Meeting
 - B. November 5, 2024 Landowners' Meeting

18. Staff Reports

- A. District Counsel: *Kutak Rock LLP*
- B. District Engineer: *Michael B. Schorah and Associates, Inc*
- C. District Manager: *Wrathell, Hunt and Associates, LLC*
 - NEXT MEETING DATE: May 15, 2025, immediately following Solaeris CDD and Preserve at Savannah Lakes CDD Meetings at 11:15 AM, respectively

○ QUORUM CHECK

SEAT 1	JON SEIFEL	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	JOSH LONG	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3	TIMOTHY SMITH	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4	WILLIAM FIFE	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5	LUIS CARCAMO	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

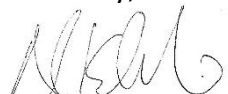
19. Board Members' Comments/Requests

20. Public Comments

21. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (415) 516-2161.

Sincerely,



Andrew Kantarzhi
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

CALL-IN NUMBER: 1-888-354-0094
PARTICIPANT PASSCODE: 867 327 4756

SILVER OAKS

COMMUNITY DEVELOPMENT DISTRICT

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Daphne Gillyard

From: Michael Caputo <michael.caputo@dreamfindershomes.com>

Sent: Thursday, February 13, 2025 10:45:44 AM

To: William Fife <WFife@brookfieldkolter.com>

Subject: RE: Michael Caputo (Kolter) CDD resignations

[External Email]

Hi Bill,

Please send to Andrew:

I am hereby resigning from PRESERVE AT SAVANNAH LAKES CDD AND SILVER OAKS CDD.

Thank you,



Michael A Caputo

Vice President of Land
Dream Finders Homes, SE Florida
(NYSE: DFH)

a: [14701 Philips Hwy, Suite 300 Jacksonville, FL. 32256](https://www.dreamfindershomes.com)

m: 954-649-6613

e: michael.caputo@dreamfindershomes.com

w: www.dreamfindershomes.com



SILVER OAKS

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

SILVER OAKS

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2025-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SILVER OAKS COMMUNITY DEVELOPMENT DISTRICT CANVASSING AND CERTIFYING THE RESULTS OF THE LANDOWNERS' ELECTION OF SUPERVISORS HELD PURSUANT TO SECTION 190.006(2), *FLORIDA STATUTES*, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Silver Oaks Community Development District ("**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of Fort Pierce, St. Lucie County, Florida; and

WHEREAS, pursuant to Section 190.006(2), *Florida Statutes*, a landowners' meeting is required to be held within 90 days of the District's creation and every two (2) years following the creation of the District for the purpose of electing supervisors of the District; and

WHEREAS, such landowners' meeting was held on November 5, 2024, at which the below recited persons were duly elected by virtue of the votes cast in their favor; and

WHEREAS, the Board of Supervisors of the District, by means of this Resolution, desire to canvass the votes and declare and certify the results of said election.

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

1. **ELECTION RESULTS.** The following persons are found, certified, and declared to have been duly elected as Supervisors of and for the District, having been elected by the votes cast in their favor as shown:

BOARD OF SUPERVISORS	SEAT	VOTES
Jon Seifel	Seat 1	100 Votes
William "Bill" Fife	Seat 4	100 Votes
Justin Frye	Seat 5	50 Votes

2. **TERMS.** In accordance with Section 190.006(2), *Florida Statutes*, and by virtue of the number of votes cast for the Supervisors, the above-named persons are declared to have been elected for the following term of office:

BOARD OF SUPERVISORS	SEAT	TERM OF OFFICE
Jon Seifel	Seat 1	4-Year Term
William "Bill" Fife	Seat 4	4-Year Term
Justin Frye	Seat 5	2-Year Term

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

PASSED AND ADOPTED this 17th day of April, 2025.

Attest:

**SILVER OAKS COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

SILVER OAKS

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2025-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SILVER OAKS COMMUNITY DEVELOPMENT DISTRICT ELECTING AND REMOVING OFFICERS OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF SILVER OAKS COMMUNITY DEVELOPMENT DISTRICT THAT:

SECTION 1. The following is/are elected as Officer(s) of the District effective April 17, 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 April 17, 2025:

<u>Michael Caputo</u>	<u>Chair</u>
<u>Justin Frye</u>	<u>Assistant Secretary</u>
<u>Cindy Cerbone</u>	<u>Assistant Secretary</u>
_____	_____

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

Craig Wrathell is Secretary

Andrew Kantarzhi is Assistant Secretary

Craig Wrathell is Treasurer

Jeff Pinder is Assistant Treasurer

PASSED AND ADOPTED this 17th day of April, 2025.

ATTEST:

**SILVER OAKS COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

SILVER OAKS

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2025-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF SILVER OAKS COMMUNITY DEVELOPMENT DISTRICT RATIFYING THE ACTIONS OF THE DISTRICT MANAGER IN REDESIGNATING THE TIME FOR LANDOWNERS' MEETING; PROVIDING FOR PUBLICATION, PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Silver Oaks Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of Fort Pierce, St. Lucie County, Florida; and

WHEREAS, the District's Board of Supervisors (the "Board") previously adopted Resolution 2024-07, Designating a Date, Time and Location for a Landowners' Meeting and Election; Providing for Publication, Providing for Severability and an Effective Date; and

WHEREAS, the Board desires to ratify its actions in redesignating the time of the Landowners' Meeting and the District Manager's action in providing the required notice landowners' meeting and election, proxy, ballot form and instructions.

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

SECTION 1. The actions of the District Manager in redesignating the date and time of the Landowners' Meeting and providing the notice are hereby ratified. Resolution 2024-07 is hereby amended to reflect that the time of Landowners' Meeting as declared in Resolution 2024-07 is redesignated to 11:15 a.m., on November 5, 2024, at Verano Social Clubhouse, 10291 SW Visconti Way, Port St. Lucie, Florida 34986.

SECTION 2. Except as otherwise provided herein, all of the provisions of Resolution 2024-07 continue in full force and effect.

SECTION 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 17th day of April, 2025.

ATTEST:

SILVER OAKS COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

SILVER OAKS

COMMUNITY DEVELOPMENT DISTRICT

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Amendment No. 1

*Silver Oaks Community Development District
Contractor Agreement with CK Contractors and Development, LLC*

In accordance with the Contractor Agreement, this letter serves as documentation of certain "**Additional Work**" completed by the Contractor, CK Contractors and Development, for the Owner, Silver Oaks Community Development District. This Additional Work completed by the contractor was performed under the original contract, with an effective date of June 24, 2022, and assigned to the District on September 24, 2002, value of Fourteen Million, Five Hundred Sixty-Five and seven dollars (\$14,763,378.00). The Additional Work covered by the original contract value includes five weeks of equipment downtime, Dyer Road exploration, survey & fiber relocation, Dyer Road sod (4,800 sf), two (2) additional valves, additional clearing on Dyer, Phase 1 surveying for EOR, additional Tilton Road survey for EOR, Import fill for the Tilton Road survey errors and long hauls from Phase 3 to Phases 1 & 2. The parties agree that no additional compensation is owed for the Additional Work, and the Additional Work is not currently, and shall not be in the future, the subject of any change orders to the original contract.

Accepted:
Silver Oaks Community
Development District

Accepted:
CK Contractors and
Development LLC

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

SILVER OAKS

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2025-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SILVER OAKS COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2025/2026 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the District Manager has prepared and submitted to the Board of Supervisors ("**Board**") of the Silver Oaks Community Development District ("**District**"), prior to June 15, 2025, the proposed operating budget ("**Proposed Budget**") for the fiscal year beginning October 1, 2025 and ending September 30, 2026 ("**Fiscal Year 2025/2026**"); and

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

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

SECTION 1. The operating budget proposed by the District Manager for Fiscal Year 2025/2026 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said budget.

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

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

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

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

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

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

PASSED AND ADOPTED this 17th day of April, 2025.

ATTEST:

**SILVER OAKS COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Fiscal Year 2025/2026 Budget

Exhibit A

Fiscal Year 2025/2026 Budget

**SILVER OAKS
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2026**

**SILVER OAKS
COMMUNITY DEVELOPMENT DISTRICT
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**SILVER OAKS
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2026**

	Fiscal Year 2025				Proposed
	Adopted Budget FY 2025	Actual through 02/28/25	Projected through 09/30/25	Total Actual & Projected	Budget FY 2026
REVENUES					
Assessment levy: off-roll	\$ 455,265	\$ -	\$ 455,265	\$ 455,265	\$ -
Landowner contribution	-	30,533	425,246	455,779	490,265
Total revenues	455,265	30,533	880,511	911,044	490,265
EXPENDITURES					
Professional & administrative					
Management/accounting/recording	48,000	20,000	28,000	48,000	48,000
Legal	25,000	717	24,283	25,000	25,000
Engineering	5,000	-	5,000	5,000	5,000
Audit	4,075	-	4,075	4,075	4,075
Arbitrage rebate calculation	750	-	750	750	750
Dissemination agent	1,000	417	583	1,000	1,000
EMMA software service	1,000	2,000	-	2,000	1,000
Trustee	5,500	-	5,500	5,500	5,500
Telephone	200	83	117	200	200
Postage	500	35	465	500	500
Printing & binding	500	208	292	500	500
Legal advertising	2,000	446	1,554	2,000	2,000
Annual special district fee	175	175	-	175	175
Insurance	6,050	5,564	-	5,564	6,050
Contingencies/bank charges	500	398	102	500	500
Website					
Hosting & maintenance	705	705	-	705	705
ADA compliance	210	-	210	210	210
Total professional & administrative	101,165	30,748	70,931	101,679	101,165

**SILVER OAKS
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2026**

	Fiscal Year 2025				
	Adopted Budget FY 2025	Actual through 02/28/25	Projected through 09/30/25	Total Actual & Projected	Proposed Budget FY 2026
Field operations					
Field operations management	12,000	-	12,000	12,000	12,000
Field operations accounting	3,500	-	3,500	3,500	3,500
Amenity center	40,000	-	40,000	40,000	40,000
Property insurance	25,000	4,463	20,537	25,000	25,000
Flood insurance	5,000	-	5,000	5,000	5,000
Pump maintenance	8,000	-	8,000	8,000	8,000
Irrigation electricity	5,000	-	5,000	5,000	5,000
Wet ponds	8,000	-	8,000	8,000	8,000
Wetland maintenance	7,100	-	7,100	7,100	7,100
Upland maintenance	11,500	-	11,500	11,500	11,500
Irrigation supply-wells	30,000	-	30,000	30,000	30,000
Entryway maintenance	7,500	-	7,500	7,500	7,500
Entryway electricity	3,500	-	3,500	3,500	3,500
Landscape inspection	18,000	-	18,000	18,000	18,000
Landscape & tree maintenance	110,000	-	110,000	110,000	145,000
Plant replacement	5,000	-	5,000	5,000	5,000
Irrigation repairs	5,000	-	5,000	5,000	5,000
Roadway maintenance	5,000	-	5,000	5,000	5,000
Streetlighting	25,000	1,050	23,950	25,000	25,000
Street tree-arbor care	10,000	-	10,000	10,000	10,000
Contingencies	10,000	-	10,000	10,000	50,000
Total field operations	<u>354,100</u>	<u>5,513</u>	<u>348,587</u>	<u>354,100</u>	<u>429,100</u>
Total expenditures	<u>455,265</u>	<u>36,261</u>	<u>419,518</u>	<u>455,779</u>	<u>530,265</u>
Net increase/(decrease) of fund balance	-	(5,728)	460,993	455,265	(40,000)
Fund balance - beginning (unaudited)	-	-	(5,728)	-	455,265
Fund balance - ending (projected)	<u>\$ -</u>	<u>\$ (5,728)</u>	<u>\$ 455,265</u>	<u>\$ 455,265</u>	<u>\$ 415,265</u>

**SILVER OAKS
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES

Professional & administrative

Management/accounting/recording	\$ 48,000
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Wrathell, Hunt and Associates, LLC (WHA), specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all of the District's governmental requirements. WHA develops financing programs, administers the issuance of tax exempt bond financings, operates and maintains the assets of the community.

Legal	25,000
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General counsel and legal representation, which includes issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.

Engineering	5,000
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The District's Engineer will provide construction and consulting services, to assist the District in crafting sustainable solutions to address the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.

Audit	4,075
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Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.

Arbitrage rebate calculation	750
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To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.

Dissemination agent	1,000
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The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934. Wrathell, Hunt & Associates serves as dissemination agent.

EMMA software service	1,000
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Trustee	5,500
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Annual fee for the service provided by trustee, paying agent and registrar.

Telephone	200
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Telephone and fax machine.

Postage	500
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Mailing of agenda packages, overnight deliveries, correspondence, etc.

Printing & binding	500
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Letterhead, envelopes, copies, agenda packages, etc.

Legal advertising	2,000
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The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.

EXPENDITURES (continued)

Annual special district fee	175
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Annual fee paid to the Florida Department of Economic Opportunity.

Insurance	6,050
-----------	-------

The District will obtain public officials and general liability insurance.

Contingencies/bank charges	500
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Bank charges and other miscellaneous expenses incurred during the year.

Website

Hosting & maintenance	705
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ADA compliance	210
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Total professional & administrative	101,165
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**SILVER OAKS
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES (CONTINUED)

Field operations

Field operations management	12,000
Field operations accounting	3,500
Amenity center	40,000
Property insurance	25,000
Flood insurance	5,000
Pump maintenance	8,000
Irrigation electricity	5,000
Wet ponds	8,000
Wetland maintenance	7,100
Upland maintenance	11,500
Irrigation supply-wells	30,000
Entryway maintenance	7,500
Entryway electricity	3,500
Landscape inspection	18,000
Landscape & tree maintenance	145,000
Plant replacement	5,000
Irrigation repairs	5,000
Roadway maintenance	5,000
Streetlighting	25,000
Street tree-arbor care	10,000
Contingencies	50,000
Total field operations	<u>429,100</u>
Total expenditures	<u><u>\$ 530,265</u></u>

**SILVER OAKS
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET
FISCAL YEAR 2026**

	Fiscal Year 2025				Proposed
	Adopted Budget FY 2025	Actual through 02/28/25	Projected through 09/30/25	Total Actual & Projected	Budget FY 2026
REVENUES					
Assessment levy: off-roll	\$ 664,933	\$ -	\$ 664,933	\$ 664,933	\$ 664,933
Interest	-	13,474	-	13,474	-
Total revenues	<u>664,933</u>	<u>13,474</u>	<u>664,933</u>	<u>678,407</u>	<u>664,933</u>
EXPENDITURES					
Debt service					
Principal	130,000	-	130,000	130,000	140,000
Interest	533,243	266,621	266,622	533,243	527,133
Total expenditures	<u>663,243</u>	<u>266,621</u>	<u>396,622</u>	<u>663,243</u>	<u>667,133</u>
Excess/(deficiency) of revenues over/(under) expenditures	1,690	(253,147)	268,311	15,164	(2,200)
OTHER FINANCING SOURCES/(USES)					
Transfers in	-	(417,526)	417,526	-	-
Total other financing sources/(uses)	<u>-</u>	<u>(417,526)</u>	<u>417,526</u>	<u>-</u>	<u>-</u>
Fund balance:					
Net increase/(decrease) in fund balance	1,690	(670,673)	685,837	15,164	(2,200)
Beginning fund balance (unaudited)	931,554	949,513	278,840	949,513	964,677
Ending fund balance (projected)	<u>\$ 933,244</u>	<u>\$ 278,840</u>	<u>\$ 964,677</u>	<u>\$ 964,677</u>	<u>962,477</u>
Use of fund balance:					
Debt service reserve account balance (required)					(664,933)
Interest expense - November 1, 2026					(260,276)
Projected fund balance surplus/(deficit) as of September 30, 2026					<u>\$ 37,268</u>

**SILVER OAKS
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2024 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/01/25			263,566.25	263,566.25	9,370,000.00
05/01/26	140,000.00	4.700%	263,566.25	403,566.25	9,230,000.00
11/01/26			260,276.25	260,276.25	9,230,000.00
05/01/27	145,000.00	4.700%	260,276.25	405,276.25	9,085,000.00
11/01/27			256,868.75	256,868.75	9,085,000.00
05/01/28	150,000.00	4.700%	256,868.75	406,868.75	8,935,000.00
11/01/28			253,343.75	253,343.75	8,935,000.00
05/01/29	160,000.00	4.700%	253,343.75	413,343.75	8,775,000.00
11/01/29			249,583.75	249,583.75	8,775,000.00
05/01/30	165,000.00	4.700%	249,583.75	414,583.75	8,610,000.00
11/01/30			245,706.25	245,706.25	8,610,000.00
05/01/31	175,000.00	4.700%	245,706.25	420,706.25	8,435,000.00
11/01/31			241,593.75	241,593.75	8,435,000.00
05/01/32	185,000.00	5.550%	241,593.75	426,593.75	8,250,000.00
11/01/32			236,460.00	236,460.00	8,250,000.00
05/01/33	195,000.00	5.550%	236,460.00	431,460.00	8,055,000.00
11/01/33			231,048.75	231,048.75	8,055,000.00
05/01/34	205,000.00	5.550%	231,048.75	436,048.75	7,850,000.00
11/01/34			225,360.00	225,360.00	7,850,000.00
05/01/35	220,000.00	5.550%	225,360.00	445,360.00	7,630,000.00
11/01/35			219,255.00	219,255.00	7,630,000.00
05/01/36	230,000.00	5.550%	219,255.00	449,255.00	7,400,000.00
11/01/36			212,872.50	212,872.50	7,400,000.00
05/01/37	245,000.00	5.550%	212,872.50	457,872.50	7,155,000.00
11/01/37			206,073.75	206,073.75	7,155,000.00
05/01/38	260,000.00	5.550%	206,073.75	466,073.75	6,895,000.00
11/01/38			198,858.75	198,858.75	6,895,000.00
05/01/39	270,000.00	5.550%	198,858.75	468,858.75	6,625,000.00
11/01/39			191,366.25	191,366.25	6,625,000.00
05/01/40	285,000.00	5.550%	191,366.25	476,366.25	6,340,000.00
11/01/40			183,457.50	183,457.50	6,340,000.00
05/01/41	305,000.00	5.550%	183,457.50	488,457.50	6,035,000.00
11/01/41			174,993.75	174,993.75	6,035,000.00
05/01/42	320,000.00	5.550%	174,993.75	494,993.75	5,715,000.00
11/01/42			166,113.75	166,113.75	5,715,000.00
05/01/43	340,000.00	5.550%	166,113.75	506,113.75	5,375,000.00
11/01/43			156,678.75	156,678.75	5,375,000.00
05/01/44	360,000.00	5.550%	156,678.75	516,678.75	5,015,000.00
11/01/44			146,688.75	146,688.75	5,015,000.00
05/01/45	380,000.00	5.850%	146,688.75	526,688.75	4,635,000.00
11/01/45			135,573.75	135,573.75	4,635,000.00
05/01/46	405,000.00	5.850%	135,573.75	540,573.75	4,230,000.00
11/01/46			123,727.50	123,727.50	4,230,000.00
05/01/47	425,000.00	5.850%	123,727.50	548,727.50	3,805,000.00
11/01/47			111,296.25	111,296.25	3,805,000.00
05/01/48	455,000.00	5.850%	111,296.25	566,296.25	3,350,000.00

**SILVER OAKS
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2024 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/01/48			97,987.50	97,987.50	3,350,000.00
05/01/49	480,000.00	5.850%	97,987.50	577,987.50	2,870,000.00
11/01/49			83,947.50	83,947.50	2,870,000.00
05/01/50	510,000.00	5.850%	83,947.50	593,947.50	2,360,000.00
11/01/50			69,030.00	69,030.00	2,360,000.00
05/01/51	540,000.00	5.850%	69,030.00	609,030.00	1,820,000.00
11/01/51			53,235.00	53,235.00	1,820,000.00
05/01/52	570,000.00	5.850%	53,235.00	623,235.00	1,250,000.00
11/01/52			36,562.50	36,562.50	1,250,000.00
05/01/53	605,000.00	5.850%	36,562.50	641,562.50	645,000.00
11/01/53			18,866.25	18,866.25	645,000.00
05/01/54	645,000.00	5.850%	18,866.25	663,866.25	-
Total	9,370,000.00		10,100,785.00	19,470,785.00	

**SILVER OAKS
COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT COMPARISON
PROJECTED FISCAL YEAR 2026 ASSESSMENTS**

Landowner Contributions GF and Off-Roll Assessments DSF					
		FY 2026 O&M			FY 2025
		Landowner	FY 2026 DS	FY 2026 Total	Total
Product/Parcel	Units	Contribution	Assessment	Assessment	Assessment
		per Unit	per Unit	per Unit	per Unit
TH	234	\$ 1,678.05	\$ 1,976.03	\$ 3,654.08	\$ 3,416.74
SF	82	1,678.05	2,470.03	4,148.08	3,910.74
Total	316				

SILVER OAKS

COMMUNITY DEVELOPMENT DISTRICT

13

RESOLUTION 2025-05

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SILVER OAKS
COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND
LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE
DISTRICT FOR FISCAL YEAR 2025/2026 AND PROVIDING FOR AN EFFECTIVE DATE**

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

WHEREAS, the District is required by Section 189.015, *Florida Statutes*, to file quarterly, semi-annually, or annually a schedule (including date, time, and location) of its regular meetings with local governing authorities; and

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

WHEREAS, the Board desires to adopt the Fiscal Year 2025/2026 meeting schedule attached as **Exhibit A**.

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE
SILVER OAKS COMMUNITY DEVELOPMENT DISTRICT:**

1. ADOPTING FISCAL YEAR 2025/2026 ANNUAL MEETING SCHEDULE. The Fiscal Year 2025/2026 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

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

PASSED AND ADOPTED this 17th day of April, 2025.

ATTEST:

**SILVER OAKS COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

SILVER OAKS COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2025/2026 MEETING SCHEDULE		
LOCATION		
<i>Verano Social Clubhouse, 10291 SW Visconti Way, Port St. Lucie, Florida 34986</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 16, 2025	Regular Meeting	11:15 AM*
November 20, 2025	Regular Meeting	11:15 AM*
December 18, 2025	Regular Meeting	11:15 AM*
January 15, 2026	Regular Meeting	11:15 AM*
February 19, 2026	Regular Meeting	11:15 AM*
March 19, 2026	Regular Meeting	11:15 AM*
April 16, 2026	Regular Meeting	11:15 AM*
May 21, 2026	Regular Meeting	11:15 AM*
June 18, 2026	Regular Meeting	11:15 AM*
July 16, 2026	Regular Meeting	11:15 AM*
August 20, 2026	Regular Meeting	11:15 AM*
September 17, 2026	Regular Meeting	11:15 AM*
<i>*Meetings will commence at 11:15 a.m., or immediately following the adjournment of the Solaeris Community Development District and Preserve at Savannah Lakes Community Development District meetings, respectively</i>		

SILVER OAKS

COMMUNITY DEVELOPMENT DISTRICT

14

RESOLUTION 2025-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SILVER OAKS COMMUNITY DEVELOPMENT DISTRICT APPROVING THE FLORIDA STATEWIDE MUTUAL AID AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the State Emergency Management Act, Chapter 252, Florida Statutes, authorizes the state and its political subdivisions to develop and enter into mutual aid agreements for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted; and

WHEREAS, the Board of Supervisors of the Silver Oaks Community Development District desires to move forward and approve an agreement with the State of Florida, Division of Emergency Management, concerning the Statewide Mutual Aid Agreement; and

WHEREAS, the Florida Department of Economic Opportunity requires an independent special district to participate in the Statewide Mutual Aid Agreement to be eligible for funds under Administrative Rule 9G-1.9, Base Funding for County Emergency Management Agencies and Municipal Competitive Grant and Loan Programs;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SILVER OAKS COMMUNITY DEVELOPMENT DISTRICT THAT:

1. RECITALS. The foregoing “**WHEREAS**” clauses are true and correct and are hereby ratified and confirmed by the Board of Supervisors.

2. APPROVAL OF AGREEMENT. The execution of the attached Statewide Mutual Aid Agreement is hereby authorized, and the Agreement is hereby approved.

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

PASSED AND ADOPTED this 17th day of April, 2025.

ATTEST:

**SILVER OAKS COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A

Statewide Mutual Aid Agreement



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

STATEWIDE MUTUAL AID AGREEMENT - 2023

This Agreement is an acknowledgment of receipt by the Florida Division of Emergency Management ("the Division") and the local government ("Participating Party") signing this Agreement. Execution of this agreement replaces all previous iterations and is active until a new agreement is drafted and requested by The Division.

This Agreement is based on the existence of the following conditions:

- A. The State of Florida is vulnerable to a wide range of emergencies and disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.
- B. Such emergencies and disasters often exceed the emergency response and recovery capabilities of any one county or local government.
- C. Such incidents may also give rise to unusual and unanticipated physical and technical needs which a local government cannot meet with existing resources, but that other local governments within the State of Florida may be able to provide.
- D. The Emergency Management Act, chapter 252, *Florida Statutes*, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid in case of emergencies too extensive to be dealt with unassisted, and through such agreements ensure the timely reimbursement of costs incurred by the local governments which render such assistance.
- E. Pursuant to chapter 252.32, *Florida Statutes*, the Division renders mutual aid among the political subdivisions of the state to carry out emergency management functions and responsibilities.
- F. Pursuant to chapter 252, *Florida Statutes*, the Division has the authority to coordinate and direct emergency management assistance between local governments and concentrate available resources where needed.

Based on the existence of the foregoing conditions, the Parties agree to the following articles:

ARTICLE I: DEFINITIONS

As used in this Agreement, the following expressions shall have the following meanings:

- A. The "Agreement" is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement ("SMAA").



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. The “Division” is the Florida Division of Emergency Management.
- C. A “Requesting Party” to this Agreement is a Participating Party who requests assistance under this agreement.
- D. An “Assisting Party” to this Agreement is a Participating Party who provides assistance to a Requesting Party under this agreement.
- E. The “Period of Assistance” is the time during which an Assisting Party renders assistance to a Requesting Party under this agreement and includes the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return to their place of origin.
- F. A “Mission” is a documented emergency response activity performed during a Period of Assistance, usually in reference to one operational function or activity.
- G. A “local government” is any educational district, special district, or any entity that is a “local governmental entity” within the meaning of section 11.45(1)(g), *Florida Statutes*.
- H. An “educational district” is any school district within the meaning of section 1001.30, *Florida Statutes*, and any Florida College System Institution or State University within the meaning of section 1000.21, *Florida Statutes*.
- I. A “special district” is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), *Florida Statutes*, established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.
- J. A “tribal council” is the respective governing bodies of the Seminole Tribe of Florida and Miccosukee Tribe of Indians recognized as special improvement district by section 285.18(1), *Florida Statutes*.
- K. An “interlocal agreement” is any agreement between local governments within the meaning of section 163.01(3)(a), *Florida Statutes*.
- L. A “Resource Support Agreement” as used in this Agreement refers to a supplemental agreement of support between a Requesting Party and an Assisting Party.
- M. “Proof of work” as used in this Agreement refers to original and authentic documentation of a single individual or group of individuals’ emergency response activity at a tactical level.



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Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- N. "Proof of payment" as used in this Agreement refers to original and authentic documentation of an emergency response expenditure made by an Assisting Party.
- O. A "Reimbursement Package" as used in this Agreement refers to a full account of mission response documentation supported by proof of work and proof of payment.
- P. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act, Chapter 252, *Florida Statutes*.

ARTICLE II: APPLICABILITY OF THE AGREEMENT

Any Participating Party, including the Division, may request assistance under this Agreement for a "major disaster" or "catastrophic disaster" as defined in section 252.34, *Florida Statutes*, minor disasters, and other such emergencies as lawfully determined by a Participating Party.

ARTICLE III: INVOCATION OF THE AGREEMENT

In the event of an emergency or anticipated emergency, a Participating Party may request assistance under this Agreement from any other Participating Party or the Division if, in the judgement of the Requesting Party, its own resources are inadequate to meet the needs of the emergency or disaster.

- A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the Requesting Party. All requests for assistance under this Agreement shall be transmitted by the Requesting Party to another Participating Party or the Division. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.
- B. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate and coordinate the activities of the Assisting Parties to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

ARTICLE IV: RESPONSIBILITIES OF REQUESTING PARTIES

To the extent practicable, all Requesting Parties shall provide the following information to their respective county emergency management agency, the Division, and the intended Assisting Party or Parties. In providing such information, Requesting Parties should utilize Section I of the



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#)¹.

- A. A description of the Mission to be performed by the Assisting Party;
- B. A description of the resources and capabilities needed to complete the Mission successfully;
- C. The location, date, and time personnel and resources from the Assisting Party should arrive at the incident site, staging area, facility, or other location designated by the Requesting Party;
- D. A description of the health, safety, and working conditions expected for deploying personnel;
- E. Lodging and meal availability;
- F. Any logistical requirements;
- G. A description of any location or facility outside the territorial jurisdiction of the Requesting Party needed to stage incoming resources and personnel;
- H. The location date, and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and
- I. A technical description of any communications equipment needed to ensure effective information sharing between the Requesting Party, any Assisting Parties, and all relevant responding entities.

ARTICLE V: RESPONSIBILITIES OF ASSISTING PARTIES

Each Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources, and capabilities can render assistance. If upon receiving a request for assistance under this Agreement a Party determines that it has the capacity to render some or all of such assistance, it shall provide the following information without delay to the Requesting Party, the Division, and the Assisting Party's County emergency management agency. In providing such information, the Assisting Party should utilize the Section II of the Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#).

¹ FDEM approved documents such as activity logs and mutual aid forms can be found at:
https://portal.floridadisaster.org/projects/FROC/FROC_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D0686%7D



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Ron DeSantis, Governor

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- A. A description of the personnel, equipment, supplies, services and capabilities it has available, together with a description of the qualifications of any skilled personnel;
- B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;
- C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services to the location(s) specified by the Requesting Party;
- D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties;
- E. The names and contact information of all personnel whom the Assisting Party has designated as team leaders or supervisors; and
- F. An estimated cost for the provision of assistance.

ARTICLE VI: RENDITION OF ASSISTANCE

The Requesting Party shall afford the emergency response personnel of all Assisting Parties, while operating within the jurisdictional boundaries of the Requesting Party, the same powers, duties, rights, and privileges, except that of arrest unless specifically authorized by the Requesting Party, as are afforded the equivalent emergency response personnel of the Requesting Party. Emergency response personnel of the Assisting Party will remain under the command and control of the Assisting Party, but during the Period of Assistance, the resources and responding personnel of the Assisting Party will perform response activities under the operational and tactical control of the Requesting Party.

- A. Unless otherwise agreed upon between the Requesting and Assisting Party, the Requesting Party shall be responsible for providing food, water, and shelter to the personnel of the Assisting Party. For Missions performed in areas where there are insufficient resources to support responding personnel and equipment throughout the Period of Assistance, the Assisting Party shall, to the fullest extent practicable, provide their emergency response personnel with the equipment, fuel, supplies, and technical resources necessary to make them self-sufficient throughout the Period of Assistance. When requesting assistance, the Requesting Party may specify that Assisting Parties send only self-sufficient personnel and resources but must specify the length of time self-sufficiency should be maintained.



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Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. Unless the Requesting Party has specified the contrary, it shall, to the fullest extent practicable, coordinate all communications between its personnel and the responding personnel of the Assisting Parties, and shall determine and share the frequencies and other technical specifications of all communications equipment to be used, as appropriate, with the deployed personnel of the Assisting Parties.
- C. Personnel of the Assisting Party who render assistance under this Agreement shall receive the usual wages, salaries, and other compensation as are normally afforded to personnel for emergency response activities within their home jurisdiction, and shall have all the immunities, rights, interests, and privileges applicable to their normal employment. If personnel of the Assisting Party hold local licenses or certifications limited to the jurisdiction of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the Period of Assistance.

ARTICLE VII: REIMBURSEMENT

After the Period of Assistance has ended, the Assisting Party shall have 45 days to develop a full reimbursement package for services rendered and resources supplied during the Period of Assistance. All expenses claimed to the Requesting Party must have been incurred in direct response to the emergency as requested by the Requesting Party and must be supported by proof of work and proof of payment.

To guide the proper documentation and accountability of expenses, the Assisting Party should utilize the Claim Summary Form, available via the [Division approved documents SharePoint site](#) as a guide and summary of expense to collect information to then be formally submitted for review by the Requesting Party.

To receive reimbursement for assistance provided under this agreement, the Assisting Party shall provide, at a minimum, the following supporting documentation to the Requesting Party unless otherwise agreed upon between the Requesting and Assisting Parties:

- A. A complete and authentic description of expenses incurred by the Assisting Party during the Period of Assistance;
- B. Copy of a current and valid Internal Revenue Service W-9 Form;
- C. Copies of all relevant payment and travel policies in effect during the Period of Assistance;
- D. Daily personnel activity logs demonstrating emergency response activities performed for all time claimed (for FDEM reimbursement Division approved activity logs will be required for personnel activity claims);



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- E. Official payroll and travel reimbursement records for all claimed personnel expenses;
- F. Neat and comprehensive fringe benefit calculations for each position class or category of claimed personnel;
- G. Written justification for all additional expenses/purchases incurred during the Period of Assistance;
- H. Proof of payment for additional/miscellaneous expenses incurred during the Period of Assistance
- I. Equipment activity logs demonstrating equipment use and operation in support of emergency response activities for all time claimed (for FDEM reimbursement Division approved forms will be required for equipment activity claims);
- J. Proof of reimbursement to all employees who incurred emergency response expenses with personal money;
- K. Justification for equipment repair expenses; and
- L. Copies of any applicable supporting agreements or contracts with justification.

If a dispute or disagreement regarding the eligibility of any expense arises, the Requesting Party, Assisting Party, or the Division may elect binding arbitration. If binding arbitration is elected, the Parties must select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Division, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties and shall be final.

If the Participating Parties do not elect binding arbitration, this agreement and any disputes arising thereunder shall be governed by the laws of the State of Florida and venue shall be in Leon County, Florida. Nothing in this Agreement shall be construed to create an employer-employee relationship or a partnership or joint venture between the participating parties. Furthermore, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.



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ARTICLE VIII: COST ELIGIBLE FOR REIMBURSEMENT

The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

- A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.
- B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA' s Schedule of Equipment, or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.
- C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage, and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like



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supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

- D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida. Upon reasonable notice, the Assisting Party shall make its records available the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

ARTICLE IX: INSURANCE

Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

- A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall be provided to each Participating Party.
- B. Participating Parties may elects additional insurance affording liability coverage for any activities that may be performed under the authority of this Agreement .
- C. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.
- D. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties and shall not be deemed to be the agent of any other Participating Party.
- E. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.
- F. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

ARTICLE X: GENERAL REQUIREMENTS

Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

- A. All Participating Parties shall allow public access to all documents, papers, letters, or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.
- B. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.
- C. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.
- D. Any communication to the Division under this Agreement shall be sent via either email, the Division of Emergency Managements Enterprise System (DEMES), or mail to the Response Bureau, Florida Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.
- E. Any communication to a Participating Party shall be sent to the official or officials specified by that Participating Party. For the purpose of this section, any such communication may be sent by the U.S. Mail, e-mail, or other electronic platforms.

ARTICLE XI: EFFECTS OF AGREEMENT

Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

- A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, responsibilities, and obligations of that Participating Party under the Statewide Mutual Aid Agreement of 1994, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Statewide Mutual Aid Agreement of 1994, regardless of whether such costs are billed or unbilled.
- B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under the Public Works Mutual Aid Agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Public Works Mutual Aid Agreement,



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

regardless of whether such costs are billed or unbilled.

- C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.
- D. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before the renewal date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.
- E. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with section E of this Article.
- F. A Participating Party may rescind this Agreement at will after providing the other Participating Party a written SMAA withdrawal notice. Such notice shall be provided at least 30 days prior to the date of withdrawal. This 30-day withdrawal notice must be: written, signed by an appropriate authority, duly authorized on the official letterhead of the Participating Party, and must be sent via email, the Division of Emergency Managements Enterprise System (DEMES), or certified mail.

ARTICLE XII: INTERPRETATION AND APPLICATION OF AGREEMENT

The interpretation and application of this Agreement shall be governed by the following conditions:

- A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.
- B. Time shall be of the essence of this Agreement, and of the performance of all conditions, obligations, duties, responsibilities, and promises under it.
- C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Parties may be required to execute the Agreement with the adopted changes. Any continued or subsequent use of this Agreement following the posting of minor changes to this Agreement shall signify implied acceptance of such changes.
- E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

NOTE: This iteration of the State of Florida Statewide Mutual Aid Agreement will replace all previous versions.

The Division shall provide reimbursement to Assisting Parties in accordance with the terms and conditions set forth in this Article for missions performed at the direct request of the Division. Division reimbursement eligible expenses must be in direct response to the emergency as requested by the State of Florida. All required cost estimations and claims must be executed through the DEMES Mutual Aid Portal and assisting agencies must use all required [FDEM forms](#) for documentation and cost verification. If a Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance.

FDEM reserves the right to deny individual reimbursement requests if deemed to not be in direct response to the incident for which asset was requested.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the date specified below:



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF _____ COUNTY,
STATE OF FLORIDA

By: _____

Clerk or Deputy Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

County Attorney



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A CITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CITY CLERK

CITY OF _____
STATE OF FLORIDA

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Approved as to Form:

By: _____

City Attorney



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY SHERIFF'S OFFICE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

COUNTY SHERIFF'S OFFICE, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for Entity



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY OR CITY FIRE DEPARTMENT/DISTRICT OFFICE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

COUNTY OR CITY FIRE DEPARTMENT/DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for Entity



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY AN EDUCATIONAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____ SCHOOL DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY COMMUNITY COLLEGE OR STATE UNIVERSITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES
OF _____
COMMUNITY COLLEGE,
STATE OF FLORIDA

BOARD OF TRUSTEES
OF _____
UNIVERSITY,
STATE OF FLORIDA

By: _____

Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Board



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A SPECIAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____ SPECIAL DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY AN AUTHORITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES
OF _____
AUTHORITY,
STATE OF FLORIDA

By: _____

Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Board



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A NATIVE AMERICAN TRIBE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

TRIBAL COUNCIL OF THE
_____ TRIBE OF FLORIDA

By: _____

Council Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Council



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

SILVER OAKS
COMMUNITY DEVELOPMENT DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: 04/17/2025

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

SAMPLE AUTHORIZING RESOLUTION FOR ADOPTION OF STATEWIDE MUTUAL AID AGREEMENT

RESOLUTION NO. _____

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

NOW, THEREFORE, be it resolved by _____

_____ that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

ADOPTED BY: _____

DATE: _____

I certify that the foregoing is an accurate copy of the Resolution adopted by

_____ on _____.

BY: _____

TITLE: _____

DATE: _____

SILVER OAKS

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS AI

CHANGE ORDER NO. 4

Date of Issuance: **December 12, 2023** Effective Date: _____

Project: Silver Oaks	District: Silver Oaks Community Development District	District's Contract No.:
Contract: Contractor Agreement – Silver Oaks		Date of Contract: June 24, 2022 Assigned to District on September 26, 2022
Contractor: CK Contractors and Development, LLC		Architect's/Engineer's Project No.:

The foregoing agreement is modified as follows upon execution of this Change Order:

Description: **Import of fill, see attached Exhibit A**

Attachments: **See attached Exhibit A**

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$14,763,378.00

Increase/**Decrease** from prior Change Orders:

(\$2,602,093.69)

Contract Price prior to this Change Order:

\$12,161,284.31

Increase/Decrease of this Change Order:

\$2,905,416.00

Contract Price incorporating this Change Order:

\$15,066,700.31

CHANGE IN CONTRACT TIMES:

Original Contract Working days Calendar days

Times:

Substantial completion (days or date):

Ready for final payment (days or date):

Increase/Decrease from previously approved Change Orders

No. _____ to No. _____:

Substantial completion (days):

Ready for final payment (days):

Contract Times prior to this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

Increase/Decrease of this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

Contract Times with all approved Change Orders:

Substantial completion (days or date):

Ready for final payment (days or date):

RECOMMENDED BY:
MICHAEL B. SCHORAH AND ASSOCIATES INC.

By: _____

Title: District Engineer

Date: 2/6/25

ACCEPTED:
SILVER OAKS COMMUNITY DEVELOPMENT DISTRICT

By: _____

Title: Chair

Date: 2/4/2025

ACCEPTED:
CK CONTRACTORS AND DEVELOPMENT LLC

By: _____

Title: _____

Date: _____



Office Address:

1100 Technology Place, Suite 122

West Palm Beach, Florida 33407

Phone: (561) 932-1070

Fax: (561) 228-8918

To:	CRE-KL Sliver Oaks Owner	Contact:	Justin Frye
Address:	14025 Riverbridge Drive, Suite 175 Tampa, FL 33637	Phone:	
		Fax:	
Project Name:	Silver Oaks	Bid Number:	5134 - R8 CO #4R1
Project Location:	St Lucie County, Port St. Lucie, FL	Bid Date:	10/13/2023

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Earthwork - Phase 1				
Perform Site Fill - Place & Compact	63,283.00	CY	\$2.00	\$126,566.00
Import Structural Fill	63,283.00	CY	\$21.00	\$1,328,943.00
Turbidity Curtain	3,300.00	LF	\$20.00	\$66,000.00
Furnish And Install Silt Fencing	-3,300.00	LF	\$2.00	(\$6,600.00)
Turbidity Testing - 2X Per Day	87.00	DY	\$530.00	\$46,110.00
Total Price for above Earthwork - Phase 1 Items:				\$1,561,019.00
Earthwork - Phase 2				
Perform Site Fill - Place & Compact	49,329.00	CY	\$2.00	\$98,658.00
Import Structural Fill	49,329.00	CY	\$21.00	\$1,035,909.00
Turbidity Curtain	4,050.00	LF	\$20.00	\$81,000.00
Furnish And Install Silt Fencing	-4,050.00	LF	\$2.00	(\$8,100.00)
Turbidity Testing - 2X Per Day	110.00	DY	\$530.00	\$58,300.00
Total Price for above Earthwork - Phase 2 Items:				\$1,265,767.00
Earthwork - Phase 3				
Turbidity Curtain	2,425.00	LF	\$20.00	\$48,500.00
Furnish And Install Silt Fencing	-2,425.00	LF	\$2.00	(\$4,850.00)
Turbidity Testing - 2X Per Day	66.00	DY	\$530.00	\$34,980.00
Total Price for above Earthwork - Phase 3 Items:				\$78,630.00

Total Bid Price: \$2,905,416.00**Notes:**

- Change Order is based upon the Fill Import that will be needed for this Project. All fill billing will have truck loads tickets to utilize for what was delivered.
- This Change Order Import Fill price is only valid for (5) five calendar days from the date of this Change Order. If not executed and returned within those (5) five calendar days, the import price will then become invalid.
- Place and Compact pricing has utilized the previously established unit price per Cubic Yard.
- All Import of Fill utilized for this Project will have a sieve analysis provided prior to delivering to the job site.
- For the Import Fill for Phase 2 and Phase 3, if more cost effective fill is encountered that meets the acceptable style soil conditions tested by a certified testign lab that is aggreed upon between CK and Kotler Land, then new pricing can be utilized.
- Updated Schedule has been provided with this Change Order and will need to be included as an exhibit to this Change Order.
- Silt Fence deductive has been included as it will be not used iluei the yellow turbidity curtain application.
- Silt Fence within this Change Order shall be billed in conjunction with the items in the existing Contract.
- If Recharge Trench is mandated, then a price of \$23.00 per LF will be mandated from the Owner.
- Cost of recharge trench includes being built per detail section and maintained through the life of the trench needs for dewatering adjacent to the Wetlands if needed. In addition the trench will be cleaned out and desilted and compacted throughout the entire linear footage of ditch built.
- It is noted that the SFWMD field staff has recommended that Turdity Curtain be utilizes inleui the Recharge Trench. This Change Order reflects the turrbidity installation (1) one time.
- All Turbidity Testing within this Change Order is based upon SFWMD requirements within the dewatering permit of 2x times per day at all (5) five locations as shown on the dewatering plans.

- All Recharge Trench and Turbidity Testing is based upon Final Dewatering plan provided by Kolter Land and finalized by SFWMD.
- Forthcoming change order for phase 3 import will be submitted upon price and material agreement between CK and Kolter Land.

<p>ACCEPTED:</p> <p>The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED:</p> <p>CK Contractors & Development Florida</p> <p>Authorized Signature: _____</p> <p>Estimator: Chris Champion</p>
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SILVER OAKS

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS AII

CHANGE ORDER NO. 5Date of Issuance: **December 12, 2023** Effective Date: _____

Project: Silver Oaks	District: Silver Oaks Community Development District	District's Contract No.:
Contract: Contractor Agreement – Silver Oaks		Date of Contract: June 24, 2022 Assigned to District on September 26, 2022
Contractor: CK Contractors and Development, LLC		Architect's/Engineer's Project No.:

The foregoing agreement is modified as follows upon execution of this Change Order:

Description: **Bond for new contract amount**Attachments: **See attached Exhibit A****CHANGE IN CONTRACT PRICE:**

Original Contract Price:

\$14,763,378.00

Increase/Decrease from prior Change Orders:

\$303,322.31

Contract Price prior to this Change Order:

\$15,066,700.31

Increase/Decrease of this Change Order:

\$314,025.78

Contract Price incorporating this Change Order:

\$15,380,726.09**CHANGE IN CONTRACT TIMES:**

Original Contract Working days Calendar days

Times:

Substantial completion (days or date):

Ready for final payment (days or date):

Increase/Decrease from previously approved Change Orders

No. _____ to No. _____:

Substantial completion (days):

Ready for final payment (days):

Contract Times prior to this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

Increase/Decrease of this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

Contract Times with all approved Change Orders:

Substantial completion (days or date):

Ready for final payment (days or date):

RECOMMENDED BY:

MICHAEL B. SCHORAH AND ASSOCIATES INC.

By: _____

Title: District EngineerDate: 2/6/25

ACCEPTED:

SILVER OAKS COMMUNITY DEVELOPMENT DISTRICT

By: _____

Title: _____

Date: _____

2/4/2025

ACCEPTED:

CK CONTRACTORS AND DEVELOPMENT LLC

By: _____

Title: _____

Date: _____



Office Address:

1100 Technology Place, Suite 122
West Palm Beach, Florida 33407

Phone: (561) 932-1070

Fax: (561) 228-8918

To:	Silver Oaks CDD	Contact:	Justin Frye
Address:	2300 Glades Road, Suite 410W Boca Raton, FL 33431	Phone:	
		Fax:	
Project Name:	Silver Oaks	Bid Number:	5134 - R8 CO #5
Project Location:	St Lucie County, Port St. Lucie, FL	Bid Date:	11/27/2023

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Construction Bond				
Construction Bond For Project	0.02	LS	\$15,701,289.18	\$314,025.78
Total Price for above Construction Bond Items:				\$314,025.78

Total Bid Price: \$314,025.78

Notes:

- Change Order is based upon client requesting Construction Bonds for the new amount of Contract.
- Any Change Orders after this time frame will have an additional 2% added to any pricing to keep the overall bond amount in alignment with overall contractual value of this Contract.
- Bond amount is based upon the current 16 to 18 month build out. In the event that there are delays throughout the construction phase of this Project that exceed 24 months which are documented weather, permitting or any other unforeseen delays from others parties, then 1% fee per month will prevail for every month after the 24 month period of this said Bond amount.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

CK Contractors & Development Florida

Authorized Signature: _____

Estimator: _____

SILVER OAKS

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS AIII

CHANGE ORDER NO. 6Date of Issuance: January 10, 2025 Effective Date: _____

Project: Silver Oaks	District: Silver Oaks Community Development District	District's Contract No.:
Contract: Contractor Agreement – Silver Oaks		Date of Contract: June 24, 2022 Assigned to District on September 26, 2022
Contractor: CK Contractors and Development, LLC		Architect's/Engineer's Project No.:

The foregoing agreement is modified as follows upon execution of this Change Order:

Description: **Tilton Rd drainage**Attachments: **See attached Exhibit A****CHANGE IN CONTRACT PRICE:**

Original Contract Price:

\$14,763,378.00

Increase/Decrease from prior Change Orders:

\$617,348.09

Contract Price prior to this Change Order:

\$15,380,726.09

Increase/Decrease of this Change Order:

\$234,185.00

Contract Price incorporating this Change Order:

\$15,614,911.09**CHANGE IN CONTRACT TIMES:**

Original Contract Working days Calendar days

Times:

Substantial completion (days or date):

Ready for final payment (days or date):

Increase/Decrease from previously approved Change Orders

No. _____ to No. _____:

Substantial completion (days):

Ready for final payment (days):

Contract Times prior to this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

Increase/Decrease of this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

Contract Times with all approved Change Orders:

Substantial completion (days or date):

Ready for final payment (days or date):

RECOMMENDED BY:

MICHAEL B. SCHORAH AND ASSOCIATES INC.

By: _____

Title: **District Engineer**Date: **2/6/25**

ACCEPTED:

SILVER OAKS COMMUNITY DEVELOPMENT DISTRICT

By: _____

Title: **Chair**Date: **1/15/2025**

ACCEPTED:

CK CONTRACTORS AND DEVELOPMENT LLC

By: _____

Title: _____

Date: _____



Office Address:

1100 Technology Place, Suite 122

West Palm Beach, Florida 33407

Phone: (561) 932-1070

Fax: (561) 228-8918

To:	Kolter Land Development	Contact:	
Address:	105 NE 1st St. Delray Beach, FL 33444	Phone:	
		Fax:	
Project Name:	Silver Oaks - Change Order #12 - Tilton Rd. Offsite	Bid Number:	5134 - R8
Project Location:	St Lucie County, Port St. Lucie, FL	Bid Date:	

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
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General Conditions

Mobilization / Supervision / General Conditions	1.00	LS	\$31,000.00	\$31,000.00
Survey And As-Built	1.00	LS	\$3,450.00	\$3,450.00
MOT	1.00	LS	\$6,350.00	\$6,350.00

Total Price for above General Conditions Items: \$40,800.00**Earthwork**

Perform Swale Reconstruction	1.00	LS	\$3,050.00	\$3,050.00
Fine Grade Swale	1.00	EACH	\$1,015.00	\$1,015.00
Bahia Sod	1,500.00	SF	\$0.70	\$1,050.00

Total Price for above Earthwork Items: \$5,115.00**Storm Drainage - Offsite - Tilton Road**

24" RCP Storm Pipe	61.00	LF	\$165.00	\$10,065.00
36" RCP Storm Pipe	66.00	LF	\$265.00	\$17,490.00
36" Endwalls With Ped / Bicycle Rail	2.00	EACH	\$48,800.00	\$97,600.00
Type F Bubble Up	2.00	EACH	\$5,850.00	\$11,700.00
Type 1 Closed Flume Inlet With Ped / Bicycle Rail	1.00	EACH	\$37,500.00	\$37,500.00
Testing & Certification - Storm Drainage	1.00	LS	\$1,115.00	\$1,115.00

Total Price for above Storm Drainage - Offsite - Tilton Road Items: \$175,470.00**Roadway - Offsite - Tilton Road**

Roadway Restoration - Tilton Rd.	1.00	LS	\$12,800.00	\$12,800.00
----------------------------------	------	----	-------------	-------------

Total Price for above Roadway - Offsite - Tilton Road Items: \$12,800.00**Total Bid Price: \$234,185.00****ACCEPTED:**

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____**Signature:** _____**Date of Acceptance:** _____**CONFIRMED:****CK Contractors & Development Florida****Authorized Signature:** _____**Estimator:** _____

SILVER OAKS

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS B

Silver Oaks Outdoor Solar Lighting Service Agreement

This Outdoor Solar Lighting Service Agreement (the “**Agreement**”), is made and entered into as of May 13th, 2024 (the “**Effective Date**”) by and between **GIG FIBER, LLC**, a Delaware limited liability company (the “**Company**”), whose address is 2502 N. Rocky Point Dr., Suite 1050, Tampa, Florida 33607; Attn: Mr. John Ryan, and **SILVER OAKS COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes (the “**Customer**”), whose mailing address is 2300 Glades Road, Suite 410W, Boca Raton, FL 33431.

WHEREAS, Company is in the business of constructing, maintaining, leasing and operating Street Lights (as defined below) to residential communities and projects; and

WHEREAS, Customer is a local unit of special purpose government under Chapter 190, Florida Statutes that performs certain administrative and operational functions pertaining to streets, roads, common and drainage facilities, and other infrastructure located within the development known as “Silver Oaks” located in St. Lucie County, Florida (the “**Community**”); and

WHEREAS, Customer and Company wish to enter into a lease of certain outdoor solar street lighting equipment for use in portions of the Community, as specified in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and obligations contained in this Agreement, and the covenants therein undertaken by or imposed upon the parties, Company and Customer each hereby agree as follows:

1. **Street Light Services.** Company agrees to provide solar street lights and solar street lighting services to Customer, and Customer agrees to engage Company, to provide installation and lighting services in accordance with this Agreement with respect to the following outdoor solar lighting equipment and systems: **Seventy Five (75) LED Solar Street Lights**, including all luminaires, storage batteries, support poles, lighting control equipment, hardware, and related equipment and fixtures (all of which, together with accessories, attachments, and replacement parts, shall be referred to collectively herein as the “**Street Lights**” and any single unit of which shall be referred to individually as a “**Street Light**”). Company shall provide such installation and lighting services for the Street Lights in accordance with this Agreement and the Approved Plans (as defined in Section 5 below) and also according to design, installation and construction plans and specifications prepared by Company and approved by Customer (the “**Installation Plans**”).

2. **Term of Agreement; Installation.**

a. **Term.** The term of this Agreement shall commence on the Effective Date, and shall expire, unless sooner terminated as provided in this Agreement, twenty (20) years after the Effective Date (the “**Term**”). The Term is subject to renewal during the first Renewal Term, and Second Renewal Term if they come into existence, as provided below.

b. **Installation Site; License.** The Street Lights shall be installed upon portions of the Community as described on Exhibit “A” attached hereto and incorporated herein

by this reference (the “**Installation Site**”), according to the Installation Plans and Approved Plans. Upon satisfaction of the Conditions (as provided in Section 4 below) and upon receipt of written notice from Customer that staking of the Installation Site by the Customer or its agent is complete, Company will promptly begin installation of the Street Lights on the Installation Site and complete installation with reasonable care and diligence subject to Force Majeure (defined herein). As a condition precedent to Company’s installation of the Street Lights, Customer shall stake the locations of the Street Lights on the Installation Site, at Customer’s expense, in accordance with the Installation Plans. Customer shall notify Company in writing when such staking is complete. During the Term of the Agreement, Customer shall grant Company and Company’s agents, employees, contractors and assignees an irrevocable, non-exclusive license running with the Installation Site (the “**License**”) for access to, on, over, under and across the Installation Site for the purposes of (i) installing, constructing, maintaining, accessing, removing and replacing the Street Lights, and (ii) performing all of Company’s obligations and enforcing all of Company’s rights set forth in this Agreement. The term of the License shall continue until the date that is one hundred and twenty (120) days following the date of expiration or termination of this Agreement (the “**License Term**”). During the License Term, Customer shall use commercially reasonable efforts to ensure that Company’s rights under the License and Company’s access to the Installation Site are preserved and protected. Customer shall not interfere, nor shall permit any third parties to interfere, with such rights or access. The grant of the License shall survive termination of this Agreement by either party for the duration of the License Term.

c. Agreement Year. For purposes of this Agreement, the term “**Agreement Year**” shall mean successive periods of twelve (12) consecutive months, beginning on the Effective Date, throughout the Term and any Renewal Terms that come into existence.

d. Renewal Terms. The term of this Agreement shall automatically renew on the same terms, conditions and provisions, except as otherwise expressly provided herein, for two (2) consecutive periods of sixty (60) months each (each being referred to as a “**Renewal Term**” and collectively, the “**Renewal Terms**”) unless either Company or Customer gives written notice of non-renewal to the other at least sixty (60) days prior to the expiration of the Term, or any subsequent Renewal Term. The Term and each Renewal Term that comes into existence are sometimes collectively referred to in this Agreement as the “**Term**.” At the sole option of Company and upon at least sixty (60) days prior written notice to Customer, no Renewal Term shall come into existence if an uncured Event of Default (as defined below) has occurred on the part of Customer and is then continuing under this Agreement.

3. **Monthly Service Fees; Escalations**. During the Term, Customer shall pay Company monthly service fees for the provision of street lighting by the Street Lights, in advance, as follows. Until the Service Fee escalation provided under subsection (a) below occurs, the Service Fee payable in each month of the Term shall be Fifty Dollars (\$50.00) for each installed and mechanically operational Street Light per month, together with all applicable sales, excise, rental, and use taxes and other Taxes (hereinafter defined) (collectively, the “**Service Fee**”). Regardless of the fact the Term of this Agreement commences on the Effective Date, no Service

Fee shall be payable until a Street Light has been installed and is mechanically operational. Service Fee payable with respect to any Street Light that is installed and mechanically operational for a period of less than an entire month shall be prorated based on the number of days in the month that the Street Light is installed and mechanically operational, in proportion to the total number of days in the month.

a. Service Fee Increases. Effective as of the anniversary of the Effective Date in each Agreement Year of the Term following the first Agreement Year, and each Renewal Term that comes into existence, Company shall have the right to review the Service Fee paid under this Agreement and increase it based on the percentage increase of the Price Index (hereafter defined) over the previous Agreement Year. In making the calculation, Company shall compare the level of the Price Index as of the second month prior to the then-current Agreement Year to the level as of the second month prior to the previous Agreement Year to determine the rate of increase. The Service Fee shall never decrease by reason of the foregoing calculation. The term "**Price Index**" means the Consumer Price Index for "All Urban Consumers" published by the Bureau of Labor Statistics of the United States Department of Labor for the "South Region," and "All Items," (1982- 84 = 100) or any successor or substitute index, appropriately adjusted.

b. Payment Coupon Books. For the convenience of Customer only, Company may invoice Customer for an entire Agreement Year by issuance of a coupon book for monthly payments. In such event, the coupons shall state (i) the Service Fee due, (ii) any additional charges incurred by Customer under this Agreement (if any), and (iii) the total amount due from Customer. Customer's obligation to timely pay amounts due under this Agreement shall not be affected by the failure of Company to issue a coupon book or any other invoice, or any inaccuracy in any coupon book or invoice if issued. Company shall have the right to update and issue to Customer updated coupon book(s) for monthly payments from time to time during any Agreement Year.

c. Payment Dates for Service Fee. Service Fee shall be payable in equal monthly installments in advance on the first (1st) day of each calendar month of each Agreement Year of the Term. Notwithstanding the foregoing, no Service Fee shall be payable until a Street Light has been installed and is mechanically operational. Customer agrees that the covenant to pay Service Fee and all other sums under this Agreement is an independent covenant and that all such amounts are payable without counterclaim, set-off, deduction, abatement, or reduction whatsoever, except as otherwise may be expressly provided for in this Agreement.

d. Service Fee Delinquencies. Any Service Fee payable by Customer to Company under this Agreement which is not paid within fifteen (15) days after the date due will be subject to (i) a late payment charge of five percent (5%) of the delinquent amount, and (ii) if any payment shall remain overdue for more than fifteen (15) days, interest on all such unpaid sums (other than the late charge), at a per annum rate equal to the lesser of the highest rate permitted by law under Chapter 218, Florida Statutes or eighteen percent (18%) (the "**Maximum Interest Rate**"), all as additional Service Fees under this Agreement.

e. Security Deposit. As security for the payment and performance of this Agreement by Customer, Customer agrees to deposit with Company a cash sum equal to One Hundred Dollars (\$100.00) multiplied by the number of Street Lights to be installed under this Agreement (“**Security Deposit**”). Company shall be entitled to commingle the Security Deposit with its other funds. If an Event of Default (as defined below) shall occur, Company may, at its option, apply all or part of the Security Deposit to compensate Company for any loss, damage, or expense sustained by Company as a result of such default.

f. Taxes. If applicable, the Service Fee shall include all Taxes (as hereafter defined) assessed on the services or the Street Lights, including without limitation any tangible personal property taxes on the Street Lights levied by any governmental authority. For purposes of this Section 3, “**Taxes**” means any federal, state, and local ad valorem, property, occupation, generation, privilege, sales, use, consumption, excise, transaction, and other taxes, regulatory fees, surcharges or other similar charges, but shall not include any income taxes or similar taxes imposed on Company’s revenues due to the services performed pursuant to this Agreement, which shall be Company’s responsibility. No additional reimbursement of Taxes for prior time periods shall be due from Customer to Company other than as included in the Service Fee set forth in the applicable coupon book or invoice, and any Taxes owed on the services which are not charged to Customer for prior periods shall be paid by the Customer in subsequent payments of the Service Fee pursuant to updated coupon book(s) and/or invoices provided by Company to Customer during the Term. Customer shall show Company as the owner of the Street Lights on all tax reports or returns, and deliver to Company a copy of each report or return and evidence of Customer’s payment of Taxes upon written request from Company. Customer and Company intend for U.S. federal income tax purposes that this Agreement will be treated as a “service contract,” pursuant to Section 7701(e)(3) of the Internal Revenue Code of 1986, as amended (the “**Code**”), and neither Customer nor Company shall take any position to the contrary unless required to do so pursuant to a “determination” within the meaning of Section 1313(a) of the Code.

4. **Conditions to Company Obligations.** Company’s obligations under this Agreement are conditioned upon (a) Company receiving a copy of this Agreement, executed by an officer of Customer, together with a binding resolution of the Board of Supervisor of Customer, confirming that the Board of Directors of the Association has approved and ratified the execution of this Agreement and the President of the Association is authorized and empowered to execute this Agreement to bind the Association; (b) Company receiving all necessary licenses, franchises, zoning, land use and other governmental approvals, and building permits necessary for the work described in this Agreement, including without limitation all such governmental permits and approvals as shall be necessary for installation, maintenance, repair and operation of the Street Lights upon the Installation Site (and Company shall diligently pursue all such licenses, permits and approvals); (c) Company’s receipt of written confirmation from any party holding a mortgage, lien, or other encumbrance over the Installation Site, if any, that such party will recognize Company’s rights under this Agreement for as long Company is not in default hereunder, and (d) Company having determined that all rights necessary, in Company’s reasonable judgment, for the

construction, installation, maintenance, and operation of the Street Lights in the location described in this Agreement have been obtained, and (e) all representations and warranties of Customer set forth in Section 20 of this Agreement below are true, complete, and correct in all respects. The foregoing are collectively referred to herein as the “**Conditions**.” Company may, in its sole discretion, with the prior written consent of Customer, in its sole discretion, waive any of the Conditions. If Company determines that the Conditions cannot be satisfied without expense, consumption of time, or liability to Company, Company may terminate this Agreement upon ten (10) days written notice to Customer without liability for costs or damages or triggering a default under this Agreement.

5. **Approval of Approved Plans and Change Orders.** The Street Lights shall be designed, configured and installed pursuant to the Installation Plans and a final design sketch and installation plans and specifications prepared by Company and approved by Customer and the engineer of record employed by the Community (the “**EOR**”) prior to installation of any Street Lights (the “**Approved Plans**”), which approval by Customer and the EOR shall not be unreasonably withheld. Customer agrees to approve or disapprove the foregoing submittals, or any subsequent re-submittals by Company in response to a disapproval by Customer, in writing, within ten (10) business days after receipt, failing which such submittals shall be deemed approved. Customer agrees to cause the EOR to approve or disapprove the foregoing submittals on the same schedule as applicable to Customer. If Customer (and/or EOR) responds to any submittals with a disapproval, Customer (and/or EOR) shall include therewith written comments stating in reasonable detail the changes necessary to achieve the requested approval. Upon Customer’s and the EOR’s approval or deemed approval of the final design sketch, installation plans, and specifications for the Street Lights, either Customer or Company may request the other party to this Agreement and the EOR to enter into an amendment to this Agreement or other written agreement to adopt and formalize the Approved Plans, in which case both parties shall promptly cooperate to effectuate such amendment or other written agreement to formalize the Approved Plans and Customer shall cause EOR to sign such written amendment or agreement. Any change order requested by Customer after Customer’s initial approval of the Approved Plans shall be in writing and shall be subject to the reasonable prior approval of Company, and agreement of the parties regarding additional cost and effect on the estimated date of completion and the Effective Date. Both Company and Customer must sign each change order for it to be effective, but the EOR shall not be required to sign each change order. If approved by Company, the Approved Plans shall be revised at Customer’s expense, and 100% of the cost of the change order shall be paid to Company by Customer in cash or check made payable to the Company in advance as a condition of any such change order.

6. **Damages During Construction.** Customer shall be responsible for all costs incurred to repair or replace any Street Lights which are damaged by Customer, its agents, employees, or authorized representatives, including, but not limited to, costs incurred to repair or relocate Street Lights to proper depths in response to a lowering of the grade of the soil above any conduit serving the Street Lights. Any damage or loss to Street Lights caused by windstorm, fire, flood, fallen trees vandalism, vehicular accident, or other cause not the result of any action or omission of Company shall be restored or repaired by Company at the expense of Customer.

7. **Customer Information and Preparation; Indemnification.** If applicable and requested by Company, and prior to the commencement of any work by Company at the Installation Site, Customer shall provide to Company a map/sketch (“**Underground Facilities Map**”) depicting the location of all underground facilities or equipment, including, but not limited to sanitary and storm water facilities, potable and irrigation water pipes and wells, septic tanks, swimming pool equipment, sprinkler systems, conduits, cables, valves, lines, fuel storage tanks, storm drainage systems, and any other buried underground facilities or equipment (collectively, “**Underground Facilities**”) at the Installation Site. Customer shall be responsible for any and all cost or liability for damage to Underground Facilities caused by Company to the extent such Underground Facilities were not identified, or incorrectly identified, on the Underground Facilities Map, except for any costs, liabilities, claims, losses and damages arising out of Company’s own negligence. Except for those claims, losses and damages arising out of Company’s negligence, and subject to the limitations under Section 768.28, Florida Statutes, Customer agrees to defend, at its own expense, and indemnify Company for any and all claims, losses and damages, including attorney’s fees and costs, which arise or are alleged to have arisen out of Customer’s failure to properly identify Underground Facilities. The term “damages” includes, but is not limited to, damage to the property of Customer, Company, or any third parties. For purposes of this indemnification, and any exculpation from liability provided under this Agreement, the “Company” shall be defined as Company, GIG Fiber, LLC, and all subsidiaries and affiliates thereof, and each of their respective officers, directors, affiliates, insurers, representatives, agents, servants, employees, contractors, or parent, sister, or successor entities.

8. **Environmental Attributes and Environmental Incentives.** Company is and shall be the owner of all Environmental Attributes and Environmental Incentives (as defined below) and is entitled to the benefit of all tax credits and benefits attributable to the Company’s ownership and operation of the Street Lights (“**Tax Credits**”), and Customer’s rights to services in connection with the Street Lights under this Agreement does not include Environmental Attributes, Environmental Incentives or the right to Tax Credits or any other attributes of ownership and operation of the Street Lights, all of which shall be retained by Company. Customer shall cooperate with Company (at no expense or liability to Customer) in obtaining, securing and transferring all Environmental Attributes and Environmental Incentives and the benefit of all Tax Credits, including by using the electric energy generated by the Street Lights in a manner necessary to qualify for such available Environmental Attributes, Environmental Incentives and Tax Credits. If any Environmental Incentives are paid directly to Customer, Customer shall immediately pay such amounts over to Company. “**Environmental Attributes**” means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the Street Lights, including any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants. Environmental Attributes include carbon trading credits, renewable energy credits or certificates, emissions reduction credits, and similar matters. “**Environmental Incentives**” means any credits, rebates, subsidies, payments or other incentives that relate to the use of technology incorporated into the Street Lights, environmental benefits of using the Street Lights, or other similar programs available from any utility or other regulated entity or any Governmental Authority.

9. **Non-Standard Service Charges.** Customer shall pay all costs associated with any additional Company facilities and services that are not included in the Approved Plans and are

thereafter requested in writing by Customer, including, but not limited to: installation of protective shields, bird deterrent devices, light trespass shields, and any devices required by local ordinances or regulations to control the level or duration of illumination, including any associated planning and engineering costs. Charges will also be assessed for light rotations and light pole relocations requested by Customer to the extent not included in the Approved Plans. Company will bill Customer the actual cost of such non-standard facilities and services as incurred and Customer shall pay such billed costs with the next installment of monthly Service Fee due from Customer.

10. **Maintenance and Repairs; No Alterations.** Customer shall be responsible for regular cleaning of the solar panels on each Street Light, at Customer's expense, according to industry standard best practices for cleaning. Company shall perform all other maintenance and repairs to the Street Lights and related equipment. If, after installation by Company and during the Term of this Agreement, a Street Light is or becomes defective, Company shall promptly (and in no event later than fifteen (15) business days after written notice by Customer) repair the defect or replace the Street Light with a new Street Light that is not defective. Notwithstanding the foregoing, however, if Company commences the repair or replacement of the Street Light within such fifteen (15) business day period, but is unable to complete the repair or replacement within such fifteen (15) business day period in the exercise of diligent efforts, then Company shall exercise diligent efforts to complete such repair or replacement no later than one hundred eighty (180) days after written notice by Customer. Further notwithstanding the foregoing, for so long as there is a declared state of emergency or natural disaster, if Company is unable to complete the work within such fifteen (15) business day period in the exercise of diligent efforts, then Company shall continue to prosecute the repair or replacement to completion in the exercise of diligent efforts and completes such repair or replacement no later than three hundred sixty-five (365) days after written notice by Customer. The failure of Company to timely repair a defective Street Light shall not constitute an Event of Default under this Agreement and Customer's sole remedy for the failure of Company to repair a defective Street Light is set forth in Section 12 of this Agreement. Notwithstanding the foregoing, if any Street Light is destroyed, damaged, suffers a casualty, or requires repairs as the result of any act or omission of Customer, or its employees, agents, contractors, subcontractors, invitees, or any owner, tenant, or occupant of a lot or parcel in the Community of which the Installation Site is a part (or their invitees), Company shall be entitled to repair or replace the same, and the cost of any such repairs or replacements shall be paid or reimbursed to Company by Customer within fifteen (15) business days after written demand by Company. Without limiting Company's maintenance and repair obligations described in this Agreement, Company does not guaranty or warranty 100% reliability of the Street Lights at all times, or continuous lighting within the Street Light system, and except to the extent caused in connection with Company's negligence, willful actions or a breach of this Agreement, Company will not be liable to any person or entity for damages related, directly or indirectly, to any interruption, deficiency or failure of any Street Light or Street Lights. In no event, however, shall Company be liable for special, incidental, consequential, or punitive damages. Except as otherwise provided herein with respect to routine cleaning of solar panels on the Street Lights, Customer shall not make any alterations or repairs to the Street Lights without Company's prior written consent, in Company's sole discretion, and any damage or loss to the Street Lights caused by any unauthorized alterations shall be the sole responsibility of Customer. In no event shall Customer place upon or attach to the Street Lights any sign or device of any nature, or place, install or permit to exist, anything, including trees or shrubbery, which would interfere with the Street Lights or

tend to create an unsafe or dangerous condition. Company is hereby granted the right to remove, without liability, anything placed, installed, or existing in violation of this paragraph. Company may, at any time, substitute any component of the Street Lights installed hereunder with a component of at least equal capacity and efficiency by a manufacturer or supplier of Company's choice. Company reserves the right to interrupt service to any of the Street Lights at any time in connection with any necessary maintenance or repairs for which Company is responsible. **EXCEPT AS SET FORTH IN THIS SECTION 10, COMPANY MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE STREET LIGHTS, THE STREET LIGHT INSTALLATION DESIGN, AND THE INSTALLATION OF THE STREET LIGHTS THEMSELVES, AND HEREBY EXCLUDES ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE.**

11. **Insolation.** Customer understands that unobstructed access to sunlight ("Insolation") is essential for the proper performance of the Street Lights and a material term of this Agreement. Customer shall not in any way cause and, where possible, shall not in any way permit any interference with the Street Lights' Insolation (by tree trimming, landscape installation, construction of improvements, or otherwise). If Customer becomes aware of any activity or condition that could diminish the Insolation to the Street Lights, Customer shall notify Company immediately and shall cooperate with Company in preserving the Street Lights' existing Insolation levels.

12. **Outage Notification; Vandalism.** Customer shall be responsible for monitoring the function of the Street Lights and shall notify Company promptly in writing (including via e-mail) of any Street Light malfunctions and outages ("**Outage Notification**"). Company shall have thirty (30) calendar days after receiving an Outage Notification to investigate any Street Light that is non-operational. If Company is unable to remedy the issue with respect to any non-operational Street Light within such thirty (30) calendar day period, Section 10 of this Agreement shall apply to the repair or replacement of such Street Light. If Company is unable to fix the applicable Street Light within the thirty (30) calendar day period after receiving the Outage Notification, no Service Fee must be paid by Customer with respect to such Street Light for the applicable month following the expiration of the thirty (30) day period and for each subsequent month until Company has resolved the issue and the applicable Street Light becomes operational. Costs incurred in connection with fixing a non-operational Street Light shall be borne by Company, except that Customer shall be responsible for the cost incurred to repair or replace any Street Lights that have been damaged as a result of vandalism. Company shall not be required to make such repair or replacement prior to payment by Customer for such damage. At Customer's expense and upon written request of Customer, and at Company's discretion, Company may install a luminaire protective shield to protect any Street Lights repaired or replaced as a result of vandalism. For avoidance of doubt, if one or more Street Lights malfunctions, experiences an outage, is defective and/or is not operational, such failure of Street Lights to operate shall not be an Event of Default under this Agreement so long as Company is otherwise in compliance with this Agreement, including this Section 12.

13. **Vegetation Control.** Customer agrees to perform clearing, stump grubbing, tree trimming and other vegetation control using qualified personnel, at Customer's sole expense, to

allow installation and operation of the Street Lights, including any vegetation that obstructs drainage for the Street Lights.

14. **Ownership of Street Lights.** The Street Lights shall remain Company's personal property, notwithstanding the manner or mode of its attachment to the Installation Site, and shall not be deemed a fixture to the Installation Site.

15. **Insurance.** Customer shall maintain public liability insurance covering any injury or damage to the Street Lights, persons, or property, including death of persons, resulting, directly or indirectly, from the negligent or intentionally wrongful conduct of Customer, its employees, contractors, agents, or invitees, with coverages, in amounts and through companies satisfactory to Company. Customer shall periodically provide Company with a certificate showing such insurance to be in effect, including any renewals of such insurance from time to time.

16. **Assignment and Financing.**

a. Assignment. This Agreement shall inure to the benefit of, and be binding upon, the respective heirs, legal representatives, successors and assigns of the parties hereto, subject to the following provisions. Company may, without the consent or approval of Customer, assign this Agreement, and all right, title and interest of Company in and to the Street Lights, and all Service Fee and other sums due or to become due under this Agreement. Upon assignment by Company, Customer may require Company to supply documentation showing that such assignee has sufficient and adequate resources to undertake the obligations, responsibilities and liabilities of the Company under this Agreement. Customer may assign or transfer this Agreement only with Company's prior written consent, which consent may be withheld, conditioned or delayed in Company's sole discretion. In the event of an assignment to which Company consents, the approved assignee shall be substituted herein with respect to all Customer rights and obligations, but the initial Customer shall not be released from the obligations of this Agreement. Customer shall not create or suffer or permit to be created any lien of any kind upon the Street Lights and will immediately remove and procure the release of any lien, voluntary or involuntary, attached to the Street Lights. Customer will give Company immediate written notice of the seizure by process of law or otherwise of any of the Street Lights.

b. Financing. The parties acknowledge that Company may obtain short or long-term financing or other credit support from banks or other financing parties ("**Company's Financing Parties**"), which may include persons or entities providing construction or permanent financing to Company in connection with construction, ownership, operation and maintenance of the Street Lights, as well as any person to whom Company has transferred the ownership interest in the Street Lights, subject to this Agreement. Customer and Company agree in good faith to consider and to negotiate changes or additions to this Agreement that may be reasonably requested by Company's Financing Parties from time to time; provided, that such changes do not alter the fundamental economic terms of this Agreement or the level of services provided under this Agreement, or result in any additional expense or liability to Customer.

c. Successor Servicing. The parties further acknowledge that in connection with any financing or other credit support provided to Company or its affiliates by Company's Financing Parties, such Financing Parties may require that Company or its affiliates appoint a third party to act as backup or successor provider of operation and maintenance services with respect to the Street Lights and/or administrative services with respect to this Agreement (the "**Successor Provider**"). Customer agrees to accept performance from any Successor Provider so appointed, so long as such Successor Provider performs in accordance with the terms of this Agreement.

17. **Default.** Each of the following shall constitute an "**Event of Default**" under this Agreement:

a. Service Fee. Customer's failure to pay the Service Fee or any other sum when due from time to time under this Agreement, if such failure to pay continues for a period of fifteen (15) days from the date when due under this Agreement.

b. Other Default. A breach of, or failure to perform, any other covenant or obligation under this Agreement, if such breach or failure continues for a period of thirty (30) days after written notice from the affected party; provided, however, that if the other party commences to cure the breach or failure within the aforesaid period, but the cure is such that it cannot be timely completed in the exercise of diligent efforts, and if the Street Lights or the party's rights under this Agreement are not jeopardized or threatened in any way, the other party may have such additional time to cure the breach or failure to perform as may be necessary, not to exceed sixty (60) days;

c. Removal of Street Lights, Etc. Customer removes or attempts to remove, transfer, sell, encumber, or part with possession of the Street Lights from the Installation Site;

d. Bankruptcy, Reorganization, Etc. The filing of a petition by Customer for adjudication as a bankrupt or insolvent, or for its reorganization or for the appointment of a receiver or trustee of Customer's property; the filing of a petition against Customer for adjudication as a bankrupt or insolvent, or for its reorganization or for the appointment of a receiver or trustee of Customer's property and the failure to discharge or dismiss any such proceedings within sixty (60) days from its filing; an assignment by Customer for the benefit of creditors; or the taking possession of the Installation Site, or any other property of Customer, by any governmental office or agency pursuant to statutory authority for the dissolution or liquidation of Customer.

18. **Remedies.** If an Event of Default occurs, the affected party, without further notice or demand, shall have the rights and remedies hereinafter set forth and under applicable Florida law, all of which shall be distinct, separate and cumulative. Without limiting the foregoing, in the Event of Default by Customer, and subject to all notice and cure requirements set forth in this Agreement, Company may elect to terminate this Agreement by giving Customer at least thirty (30) days prior written notice of its election to do so, in which event the Term shall end thirty (30)

days after the date of such written notice, and all right, title and interest of Customer hereunder shall terminate at the end of such Term, provided, however, that Customer will remain liable for all Service Fees and other sums and charges due hereunder through the end of the Term and all actual damages incurred by Company resulting from Customer's default (excluding special, incidental, consequential, or punitive damages), all such Service Fees and other sums and charges being accelerated and reduced to present value at the "prime rate" of interest published in the Wall Street Journal on the date of termination of this Agreement, plus five percent (5%). Company shall credit Customer's liability as aforesaid with any sums Company recovers by re-letting or sale of the Street Lights. In an Event of Default, Company may enter upon the Installation Site to take possession of and remove the Street Lights prior to the Removal Date (as defined below), and to store or dispose of the same as Company sees fit. Such entry and repossession may be effectuated peaceably without legal process, by summary dispossession proceedings, or otherwise as permitted by law, in Company's sole discretion. All Street Lights removed from the Installation Site by Company due to an Event of Default by Customer shall be handled and removed by Company at the cost and expense of Customer. If Company elects to remove the Street Lights, then, excluding ordinary wear and tear, the Installation Site shall be returned to its original condition following the removal of the Street Lights, excluding any mounting pads or foundations and Company otherwise shall leave the Installation Site in reasonable restored and clean condition. Customer shall pay Company for all reasonable expenses actually incurred by Company in such removal of the Street Lights for so long as the same shall be in Company's possession or under Company's control. Without limiting the foregoing, Company may remedy or attempt to remedy any Event of Default under this Agreement for the account of Customer and may enter upon the Installation Site for such purposes. Company shall not be liable to Customer for any loss or damage caused by acts of Company in remedying or attempting to remedy such Event of Default and Customer shall pay to Company all reasonable expenses incurred by Company in connection with remedying or attempting to remedy such default (excluding any cost or expenses related to Company's negligence or misconduct). Any such expenses incurred by Company shall accrue interest from the date of payment by Company until repaired by Customer at the Maximum Interest Rate.

19. **Disposition of Street Lights at Expiration or Termination of Agreement.** Upon the expiration or earlier termination of this Agreement, Company shall have the right to remove the Street Lights, but in no event later than ninety (90) days after the expiration or termination of the Agreement ("**Removal Date**"). Any removal shall be at Company's expense, unless the termination is due to an Event of Default by Customer. If Company elects to remove the Street Lights, then, excluding ordinary wear and tear, the Installation Site shall be returned to its original condition following the removal of the Street Lights, including any mounting pads or other support structures and Company shall leave the Installation Site in reasonable restored and clean condition. In such event, Customer shall provide sufficient space for the temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary construction trailers and facilities reasonably necessary during Street Light removal. The provisions contained in this Section shall survive the expiration or other termination of this Agreement.

20. **Representations, Warranties, and Covenants.** Each party represents and warrants to the other the following as of the Effective Date: (a) such party is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; (b) the execution,

delivery and performance by such party of this Agreement have been duly authorized by all necessary corporate, partnership or limited liability company action, as applicable, and do not and shall not violate any law; and (c) this Agreement is valid obligation of such party, enforceable against such party in accordance with its terms. Further, Customer represents and warrants to Company that (i) neither the execution and delivery of this Agreement by Customer, nor the performance by Customer of any of its obligations under this Agreement, conflicts with or will result in a breach or default under any agreement or obligation to which Customer is a party or by which Customer or the Installation Site is bound, and (ii) to the extent the Service Fee exceeds ten percent (10%) of the total annual budget of the Association pursuant to Fla. Stat. Sect. 720.3055, Customer either (A) has complied with all competitive bidding requirements applicable to the execution, delivery and performance of this Agreement by Association under Fla. Stat. Sect. 720.3055(1), or (B) is exempt from such competitive bidding requirements by reason of Fla. Stat. Sect. 720.3055(2)(c).

21. **Force Majeure.** Notwithstanding any of the foregoing provisions of this Agreement to the contrary, Company shall be entitled to an extension of the time to complete installation of the Street Lights equal to one day for each day Company is delayed in the progress of such work by events of Force Majeure. “**Force Majeure**” shall mean acts of God, strikes, lockouts, labor troubles, restrictive governmental laws, or regulations or other cause, without fault and beyond the reasonable control of Company (financial inability excepted).

22. **Notices.** All notices, demands and requests which must or may be given, demanded or requested by either party to the other shall be in writing, and shall be deemed given (a) on the date personally delivered, (b) one (1) business day after deposit with a nationally recognized overnight courier delivery service such as FedEx or UPS, or (c) three (3) business days after the date deposited in the United States registered or certified mail, postage prepaid, addressed to the party for which intended at their respective addresses as first set forth above, or at such other place as either party may designate from time to time in a written notice (provided however that any notice of change of address for a party shall be effective only upon actual receipt by the other party).

23. **Attorneys’ Fees and Costs.** If, as a result of any breach or default in the performance of any of the provisions of this Agreement, either party hereto retains the services of an attorney in order to secure compliance with such provisions or recover damages therefor, and litigation results, then in such event, the prevailing party in such litigation shall be entitled to recover from the non-prevailing party herein reasonable court costs and attorneys’ and paralegal assistants’ fees for both trial, appellate, bankruptcy, reorganization, and other similar proceedings under state or federal law.

24. **General.** No delay or failure by Customer or Company to exercise any right under this Agreement shall constitute a waiver of that or any other right, unless otherwise expressly provided herein. This Agreement may be executed in counterparts, each of which when taken together shall constitute one instrument. This Agreement does not create the relationship of principal and agent, or of partnership, joint venture, or of any association or relationship between Company and Customer. All preliminary and contemporaneous negotiations are merged into and incorporated in this Agreement. This Agreement contains the entire agreement between the parties

and shall not be modified or amended in any manner except by an instrument in writing executed by the parties hereto.

25. **WAIVER OF TRIAL BY JURY.** THE PARTIES HEREBY EXPRESSLY COVENANT AND AGREE TO WAIVE THE RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY LITIGATION OR JUDICIAL PROCEEDING RELATING TO, DIRECTLY OR INDIRECTLY, OR CONCERNING THIS AGREEMENT OR THE CONDUCT, OMISSION, ACTION, OBLIGATION, DUTY, RIGHT, BENEFIT, PRIVILEGE OR LIABILITY OF A PARTY HEREUNDER TO THE FULL EXTENT PERMITTED BY LAW. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN AND IS KNOWINGLY, INTENTIONALLY AND VOLUNTARILY MADE BY THE PARTIES. EACH PARTY ACKNOWLEDGES THAT THIS WAIVER OF JURY TRIAL IS A MATERIAL INDUCEMENT TO THE OTHER PARTIES IN ENTERING INTO THIS AGREEMENT AND THAT SUCH PARTY HAS BEEN REPRESENTED BY AN ATTORNEY OR HAS HAD AN OPPORTUNITY TO CONSULT WITH AN ATTORNEY IN CONNECTION WITH THIS JURY TRIAL WAIVER AND UNDERSTANDS THE LEGAL EFFECT OF THIS WAIVER. THIS WAIVER IS INTENDED TO AND DOES ENCOMPASS EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A JURY TRIAL WOULD OTHERWISE ACCRUE. THIS WAIVER SHALL APPLY TO THIS AGREEMENT AND ANY FUTURE AMENDMENTS, SUPPLEMENTS OR MODIFICATIONS OF THIS AGREEMENT.

26. **Applicable Law; Venue.** This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any action or proceeding brought by either party to this Agreement shall lie exclusively in a state or federal court of competent jurisdiction sitting in the county in which the Installation Site is located.

27. **True Lease Instrument; Street Lights Not Fixtures.** Solely for purposes of the Florida Uniform Commercial Code (“UCC”), Customer and Company intend that this Agreement constitutes a “true lease” under the UCC and not a Disguised Security Interest (as defined below). Company has and shall have title to the Street Lights at all times. Customer acquires no ownership, title, property, right, equity or interest in the Street Lights other than its interest under this Agreement, solely as “lessee” (as such term is used in the UCC), and subject to all the terms and conditions of this Agreement. “**Disguised Security Interest**” means a sale of the Street Lights subject to a security interest under Article 9 of the UCC to secure the purchase price of the Street Lights. Company and Customer agree that the Street Lights are not and shall not become fixtures to the real property upon which they are installed, but are and shall remain personal property.

28. **Recordation.** This Agreement shall not be recorded in any public records; provided, however, that Company and Customer agree to execute, simultaneously with the execution of this Agreement, a Memorandum of Agreement in the form attached as **Exhibit “B”** and a precautionary UCC-1 Financing Statement in the form attached as **Exhibit “B-1.”** Such Memorandum of Agreement and Financing Statement shall be recorded or filed, as appropriate, by Company at its expense promptly after the Conditions are satisfied, as provided in Section 4 above.

29. **Public Records.** As required under Section 119.0701, Florida Statutes, Company shall (a) keep and maintain public records required by the Customer in order to perform the service, (b) upon request from the Customer’s custodian of public records, provide the Customer with a

copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law, (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of this Agreement if the company does not transfer the records to Customer, (d) meet all requirements for retaining public records and transfer, at no cost, to the Customer all public records in possession of the Company upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Customer in a format that is compatible with the information technology systems of the Customer.

IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 561-571-0010, OR BY EMAIL AT suitk@whhassociates.com OR BY REGULAR MAIL AT 2300 Glades Rd, Suite 410W, Boca Raton, FL 33431.

30. **Florida Sales Tax.** Notwithstanding any provision of this Agreement to the contrary, Company and Customer acknowledge and agree that Customer is a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, and is exempt from the Florida Sales and Use Tax, and shall not charge the Customer any Florida Sales and Use Tax on the Service Fee or other sums when due under this Agreement.

31. **Scrutinized Companies.** Pursuant to Section 287.135, Florida Statutes, Company represents that, in entering into this Agreement, the Company has not been designated as a "scrutinized company" under the statute and, in the event that the Company is designated as a "scrutinized company", the Company shall immediately notify the Customer whereupon this Agreement may be terminated by the Customer.

32. **Public Facilities.** Company and Customer acknowledge and agree that the Street Lights will be located in public right of ways and shall be available for the general public as required by the Customer's bond covenants for the public tax-exempt bonds issued by Customer.

33. **Easement.** Customer shall execute and grant to Company the Easement in the form attached as **Exhibit "C,"** covering the Installation Site. After Easement is granted to Company, Company shall record the Easement in the public records of the county in which the Installation Site is located. Such Easement provides by its terms for termination simultaneously with expiration of termination of the Agreement.

34. **Inspector General.** The Company agrees to comply with Section 20.055(5), Florida Statutes, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

35. **E-Verification.** Company agrees to comply with the provisions of Sections 448.095(1) and (2), Florida Statutes (the "**Act**"), for as long as Company has any obligations under

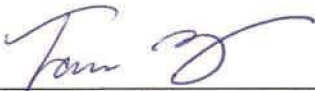
this Agreement, including, but not limited to, registering with and using the E-Verify System of the United States Department of Homeland Security to verify the work authorization status of all employees hired by Company on or after January 1, 2021. If the Customer has a good faith belief that the Company has violated Section 448.09(1) or (2), Florida Statutes, the Customer may terminate this Agreement as required by Section 448.095(2)(c), Florida Statutes; provided, that the following conditions have been met: (i) Customer shall have previously delivered written notice to Company and (ii) within thirty (30) days from the receipt of such written notice, either (x) Company shall have failed to provide reasonable evidence to Customer of Company's compliance with the Act, or (y) Company shall have failed to cure the alleged non-compliance specified in Customer's written notice. In the event that Company commences a cure within such thirty (30) day period and thereafter diligently prosecutes the cure, Company shall have such additional time as may be necessary to complete the cure in the exercise of continuing diligent efforts.

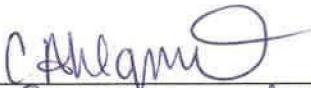
[Executions by the parties follow immediately on next page]

[Signature Page for Company]

Signed, sealed and delivered
in the presence of:


WITNESSES:

Sign: 
Print: Towni Zamrock

Sign: 
Print: Cassandra Anglem

“COMPANY”

GIG FIBER, LLC,
a Delaware limited liability company


Name: John M. Ryan
Its: Manager

SIGNATURE PAGE TO SOLAR OUTDOOR LIGHTING SERVICE AGREEMENT

[Signature Page for Customer]

"CUSTOMER"

**SILVER OAKS COMMUNITY
DEVELOPMENT DISTRICT**, a local unit
of special purpose government

Sign: Cindy Carbone
Print: Cindy Carbone
Sign: [Signature]
Print: Andrew Korfazhi

[Signature]
Name: William L. Lefe
Its: vice chair

EXHIBIT "A"

Description of Installation Site

EXHIBIT "B"

PREPARED BY AND AFTER RECORDING
RETURN TO:

_____[Space Above This Line for Recording Information]_____

MEMORANDUM OF SOLAR LIGHTING SERVICE AGREEMENT

THIS MEMORANDUM OF SOLAR LIGHTING SERVICE AGREEMENT ("**Memorandum**"), executed this 13th day of May 2024, by and between **GIG FIBER, LLC**, a Delaware limited liability company (the "**Company**"), whose address is 2502 Rocky Point Drive, Ste. 1050, Tampa, Florida 33607 and **SILVER OAKS COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government (the "**Customer**"), whose address is 2300 Glades Road, Suite 410W, Boca Raton, FL 33431.

WITNESSETH:

WHEREAS, Customer entered into a certain Outdoor Solar Lighting Service Agreement (the "**Agreement**"), dated and having an effective date as of May 13th, 2024 (the "**Effective Date**"), whereby Customer agreed to engage the Company to provide certain services and outdoor solar lighting equipment to be installed and located on real property located in St. Lucie County, Florida, initially capitalized terms used in this Memorandum having the meanings ascribed to those terms in the Agreement; and

WHEREAS, Company and Customer desire to enter into this Memorandum to memorialize in the Public Records of St. Lucie County, Florida, the rights and obligations of Company and Customer under the terms of the Agreement.

NOW, THEREFORE, in consideration of the mutual promises and obligations contained in the Agreement, and the covenants therein undertaken by or imposed upon the parties, Company and Customer each hereby agree as follows:

1. Installation Site. Pursuant to the Agreement and subject to the terms and conditions set forth therein, Company agreed to install the Street Lights and provide solar street lighting services to Customer, and Customer agreed to engage the Company to install the Street Lights and provide lighting services with respect to the Street Lights. The Street Lights shall be installed by Company at portions of the real property set forth on **Exhibit "A"** attached hereto (the "**Installation Site**") in accordance with the Installation Plans and Approved Plans, all subject to

the terms and conditions set forth in the Agreement. Company claims no title to or ownership interest in the Installation Site.

2. Service Fees. The amount of the Service Fees and other consideration payable are set forth in the Agreement.

3. Term. Subject to the terms and conditions set forth in the Agreement, the term of the Agreement shall be for twenty (20) years beginning on the Effective Date, as defined in the Agreement (“**Term**”).

4. Renewal Terms. Company has given and granted to the Customer two (2) successive options to renew and extend the term of the Agreement for successive sixty (60) month periods (each, a “**Renewal Term**”), with the first such Renewal Term commencing immediately upon the expiration of the Term and the second such Renewal Term commencing immediately upon the expiration of the first Renewal Term, subject to the terms and conditions set forth in the Agreement.

5. Additional Terms. Company and Customer acknowledge and agree that, as of the date of this Memorandum, the Agreement is in full force and effect. The Agreement in its original form is specifically incorporated by reference herein and made a part hereof. In the event of any conflict between the terms of this Memorandum and the Agreement, the terms of the Agreement shall control.

6. Termination of Memorandum. This Memorandum shall automatically terminate upon expiration or termination of the Term of the Agreement, including any Renewal Term that comes into existence. In addition to the foregoing, Company shall reasonably and promptly cooperate with Customer to confirm such termination, including termination as a matter of the public records of the county in which this Memorandum is recorded.

7. Counterpart Execution. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, and such counterparts together constitute a single document.

IN WITNESS WHEREOF, the parties have caused this Memorandum to be executed by their authorized representatives, as of the date first set forth above.

[Signatures and acknowledgments follow immediately on next page]

Signed, sealed and delivered in the presence of:

WITNESSES

Sign: Tawni Zamrock

Print: Tawni Zamrock

Sign: Cassandra Ahigim

Print: Cassandra Ahigim

"COMPANY"

GIG FIBER, LLC,

a Delaware limited liability company

By: John M. Ryan

Name: John M. Ryan

Its: Manager

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

THE FOREGOING INSTRUMENT was acknowledged before me this 13th day of May, 2024 by means of [check applicable] ☒ physical presence, or ☐ online notarization, by John M. Ryan, as the Manager, of Gig Fiber, LLC on behalf of the company. He is [check applicable] ☒ personally known to me, or ☐ produced a valid driver's license as identification.

Sign: Giorgio J. Bazzigaluppi

Print: Giorgio J. Bazzigaluppi

Notary Public

(AFFIX NOTARY SEAL BELOW)



GIORGIO J. BAZZIGALUPPI

Commission # HH 397416

Expires May 11, 2027

[Signatures and acknowledgments for Customer]

WITNESSES

"CUSTOMER"

**SILVER OAKS COMMUNITY
DEVELOPMENT DISTRICT**, a local unit
of special purpose government

Sign: Cindy Cerbone
Print: Cindy Cerbone
Sign: [Signature]
Print: Andrew Kantarzi

Sign: [Signature]
Print: William Fife

STATE OF FLORIDA
COUNTY OF Volusia

THE FOREGOING INSTRUMENT was acknowledged before me this 14th day of May, 2024 by means of [check applicable] ☒ physical presence, or ☐ online notarization, by William Fife, as the Vice Chair, of **SILVER OAKS COMMUNITY DEVELOPMENT DISTRICT**. He/She is [check applicable] ☒ personally known to me, or ☐ produced a valid driver's license as identification.



Sign: Diane C Cerbone
Print: Diane C Cerbone
Notary Public

(AFFIX NOTARY SEAL BELOW)

EXHIBIT “A” to Memorandum

Description of Installation Site

EXHIBIT “B-1”

Precautionary UCC-1

Precautionary UCC-1

STATE OF FLORIDA UNIFORM COMMERCIAL CODE FINANCING STATEMENT FORM

A. NAME & DAYTIME PHONE NUMBER OF CONTACT PERSON BONNIE DURNFORD
B. Email Address
C. SEND ACKNOWLEDGEMENT TO: Name BONNIE DURNFORD Address 2502 ROCKY POINT DRIVE, Address STE. 1050 City/State/Zip TAMPA, FL 33607

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME – INSERT ONLY ONE DEBTOR NAME (1a OR 1b) – Do Not Abbreviate or Combine Names

1.a ORGANIZATION'S NAME				
1.b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
1.c MAILING ADDRESS Line One	This space not available.			
MAILING ADDRESS Line Two	CITY	STATE	POSTAL CODE	COUNTRY

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME – INSERT ONLY ONE DEBTOR NAME (2a OR 2b) – Do Not Abbreviate or Combine Names

2.a ORGANIZATION'S NAME				
2.b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
2.c MAILING ADDRESS Line One	This space not available.			
MAILING ADDRESS Line Two	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) – INSERT ONLY ONE SECURED PARTY (3a OR 3b)

3.a ORGANIZATION'S NAME GIG FIBER, LLC				
3.b INDIVIDUAL'S SURNAME LAWSON	FIRST PERSONAL NAME MICHAEL	ADDITIONAL NAME(S)/INITIAL(S) S	SUFFIX	
3.c MAILING ADDRESS Line One 2502 ROCKY POINT DRIVE	This space not available.			
MAILING ADDRESS Line Two STE. 1050	CITY TAMPA, FL	STATE FL	POSTAL CODE 33607	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

All outdoor solar lighting equipment and systems leased to Debtor and located on the real property described in Exhibit "A" attached, including without limitation seventy five (75) LED solar street lights, including all luminaires, storage batteries, support poles, lighting control equipment, hardware, and related equipment and fixtures, and together with all replacements, substitutions, attachments, upgrades, parts, and additions thereto (collectively, the "Street Lights"), as more fully described under the terms of that certain Solar Outdoor Lighting Service Agreement, with the Lessor being the party named as the Secured Party in Section 3 above and the Lessee being the party named as the Debtor in Section 1 above.

THIS IS A PRECAUTIONARY FINANCING STATEMENT FILING IN CONNECTION WITH AN EQUIPMENT LEASING TRANSACTION, AND IS NOT TO BE CONSTRUED AS INDICATING THAT THE TRANSACTION IS OTHER THAN A TRUE AGREEMENT. THE LESSOR UNDER THE AGREEMENT IS THE PARTY NAMED IN SECTION 3 AS THE SECURED PARTY AND THE LESSEE UNDER THE AGREEMENT IS THE PARTY NAMED IN SECTION 1 AS THE DEBTOR.

6. Florida DOCUMENTARY STAMP TAX – YOU ARE REQUIRED TO CHECK EXACTLY ONE BOX

☐

AG LIEN

☐

NON-UCC FILING

☐

SELLER/BUYER

☐

All documentary stamps due and payable or to become due and payable pursuant to s. 201.22 F.S., have been paid.

☒

Florida Documentary Stamp Tax is not required.

7. OPTIONAL FILER REFERENCE DATAFiled with the Clerk of Circuit Court, St. Lucie County, Florida

Instructions for State of Florida UCC Financing Statement Form (Form UCC-1)

- Please type or laser-print this form. Be sure it is completely legible. Read all instructions on form. Forms must be completed according to Florida state law.
- Fill in form very carefully. If you have questions, consult your attorney. Filing office cannot give legal advice.
- Processing fees are set by the Florida Legislature, are non-refundable, and are subject to change. To verify processing fees, contact FLORIDAUCC, LLC. at (850) 222-8526 or email help@floridaucc.com.
- Make checks payable to FLORIDAUCC, LLC. or the Florida Department of State.
- Send ONE copy of each filing request, with the appropriate non-refundable processing fee to:

<u>1st Class Mail</u> FLORIDAUCC, LLC. PO Box 5588 Tallahassee, FL 32314	<u>Overnight Courier Service</u> FLORIDAUCC, LLC. 2002 Old St. Augustine Rd. Bldg. D Tallahassee, FL 32301
--	---
- The acknowledgement copy will be returned to the address indicated in block B.
- Do not insert anything in the open space in the upper right hand portion of this form; it is reserved for filing office use.
- If you need to use attachments, you are encouraged to use the State of Florida Uniform Commercial Code Financing Statement Form – Addendum and/or the State of Florida Uniform Commercial Code Financing Statement Form - Additional Party and/or the State of Florida Uniform Commercial Code Financing Statement Form – Additional Information.

STATE OF FLORIDA UNIFORM COMMERCIAL CODE FINANCING STATEMENT FORM

A. NAME & DAYTIME PHONE NUMBER OF CONTACT PERSON BONNIE DURNFORD
B. Email Address
C. SEND ACKNOWLEDGEMENT TO: Name BONNIE DURNFORD Address 2502 ROCKY POINT DRIVE, Address STE. 1050 City/State/Zip TAMPA, FL 33607

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME – INSERT ONLY ONE DEBTOR NAME (1a OR 1b) – Do Not Abbreviate or Combine Names

1.a ORGANIZATION'S NAME				
1.b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
1.c MAILING ADDRESS Line One	This space not available.			
MAILING ADDRESS Line Two	CITY	STATE	POSTAL CODE	COUNTRY

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME – INSERT ONLY ONE DEBTOR NAME (2a OR 2b) – Do Not Abbreviate or Combine Names

2.a ORGANIZATION'S NAME				
2.b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
2.c MAILING ADDRESS Line One	This space not available.			
MAILING ADDRESS Line Two	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) – INSERT ONLY ONE SECURED PARTY (3a OR 3b)

3.c MAILING ADDRESS Line One				

3.a ORGANIZATION'S NAME

GIG FIBER, LLC

3.b INDIVIDUAL'S SURNAME

LAWSON

FIRST PERSONAL NAME

MICHAEL

ADDITIONAL NAME(S)/INITIAL(S)

S

SUFFIX

MAILING ADDRESS Line Two

STE. 1050

CITY

TAMPA, FL

STATE

FL

POSTAL CODE

33607

COUNTRY

USA

4. This **FINANCING STATEMENT** covers the following collateral:

All outdoor solar lighting equipment and systems leased to Debtor and located on the real property described in Exhibit "A," including without limitation seventy five (75) LED solar street lights, including all luminaires, storage batteries, support poles, lighting control equipment, hardware, and related equipment and fixtures, and together with all replacements, substitutions, attachments, upgrades, parts, and additions thereto (collectively, the "Street Lights"), as more fully described under the terms of that certain Solar Outdoor Lighting Service Agreement, with the Lessor being the party named as the Secured Party in Section 3 above and the Lessee being the party named as the Debtor in Section 1 above.

THIS IS A PRECAUTIONARY FINANCING STATEMENT FILING IN CONNECTION WITH AN EQUIPMENT LEASING TRANSACTION, AND IS NOT TO BE CONSTRUED AS INDICATING THAT THE TRANSACTION IS OTHER THAN A TRUE AGREEMENT. THE LESSOR UNDER THE AGREEMENT IS THE PARTY NAMED IN SECTION 3 AS THE SECURED PARTY AND THE LESSEE UNDER THE AGREEMENT IS THE PARTY NAMED IN SECTION 1 AS THE DEBTOR.

5. ALTERNATE DESIGNATION (if applicable)

LESSEE/LESSOR

CONSIGNEE/CONSIGNOR

BAILEE/BAILOR

AG LIEN

NON-UCC FILING

SELLER/BUYER

6. Florida **DOCUMENTARY STAMP TAX** – YOU ARE REQUIRED TO CHECK EXACTLY ONE BOX☐

All documentary stamps due and payable or to become due and payable pursuant to s. 201.22 F.S., have been paid.

☒

Florida Documentary Stamp Tax is not required.

7. **OPTIONAL FILER REFERENCE DATA**

Filed with the Florida Secured Transaction Registry

**Instructions for State of Florida UCC Financing
Statement Form (Form UCC-1)**

- Please type or laser-print this form. Be sure it is completely legible. Read all instructions on form. Forms must be completed according to Florida state law.
- Fill in form very carefully. If you have questions, consult your attorney. Filing office cannot give legal advice.
- Processing fees are set by the Florida Legislature, are non-refundable, and are subject to change. To verify processing fees, contact FLORIDAUCC, LLC. at (850) 222-8526 or email help@floridaucc.com.
- Make checks payable to FLORIDAUCC, LLC. or the Florida Department of State.
- Send ONE copy of each filing request, with the appropriate
_____ non-refundable processing fee to: 1st Class Mail

Overnight

Courier Service

FLORIDAUCC, LLC.
PO Box 5588
Tallahassee, FL 32314

FLORIDAUCC, LLC.
2002 Old St. Augustine Rd. Bldg. D
Tallahassee, FL 32301

- The acknowledgement copy will be returned to the address indicated in block B.
- Do not insert anything in the open space in the upper right hand portion of this form; it is reserved for filing office use.
- If you need to use attachments, you are encouraged to use the State of Florida Uniform Commercial Code Financing Statement Form – Addendum and/or the State of Florida Uniform Commercial Code Financing Statement Form - Additional Party and/or the State of Florida Uniform Commercial Code Financing Statement Form – Additional Information.

EXHIBIT "C"

Easement

PREPARED BY AND AFTER RECORDING
RETURN TO:

STREET LIGHT EASEMENT

THIS STREET LIGHT EASEMENT ("**Easement**") is granted this May 13th, 2024, by **SILVER OAKS COMMUNITY DEVELOPMENT DISTRICT**, whose mailing address is 2300 Glades Road, Suite 410W, Boca Raton, FL 33431 (the "**Grantor**") to and for the benefit of **GIG FIBER, LLC**, a Delaware limited liability company (the "**Grantee**"), whose address is 2502 N. Rocky Point Dr., Suite 1050, Tampa, Florida 33607; Attn: Mr. John Ryan

WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten Dollars and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant a non-exclusive easement to Grantee, the Grantor's street lighting provider, to construct, operate, maintain, repair, remove, modify, or replace solar powered street lights and appurtenant structures, together with the right of ingress and egress over, across, on, above, and/or below ground level of the lands of the Grantor in St. Lucie County, Florida, legally described as follows (the "**Property**"):

LANDS DESCRIBED IN EXHIBIT "A" ATTACHED HERETO

The foregoing easement shall be for a term equal to the term of that certain Outdoor Solar Lighting Service Agreement, dated of even date herewith ("**Service Agreement**"), as evidenced by that the certain Memorandum of Solar Lighting Service Agreement, recorded or to be recorded in the public records of the county in which this Easement is recorded, and shall terminate automatically on the date of expiration or termination thereof.

Grantor reserves the right to the full use and enjoyment of the Property for all lawful purposes that do not interfere with the rights conveyed to Grantee herein.

(This Easement was prepared without the benefit of a title search.)

[Signatures on Following Page.]

[Grantor Signature Page]

IN WITNESS WHEREOF, the Grantor has caused these presents to be duly executed on the date first written above.

Signed, sealed and delivered
in the presence of:

WITNESSES

"GRANTOR"

**SILVER OAKS COMMUNITY
DEVELOPMENT DISTRICT**, a local unit
of special purpose government

Sign: Cindy Cerbone
Print: Cindy Cerbone
Sign: [Signature]
Print: Andrew Kantarzi

By: [Signature]
Name: William Fife
Its: Vice Chair

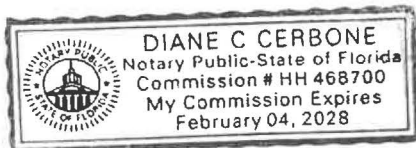
STATE OF FLORIDA

COUNTY OF Volusia

THE FOREGOING INSTRUMENT was acknowledged before me this 11/14th day of May, 2024 by means of [check applicable] ☒ physical presence, or ☐ online notarization, by William Fife, as Vice Chair, of _____ on behalf of the **SILVER OAKS COMMUNITY DEVELOPMENT DISTRICT**. He/She is [check applicable] ☒ personally known to me, or ☐ produced a valid driver's license as identification.

Sign: Diane C. Cerbone
Print: Diane C. Cerbone
Notary Public

(AFFIX NOTARY SEAL BELOW)



[Grantee Signature Page]

IN WITNESS WHEREOF, and to signify its acceptance of the foregoing Easement, the Grantee has caused these presents to be duly executed on the date first written above.

Signed, sealed and delivered
in the presence of:

WITNESSES

Sign: _____

Print: _____

Tawni Zamrock

Sign: _____

Print: _____

Cassandra Ahlgren

"GRANTEE"

GIG FIBER, LLC,
a Delaware limited liability company

By: _____

Name: John M. Ryan

Its: Manager

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

THE FOREGOING INSTRUMENT was acknowledged before me this 13th day of MAY, 2024 by means of [check applicable] ☒ physical presence, or ☐ online notarization, by John M. Ryan, as the Manager, of Gig Fiber, LLC on behalf of the company. He is [check applicable] ☒ personally known to me, or ☐ produced a valid driver's license as identification.

Sign: _____

Print: _____

Giorgio J. Bazzigaluppi

Notary Public

(AFFIX NOTARY SEAL BELOW)



GIORGIO J. BAZZIGALUPPI
Commission # HH 397416
Expires May 11, 2027

EXHIBIT "A" (to Easement)
Legal Description

SILVER OAKS

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS C

Return recorded document to:
Saint Lucie County
County Attorney's Office
2300 Virginia Ave,
Fort Pierce, FL 34982

SAINT LUCIE COUNTY DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT ("**Conservation Easement**") is given this 18th day of March, 2025, by **CRE-KL SILVER OAKS OWNER, LLC** ("**Grantor**") whose mailing address is 105 NE 1st St, Delray Beach, FL 32301 to St. Lucie County, a political subdivision of the State of Florida ("**Grantee**") having an address of 2300 Virginia Avenue, Fort Pierce, FL 34982. As used herein, the term "Grantor" shall include any and all heirs, successors or assigns of the Grantor, and all subsequent owners of the "Conservation Area" (as hereinafter defined) and the term "Grantee" shall include any successor or assignee of Grantee.

WITNESSETH:

WHEREAS, the Grantor is the owner of certain lands situated in St. Lucie County, Florida, and more specifically described in Exhibit "A" attached hereto and incorporated herein by this reference ("**Property**"); and

WHEREAS, the Grantor is proposing the development of a residential subdivision named Silver Oaks ("**Project**") on the Property, which is subject to the regulatory jurisdiction of the St. Lucie County Board of County Commissioners ("**County**"); and

WHEREAS, the Property will be further subject to the Declaration of Covenants, Conditions and Restrictions of the Silver Oaks Community Development District to be recorded in the Official Public Records of St. Lucie County, Florida ("**Declaration**"); and

WHEREAS, the Board of County Commissioners approved the Plat for the development on January 21, 2025 ("**Plat Approval**"); and

WHEREAS, the Plat Approval requires that the Silver Oaks Community Development District ("**CDD**") maintain, in perpetuity, that portion of the Property designated as preserve area ("**Conservation Area**") as more particularly described in Exhibit "B" attached hereto and incorporated herein by this reference; and

WHEREAS, the Declaration provides that the maintenance of the Conservation Area is the perpetual obligation of the CDD; and

WHEREAS, the Plat Approval further requires that the Conservation Area be maintained in accordance with that certain Preserve Area Management and Monitoring Plan ("**Management Plan**"), attached hereto as Exhibit "C" and incorporated herein by this reference; and

WHEREAS, the Grantor applied for an After-The-Fact Vegetation Removal Permit (number VRP-2406-003651) (the "Permit") for impacts to native upland habitat within known preserve areas utilized to satisfy tree mitigation requirements for the single-family residential development ("**Project**") on the Property, which is subject to the regulatory jurisdiction of the County; and

WHEREAS, the Grantor entered into a Landscaping/Mitigation Improvement Agreement with the County, as recorded in Official Record Book 5209, Page 669 of the Public Records of St. Lucie County, Florida and attached hereto as Exhibit "D"; and

WHEREAS, the Grantor is agreeable to granting and securing to the Grantee a perpetual Conservation Easement as defined in Section 704.06, Florida Statutes, over the Conservation Area.

NOW, THEREFORE, Grantor hereby grants, creates, and establishes a perpetual Conservation Easement for and in favor of the Grantee upon the Conservation Area which shall run with the land and be binding upon the Grantor, and shall remain in full force and effect forever.

The scope, nature, and character of this Conservation Easement shall be as follows:

1. **Recitals.** The recitals hereinabove set forth are true and correct and are hereby incorporated into and made a part of this Conservation Easement.

2. **Purpose.** It is the purpose of this Conservation Easement to retain land or water areas in their natural, vegetative, hydrologic, scenic, open, agricultural or wooded condition and to retain such areas as suitable habitat for fish, plants or wildlife. Those wetland and/or upland areas included in this Conservation Easement shall be maintained in the conditions required by the Management Plan.

To carry out this purpose, the following rights are conveyed to Grantee and CDD by this easement:

a. To enter upon the Conservation Area at reasonable times with any necessary equipment or vehicles to enforce the rights herein granted in a manner that will not unreasonably interfere with the use and quiet enjoyment of the Property by Grantor and/or the future residents of the Property at the time of such entry; and

b. To enjoin any activity on or use of the Conservation Area that is inconsistent with this Conservation Easement and to enforce the restoration of such areas or features of the Conservation Area that may be damaged by any inconsistent activity or use; and

c. To enter upon the property of the Grantor to connect the Conservation Area to a bona fide system of trails, greenways or other non-vehicular system.

3. **Prohibited Uses.** Except for exotic vegetation removal, replanting with appropriate native vegetation, vine control, removal of trash and debris or other maintenance and monitoring activities described herein that are permitted or required by the Plat Approval or the Management Plan, the following activities are prohibited in or on the Conservation Area:

a. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;

b. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;

c. Removal or destruction of trees, shrubs, or other vegetation, except for the removal of exotic or nuisance vegetation in accordance with the Management Plan;

d. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;

e. Surface use except for purposes that permit the land or water area to remain in its natural or enhanced condition;

f. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking and fencing.

4. **Grantor's Reserved Rights.** Grantor reserves all rights as owner of the Property, including the right to engage in uses of the Conservation Area that are not prohibited herein and which are not inconsistent with any County rule, criteria, permit and the intent and purposes of this Conservation Easement.

5. **No Dedication.** No right of access by the general public to any portion of the Property or the Conservation Area is conveyed by this Conservation Easement, except as provided in Paragraph 2(c), above.

6. **Grantee's Liability.** Grantee shall not be responsible for any costs or liabilities related to the operation, upkeep or maintenance of the Conservation Area.

7. **Acts Beyond Grantor's Control.** Nothing contained in this instrument shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in any portion of the Property other than Conservation Areas that result from natural causes beyond Grantor's control, and not initiated by the Grantor, including but not limited to fire, flood, storm and earth movement. Should any Conservation Area be injured or changed from natural causes, including but not limited to fire, flood, storm and earth movement, the Grantor shall be provided notice and a reasonable opportunity to restore the affected Conservation Area to a condition that satisfies the Management Plan requirements prior to the Grantee bringing any action for noncompliance with the Plat Approval or the Management Plan.

8. **Property Taxes.** Grantor shall keep the payment of taxes and assessments on the Conservation Area current and shall not allow any lien on the Conservation Area superior to this Easement. In the event Grantor fails to extinguish or obtain a subordination of such lien, in addition to any other remedy, the Grantee may, but shall not be obligated to, elect to pay the lien on behalf of the Grantor and Grantor shall reimburse Grantee for the amount paid by the Grantee, together with Grantee's reasonable attorney's fees and costs, with interest at the maximum rate allowed by law, no later than thirty days after such payment. In the event the Grantor does not so reimburse the Grantee, the debt owed to Grantee shall constitute a lien against the Conservation Area which shall automatically relate back to the recording date of this Easement. Grantee may foreclose this lien on the Conservation Area in the manner provided for mortgages on real property.

9. **Enforcement by Grantee.** Enforcement of the terms, provisions and restrictions of this Conservation Easement shall be at the reasonable discretion of Grantee, and any forbearance on behalf of Grantee to exercise its rights hereunder in the event of any breach hereof by Grantor or the CDD, shall not be deemed or construed to be a waiver of Grantee's rights hereunder.

10. **Enforcement by CDD.** The CDD shall take enforcement action against anyone who violates the rules relating to the use and maintenance of the Conservation Area as set forth in the Management Plan.

11. **Maintenance Obligations of CDD.** The CDD shall maintain in perpetuity, the Conservation Area in accordance with the Management Plan. Such maintenance shall include, but is not limited to, exotic vegetation removal, replanting with appropriate native vegetation, vine control, and removal of trash and debris. The maintenance schedule should be so as to keep the Conservation Area ecologically functional and high quality, as well as a minimum 90% free of exotic vegetation.

12. **Assignment.** Grantee will hold this Conservation Easement exclusively for conservation purposes. Grantee will not assign its rights and obligations under this Conservation Easement except to another organization or entity qualified to hold such interests under the applicable state laws.

13. **Severability.** If any provision of this Conservation Easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Conservation Easement shall not be affected thereby, as long as the purpose of the Conservation Easement is preserved.

14. **Terms and Restrictions.** Grantor shall insert the terms and restrictions of this Conservation Easement in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in the Property.

15. **Written Notice.** All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.

16. **Modifications.** This Conservation Easement may be amended, altered, released or revoked only by written agreement between the parties hereto or their heirs, assigns or successors-in-interest, which shall be filed in the public records in St. Lucie County.

17. **Extinguishment.** If circumstances arise in the future such as render the purpose of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction, and the amount of the proceeds to which Grantee shall be entitled, after the satisfaction of prior claims, from any sale, exchange or voluntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, shall be determined, unless otherwise provided by Florida law at the time, in accordance with paragraph 18. Grantor believes that any changes in the use of neighboring properties will increase the benefit to the public of the continuation of this Easement, and Grantor and Grantee intend that any such changes shall not be deemed to be circumstances justifying the termination or extinguishment of this Easement. In addition, the inability of Grantor to conduct or implement any or all of the uses allowed under the terms of this Easement, or the unprofitability of doing so, shall not impair the validity of this Easement or be considered grounds for its termination or extinguishment.

18. **Proceeds.** This Easement constitutes a real property interest immediately vested in

Grantee, which, for the purposes of paragraph 17, the parties stipulate to have a fair market value determined by multiplying the fair market value of the Property unencumbered by the Easement (minus any increase in value after the date of this grant attributable to improvements) by the ratio of the value of the Easement at the time of this grant to the value of the Property, without deduction for the value of the Easement, at the time of this grant. For the purposes of this paragraph, the ratio of the value of the Easement to the value of the Property unencumbered by the Easement shall remain constant.

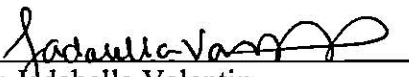
TO HAVE AND TO HOLD unto Grantee forever. The covenants, terms, conditions, restrictions and purposes imposed with this Conservation Easement shall be binding upon Grantor, and shall continue as a servitude running in perpetuity with the Property.

Grantor hereby covenants with said Grantee that Grantor is lawfully seized of said Property in fee simple; that the Property is free and clear of all encumbrances that are inconsistent with the terms of this Conservation Easement; and all mortgages and liens have been subordinated to this Conservation Easement; and that Grantor has good right and lawful authority to convey this Conservation Easement; and that it hereby fully warrants and defends the title to the Conservation Easement hereby conveyed against the lawful claims of all persons whomsoever.

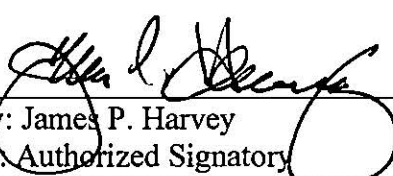
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IN WITNESS WHEREOF, James P. Harvey as Authorized Signatory of CRE-KL Silver Oaks Owner, LLC has hereunto set its authorized hand this 17th day of March, 2025.

WITNESSES: CRE-KL SILVER OAKS OWNER, LLC


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

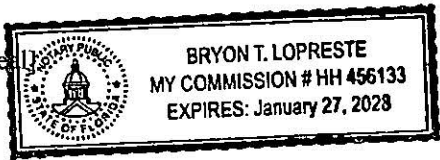

By: Bryon T. LoPreste
Address: 14025 Riveredge Dr. #175
Tampa, FL 33637



By: James P. Harvey
Its: Authorized Signatory
Address: 14025 Riveredge Dr. #175
Tampa, FL 33637

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 7th day of March, 2025, by James P. Harvey, as Authorized Signatory of CRE-KL Silver Oaks Owner LLC, a Delaware limited liability company, on behalf of the company. Who is ☒ personally known to me or ☐ has produced _____ as identification.

[Notary Seal]




Signature
Bryon T. LoPreste
Name of Notary Public Typed, Printed
or Stamped

MORTGAGEE JOINDER, CONSENT AND SUBORDINATION

For good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, CRE-KL Silver Oaks Owner, LLC ("Mortgagee"), the owner and holder of an Indemnity Mortgage recorded on August 18, 2022, in the original principal amount of \$1,298,880.00 given by NVR, Inc. encumbering the real property described on Exhibit "A" attached hereto ("Property"), which is recorded in Official Records Book 4875, at Page 1656, all of the Public Records of St. Lucie County, Florida (said mortgage, assignment of leases and rents, and UCC-1 Financing Statements, as modified, are hereinafter referred to as the "Mortgage"), hereby joins in, consents to and subordinates the lien of its Mortgage, as it has been, and as it may be, modified, amended and assigned from time to time, to the foregoing Conservation Easement, executed by CRE-KL Silver Oaks Owner, LLC, in favor of St. Lucie County applicable to the Property ("Easement"), as said Easement may be modified, amended and assigned from time to time, with the intent that the Mortgage shall be subject and subordinate to the Easement.

IN WITNESS WHEREOF, this Mortgage Joinder, Consent and Subordination is made this 14 day of March, 2025.

WITNESSES:

NVR, INC.

Alex Engroba
By: Alex Engroba
Address: 1450 Centrepark Blvd. Ste 340
West Palm Beach, FL 33401

[Signature]
By: MONROE
Its: VP
Address: 1450 CENTROPARK BLVD #340
WPB, FL 33401

B. Cui
By: Brittany Cui
Address: 1450 Centrepark Blvd.
Ste 340 West Palm Beach, FL 33401

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 3/14/2025 (date), by Michael DrBoch (name of officer or agent) of NVR, Inc. a Virginia Corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification.

Alex Engroba
Signature

Alex Engroba
Name of Notary Public Typed, Printed or Stamped

Notary Seal



ALEXANDRA ENGROBA
Commission # HH 206461
Expires December 12, 2025

CDD JOINDER

For good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Silver Oaks Community Development District ("CDD") hereby joins the foregoing Conservation Easement and agrees to accept the rights and obligations of the CDD as set forth therein.

IN WITNESS WHEREOF, this CDD Joinder is made this 17th day of March, 2025.

WITNESSES:

SILVER OAKS COMMUNITY
DEVELOPMENT DISTRICT

Jadabella Valentin
By: Jadabella Valentin
Address: 14025 Riversedge Dr.
Ste. 175, Tampa, FL 33637

William Fife
By: William Fife
Its: Vice - Chair
Address: 316 Fieldstream North Road
Orlando, FL 32825

Bryon T. Lopreste
By: Bryon T. Lopreste
Address: 14025 Riversedge Dr. #175
Tampa, FL 33637

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 17th day of March 2025 (date), by William Fife (name of officer or agent) of THE SILVER OAKS COMMUNITY DEVELOPMENT DISTRICT. He/she is personally known to me or has produced _____ as identification.

Bryon T. Lopreste
Signature

Bryon T. Lopreste
Name of Notary Public Typed, Printed
or Stamped

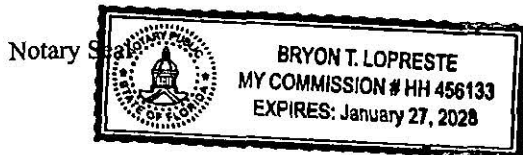


EXHIBIT "A"
DESCRIPTION OF PROPERTY

TRACTS 1 THROUGH 16, INCLUSIVE, OF BLOCK 4, OF ST. LUCIE GARDENS, SECTION 23, TOWNSHIP 36 SOUTH, RANGE 40 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGES 35, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; LESS COUNTY ROAD AND DRAINAGE EASEMENTS ALONG THE NORTH AND WEST BOUNDARIES THEREOF, AND LESS EASEMENT ON PLAT ALONG THE EAST AND SOUTH BOUNDARIES.

LESS AND EXCEPT, A CERTAIN PARCEL OF LAND LYING IN SECTION 23, TOWNSHIP 36 SOUTH, RANGE 40 EAST, SAID LANDS BEING A PORTION OF THE PROPOSED PLAT OF SILVER OAKS, SAID PROPOSED PLAT BEING REPLAT OF TRACTS 1 THRU 16, BLOCK 4, PLAT NO. 1, ST. LUCIE GARDENS, AS RECORDED IN PLAT BOOK 1, PAGES 35, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 23, TOWNSHIP 36 SOUTH, RANGE 40 EAST; SAID POINT ALSO BEING ON THE SOUTH RIGHT OF WAY LINE OF TRACT "A", A.K.A. PROPOSED LENNARD ROAD; THENCE S89°52'45"W, ALONG SAID SOUTH RIGHT OF WAY LINE, SAID LINE ALSO BEING THE SOUTH LINE OF THE AFORESAID SECTION 23, A DISTANCE OF 1913.85 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE TO THE NORTHEAST, WITH A RADIUS OF 785.00', AND WHOSE CENTRAL ANGLE IS 60°39'38", AND WHOSE CHORD BEARS N59°47'26"W; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 831.10' TO A POINT WHICH LIES ON THE EASTERLY RIGHT OF WAY LINE OF SILVER OAK DRIVE, SAID LINE ALSO LYING 50.00 FEET EAST OF, AS MEASURED AT RIGHT ANGLES TO, THE WEST LINE OF THE SOUTHEAST 1/4 (ONE-QUARTER), OF AFORESAID SECTION 23, SAID LINE ALSO BEING THE WEST LINE OF PROPOSED TRACT "A", A.K.A. PROPOSED LENNARD ROAD, OF THE PROPOSED PLAT OF SILVER OAKS, POINT ALSO BEING NON-TANGENT. CONTINUE N00°13'26"W, ALONG SAID LINE, A DISTANCE OF 1704.19' TO A NON-TANGENTIAL POINT OF CURVATURE OF A CURVE, CONCAVE TO THE WEST, WITH A RADIUS OF 780.00', AND A CENTRAL ANGLE OF 13°00'10", AND WHOSE CHORD BEARS S06°43'31"E; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 177.01' TO A POINT WHICH LIES 20.00' EAST OF, AS MEASURED AT RIGHT ANGLES TO THE EASTERLY RIGHT OF WAY LINE OF THE AFORESAID SILVER OAK DRIVE, SAID LINE ALSO BEING THE EAST LINE OF PROPOSED TRACT "A", A.K.A. LENNARD ROAD OF THE PROPOSED PLAT OF SILVER OAK; THENCE S00°13'26"E, ALONG SAID LINE, A DISTANCE OF 1145.29', TO THE POINT OF CURVATURE OF A CURVE, CONCAVE TO THE NORTHEAST, WITH A RADIUS OF 665.00', AND A CENTRAL ANGLE OF 89°53'49"; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1043.38' TO A POINT ON A LINE WHICH LIES 120.00 FEET NORTH OF, AS MEASURED AT RIGHT ANGLES TO, THE SOUTH LINE OF THE SOUTHEAST 1/4 (ONE-QUARTER), OF AFORESAID SECTION 23, SAID LINE ALSO BEING THE NORTH LINE OF PROPOSED TRACT "A", A.K.A. LENNARD ROAD, OF THE PROPOSED PLAT OF SILVER OAKS; THENCE N89°52'45"E, ALONG SAID LINE, A DISTANCE OF 1914.27' TO A POINT ON THE EAST LINE OF THE SOUTHEAST 1/4 (ONE-QUARTER) OF SECTION 23, TOWNSHIP 36 SOUTH, RANGE 40 EAST, ALSO BEING THE CENTERLINE OF "SHANA'S TRAIL", A

PRIVATE INGRESS/EGRESS EASEMENT PER OFFICIAL RECORDS BOOK 1155, PAGE 1237, ST. LUCIE COUNTY PUBLIC RECORDS; THENCE S00°04'40"W, ALONG SAID LINE, A DISTANCE OF 120.00' TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPT:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 23, TOWNSHIP 36 SOUTH RANGE 40 EAST; SAID POINT ALSO BEING ON THE SOUTH RIGHT OF WAY LINE OF TRACT "A", A.K.A. PROPOSED LENNARD ROAD; THENCE S89°52'45" W, ALONG SAID SOUTH RIGHT OF WAY LINE, SAID LINE ALSO BEING THE SOUTH LINE OF THE AFORESAID SECTION 23, A DISTANCE OF 2597.44' TO THE EAST RIGHT OF WAY LINE OF SILVER OAKS DRIVE; THENCE N00°13'26"W ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 1241.26'; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE N89°51'20"E A DISTANCE OF 74.71' TO A POINT OF CURVATURE AND ALSO BEING LOCATED ON THE WESTERLY AND SOUTHERLY LIMITS OF THE PROPOSED SILVER OAKS DEVELOPMENT; THENCE THE FOLLOWING CALLS ALONG SAID WESTERLY AND SOUTHERLY LIMIT OF DEVELOPMENT OF THE PROPOSED SILVER OAKS DEVELOPMENT; THENCE ALONG A CURVE TO THE LEFT HAVING A DELTA OF 031°27'53" A RADIUS OF 650.72' AN ARC LENGTH OF 357.35' A CHORD BEARING OF S35°29'01"E AND A CHORD DISTANCE OF 352.88' TO A POINT OF REVERSE CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 06°49'11", A RADIUS OF 3416.26' AN ARC LENGTH OF 406.63' A CHORD BEARING OF S51°18'38"E AND A CHORD DISTANCE OF 406.39' TO THE POINT OF TANGENCY; THENCE S03°30'41"E A DISTANCE OF 157.05' TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE LEFT HAVING A DELTA OF 086°24'39" A RADIUS OF 240.00' AN ARC LENGTH OF 361.96' A CHORD BEARING OF S46°43'01"E AND A CHORD DISTANCE OF 328.62' TO THE POINT OF TANGENCY; THENCE S89°55'20"E A DISTANCE OF 527.97' TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE LEFT HAVING A DELTA OF 70°32'38" A RADIUS OF 240.00' AN ARC LENGTH OF 295.49' A CHORD BEARING OF N54°48'21"E AND A CHORD DISTANCE OF 277.18' TO THE POINT OF TANGENCY, THENCE S70°27'58"E A DISTANCE OF 83.88'; THENCE S59°31'57"E A DISTANCE OF 14.18'; THENCE S07°45'29"W, A DISTANCE OF 49.33'; THENCE S14°58'49"E, A DISTANCE OF 68.41'; THENCE S89°55'20"E, A DISTANCE OF 900.35' TO THE EAST LINE OF SAID SECTION 23; THENCE S00°04'40"W ALONG SAID EAST LINE OF SECTION 23, A DISTANCE OF 320.15' TO THE POINT OF BEGINNING.

ALL OF THE ABOVE DESCRIBED LANDS ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 23, TOWNSHIP 36 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA; THENCE N 00°04'40" E ALONG THE EAST LINE OF THE SOUTHEAST ONE QUARTER (SE. 1/4) OF SAID SECTION 23, A DISTANCE OF 320.15 FEET TO THE POINT OF BEGINNING; THENCE N 00°04'40" E ALONG THE EAST LINE OF SAID SOUTHEAST ONE QUARTER (SE. 1/4) OF SAID SECTION 23 AND THE EAST LINE OF TRACTS 1, 2, 15 AND 16, BLOCK 4, PLAT NO. 1 ST. LUCIE GARDENS, AS RECORDED IN PLAT BOOK 1, PAGE 35, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, A DISTANCE OF 2283.62 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF TILTON ROAD; THENCE S 89°56'47" W ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF TILTON ROAD LYING 40.00 FEET SOUTH OF AND PARALLEL TO AS MEASURED AT RIGHT

ANGLES TO THE NORTH LINE OF THE SOUTHEAST ONE QUARTER (SE. 1/4) OF SAID SECTION 23 AND LYING 40 FEET SOUTH OF THE NORTH LINE OF TRACTS 1, 3, 4, 5, 6 AND 7, BLOCK 4, PLAT NO. 1 ST. LUCIE GARDENS, AS RECORDED IN PLAT BOOK 1, PAGE 35, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, A DISTANCE OF 2611.15 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SILVER OAK DRIVE; THENCE S 00°13'26" E ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF SILVER OAK DRIVE LYING 50.00 FEET EAST OF AND PARALLEL TO AS MEASURED AT RIGHT ANGLES TO THE WEST LINE OF THE SOUTHEAST ONE QUARTER (SE. 1/4) OF SAID SECTION 23 AND LYING 50 FEET EAST OF THE WEST LINE OF TRACT 7, BLOCK 4, OF SAID PLAT NO. 1 ST. LUCIE GARDENS, A DISTANCE OF 502.26 FEET TO A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST; SAID CURVE HAVING A RADIUS OF 780.00 FEET, A CENTRAL ANGLE OF 13°00'12" AND WHOSE CHORD BEARS S 6°43'30" E AND HAVING A CHORD LENGTH OF 176.64 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND EASTERLY LINE OF THOSE LANDS AS CONVEYED TO ST. LUCIE COUNTY, FLORIDA IN OFFICIAL RECORDS BOOK 3178, PAGE 2062, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, A DISTANCE OF 177.02 FEET TO A NON-TANGENT POINT; THENCE S 00°13'26" E ALONG SAID EAST LINE OF THOSE LANDS CONVEYED TO ST. LUCIE COUNTY, FLORIDA, A DISTANCE OF 687.82 FEET; THENCE N 89°51'20" E ALONG THE NORTHERLY LINE OF THOSE LANDS AS CONVEYED TO ST. LUCIE COUNTY IN OFFICIAL RECORDS BOOK 4370, PAGE 1490, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, A DISTANCE OF 54.70 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST; SAID CURVE HAVING A RADIUS OF 650.72 FEET, A CENTRAL ANGLE OF 31°27'54" AND WHOSE CHORD BEARS S 35°29'01" E AND HAVING A CHORD LENGTH OF 352.88 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 357.35 FEET TO A NON TANGENT REVERSE CURVE CONCAVE TO THE SOUTHWEST; SAID CURVE HAVING A RADIUS OF 3416.26 FEET, A CENTRAL ANGLE OF 6°49'11" AND WHOSE CHORD BEARS S 51°18'38" E AND HAVING A CHORD LENGTH OF 406.39 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 406.63 FEET TO A POINT OF NON-TANGENCY; THENCE S 03°30'41" E, A DISTANCE OF 157.05 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST; SAID CURVE HAVING A RADIUS OF 240.00 FEET, A CENTRAL ANGLE OF 86°24'39" AND WHOSE CHORD BEARS S 46°43'00" E AND HAVING A CHORD LENGTH OF 328.62 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 361.96 FEET TO A POINT OF TANGENCY; THENCE S 89°55'20" E, A DISTANCE OF 527.97 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST; SAID CURVE HAVING A RADIUS OF 240.00 FEET, A CENTRAL ANGLE OF 70°32'38" AND WHOSE CHORD BEARS N 54°48'21" E AND HAVING A CHORD LENGTH OF 277.18 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 295.49 FEET TO A POINT OF NON-TANGENCY; THENCE S 70°27'58" E, A DISTANCE OF 83.88 FEET; THENCE S 59°31'57" E, A DISTANCE OF 14.18 FEET; THENCE S 07°45'29" W, A DISTANCE OF 49.33 FEET; THENCE S 14°58'49" E, A DISTANCE OF 68.41 FEET; THENCE S 89°55'20" E, A DISTANCE OF 900.35 FEET (THE PRECEDING TWELVE COURSES BEING COINCIDENT WITH THE NORTHERLY LINES OF THOSE LANDS CONVEYED TO ST. LUCIE COUNTY, FLORIDA, IN OFFICIAL RECORDS BOOK 4370, PAGE 1490, OF THE ST. LUCIE COUNTY PUBLIC RECORDS) TO THE AFOREMENTIONED POINT OF BEGINNING. CONTAINING 126.725 ACRES OR 5,520,147 SQUARE FEET, MORE OR LESS. PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

EXHIBIT "B"

Tracts U-1 through U-31 as shown on the Plat of Silver Oaks,
as recorded in **Plat Book 132, Page 1** in the Public Records of St. Lucie County.

BEING A REPLAT OF TRACTS 1 THROUGH 8 AND 15 AND PORTIONS OF TRACTS 9 THROUGH 14,
BLOCK 4, PLAT NO. 1, SAINT LUCIE GARDENS, AS RECORDED IN PLAT BOOK 1, PAGES 35 AND 36,
PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LYING IN SECTION 23, TOWNSHIP 36 SOUTH, RANGE 40 EAST.

KEY MAP
NOT TO SCALE
(SEE SHEET 12)

[illegible]

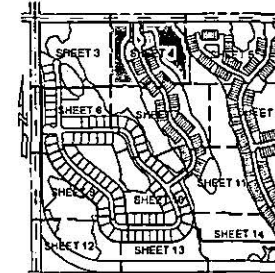
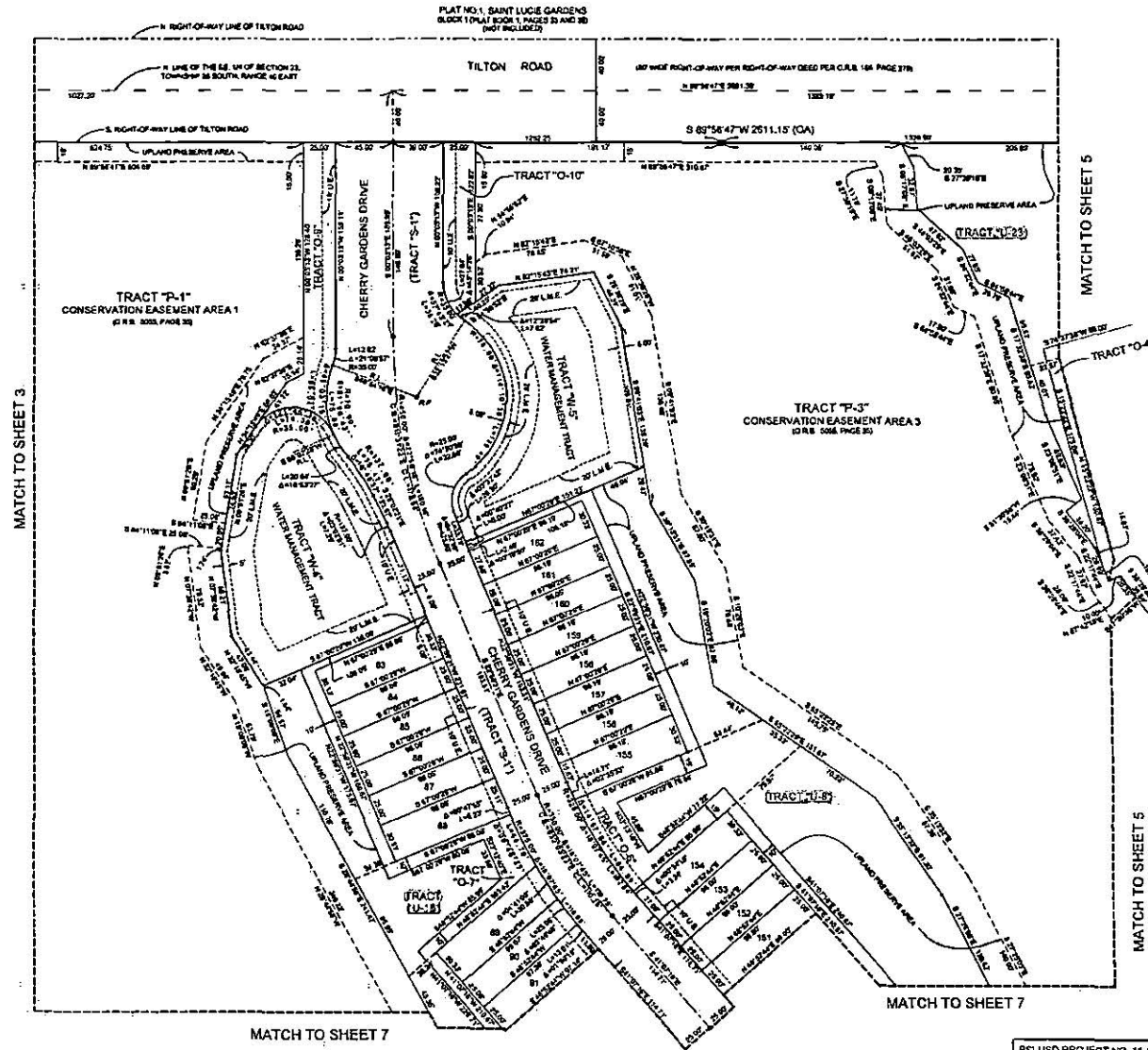
**MICHAEL B. SCHORAH
& ASSOCIATES, INC.**
1850 FOREST HILL BLVD. SUITE 208
WEST PALM BEACH, FLORIDA 33409
TEL. (561) 968-0060 FAX. (561) 942-6736

SILVER OAKS

SILVER OAKS

BEING A REPLAT OF TRACTS 1 THROUGH 8 AND 15 AND PORTIONS OF TRACTS 9 THROUGH 14,
BLOCK 4, PLAT NO. 1, SAINT LUCIE GARDENS, AS RECORDED IN PLAT BOOK 1, PAGES 35 AND 36,
PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LYING IN SECTION 23, TOWNSHIP 36 SOUTH, RANGE 40 EAST.

PLAT BOOK _____ PAGE _____



- LEGEND
- POB = POINT OF BEGINNING
 - P.C.P. = PERMANENT CONTROL POINT
 - P.M. = PERMANENT REFERENCE MONUMENT
 - C.M. = CONCRETE MONUMENT
 - O.R.B. = OFFICIAL RECORD BOOK
 - P.B. = PLAT BOOK
 - R.W. = RIGHT OF WAY
 - U.E. = UTILITY EASEMENT
 - D.E. = DRAINAGE EASEMENT
 - P.S.L.U. = CITY OF PORT ST. LUCIE UTILITY EASEMENT
 - R. = RADIUS
 - L. = LENGTH
 - C. = CURVE CENTRAL ANGLE
 - C.B. = CHORD BEARING
 - O.L. = CHORD LENGTH
 - E. = EASEMENT SET F.C.P. LB 3408
 - D. = DENOTES P.M. SET FROM ROOM 111
 - A.L. = ALUMINUM DRIVE STAMPED P.M. LB 3408
 - D. = DENOTES P.M. FOUND (AS NOTED)
 - L.B.E. = LANDSCAPE BUFFER EASEMENT
 - L.M.E. = LAND MAINTENANCE EASEMENT
 - L.M.A.E. = LAND MAINTENANCE ACCESS EASEMENT
 - L.E. = LAND EASEMENT
 - C. = CENTERLINE
 - L.S. = LICENSED SURVEYOR
 - O.A. = OVERALL
 - R.L. = RADIAL LINE
 - P.C. = POINT OF CURVATURE
 - P.T. = POINT OF TANGENCY
 - H.T. = POINT OF HORIZONTAL TANGENCY
 - R.P. = RADIUS POINT
 - C.O.R. = CERTIFIED CORNER RECORD
 - N.O. = NUMBER



SHEET 4 OF 15



MICHAEL D. SCHORAH
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1305 FOREST HILL BLVD., SUITE 208
WEST PALM BEACH, FLORIDA 33408
TEL: (561) 865-0000 FAX: (561) 865-0720 LBN 2438

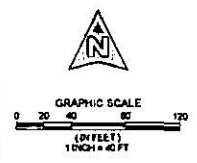
SILVER OAKS

PSLUSD PROJECT NO. 11-067-00

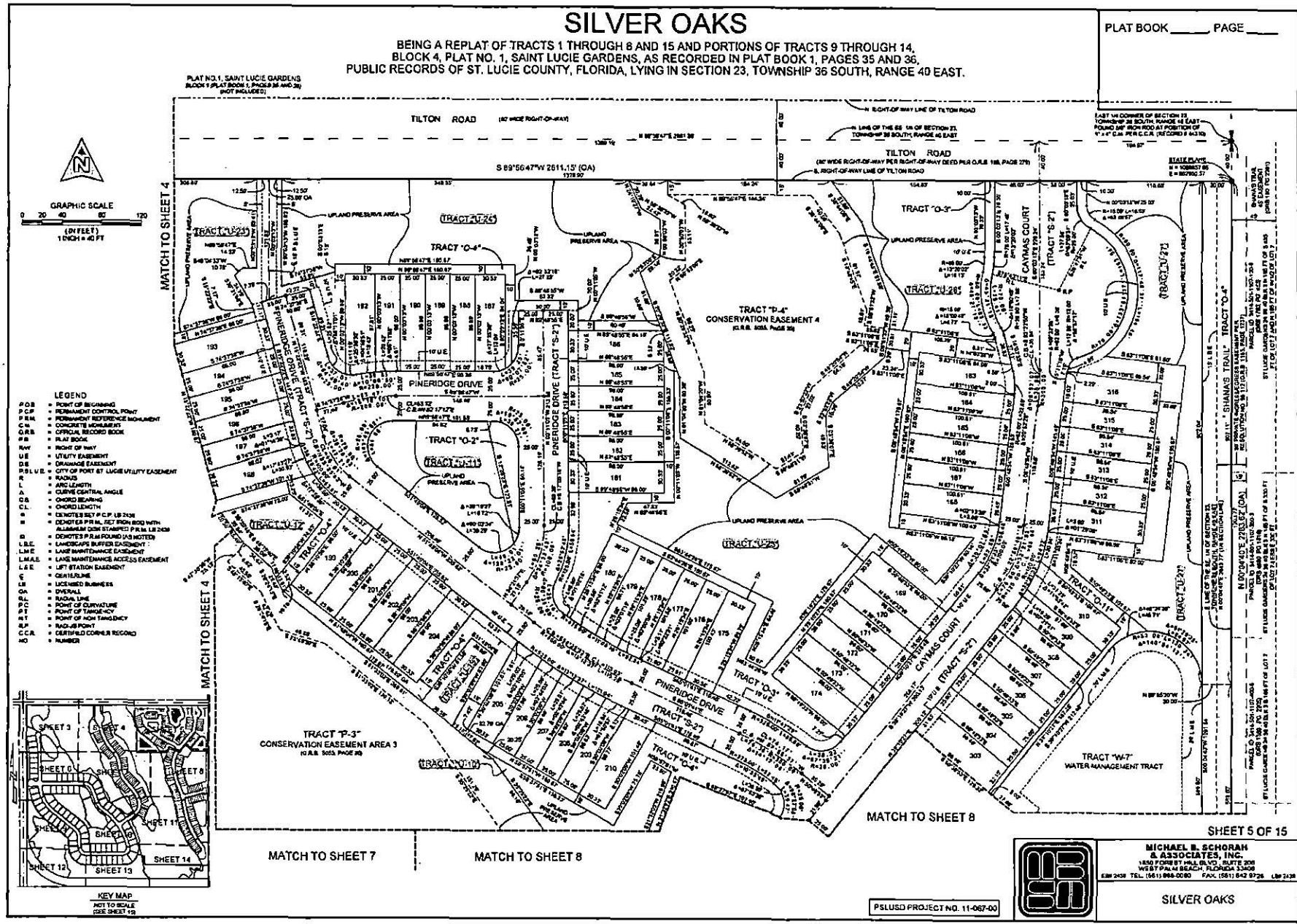
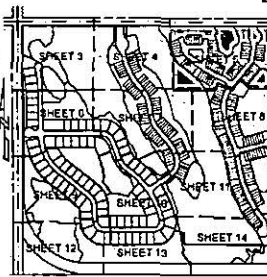
SILVER OAKS

BEING A REPLAT OF TRACTS 1 THROUGH 8 AND 15 AND PORTIONS OF TRACTS 9 THROUGH 14,
BLOCK 4, PLAT NO. 1, SAINT LUCIE GARDENS, AS RECORDED IN PLAT BOOK 1, PAGES 35 AND 36,
PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LYING IN SECTION 23, TOWNSHIP 36 SOUTH, RANGE 40 EAST.

PLAT BOOK _____, PAGE _____



- [illegible]



SHEET 5 OF 15

**MICHAEL B. SCHORAH
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SILVER OAKS

PSLUSD PROJECT NO. 11-067-00

BEING A REPLAT OF TRACTS 1 THROUGH 8 AND 15 AND PORTIONS OF TRACTS 9 THROUGH 14,
BLOCK 4, PLAT NO. 1, SAINT LUCIE GARDENS, AS RECORDED IN PLAT BOOK 1, PAGES 35 AND 36,
PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LYING IN SECTION 23, TOWNSHIP 36 SOUTH, RANGE 40 EAST.

KEY MAP
NOT TO SCALE
SEE SHEET 19

[illegible]

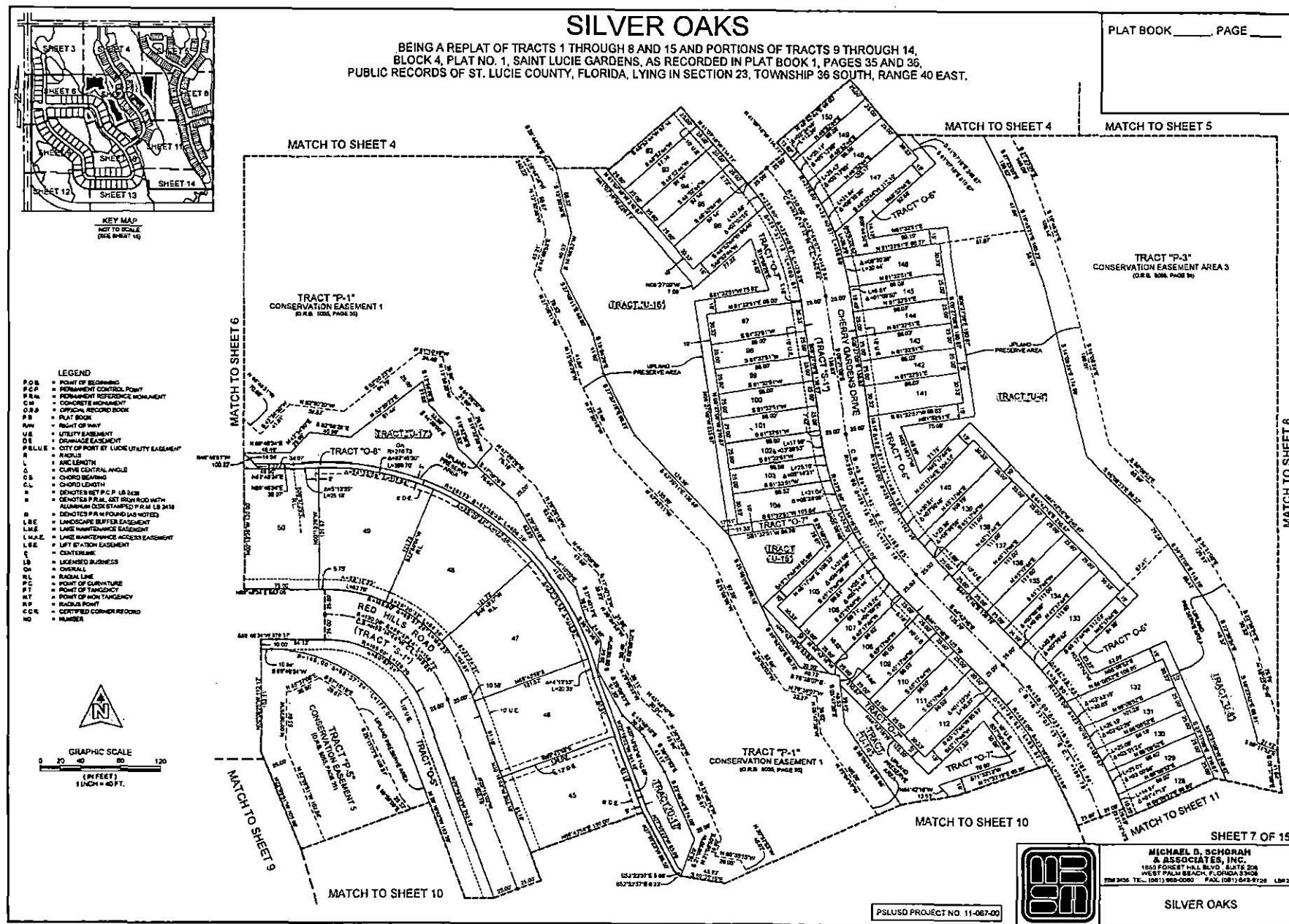
GRAPHIC SCALE
0 20 40 60 80 100
(IN FEET)
1 INCH = 40 FT.

SHEET 6 OF 15

**MICHAEL B. SCHORAH
& ASSOCIATES, INC.**
1800 FOREST HILL BLVD. SUITE 208
WEST PALM BEACH, FLORIDA 33406
EOM 2438 TEL. (407) 988-0080 FAX. (407) 642-9728 LHM 2438

SILVER OAKS

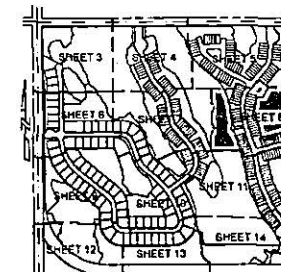
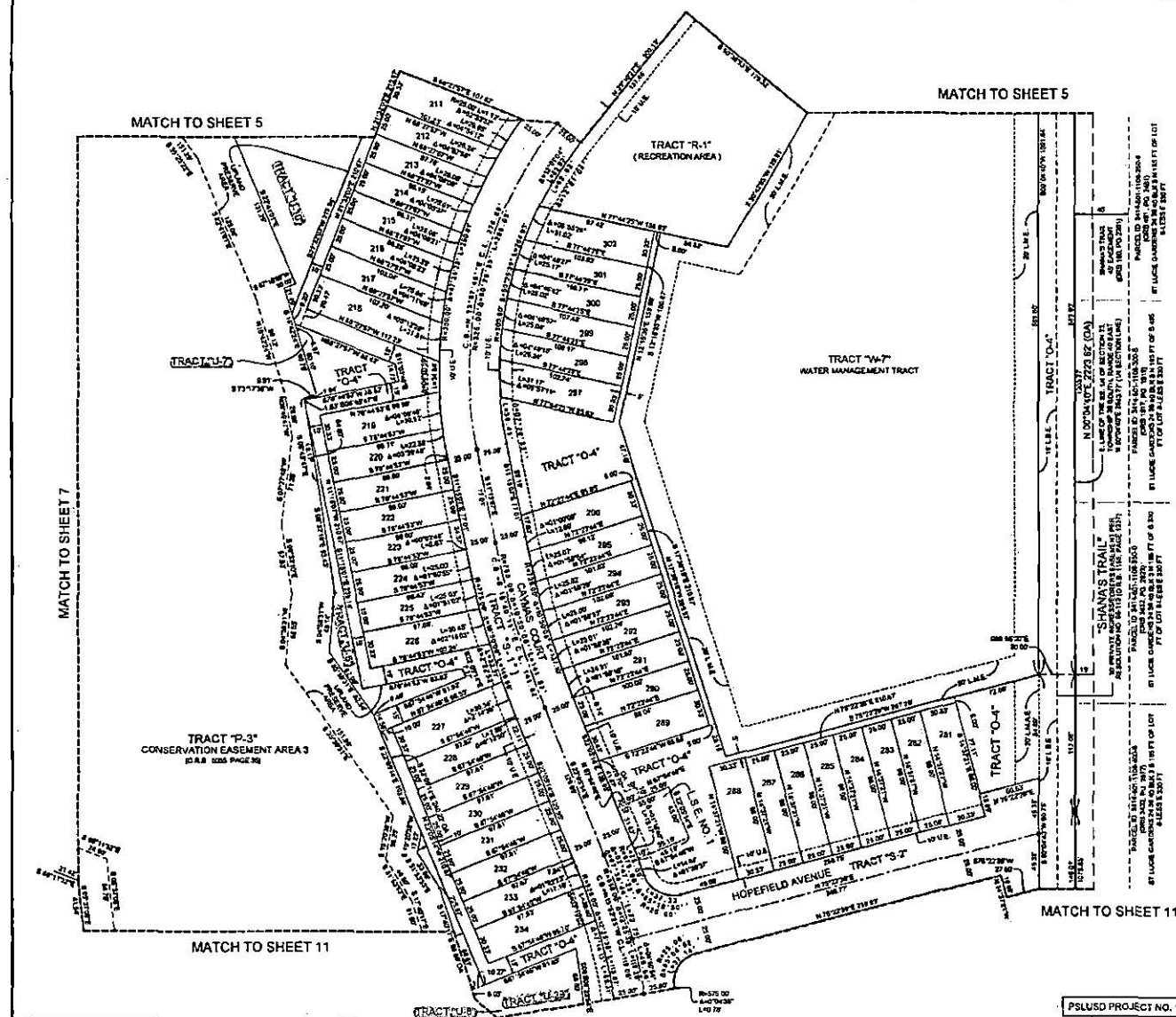
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SILVER OAKS

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PLAT BOOK _____, PAGE _____



KEY MAP
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(SEE SHEET 12)

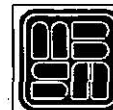
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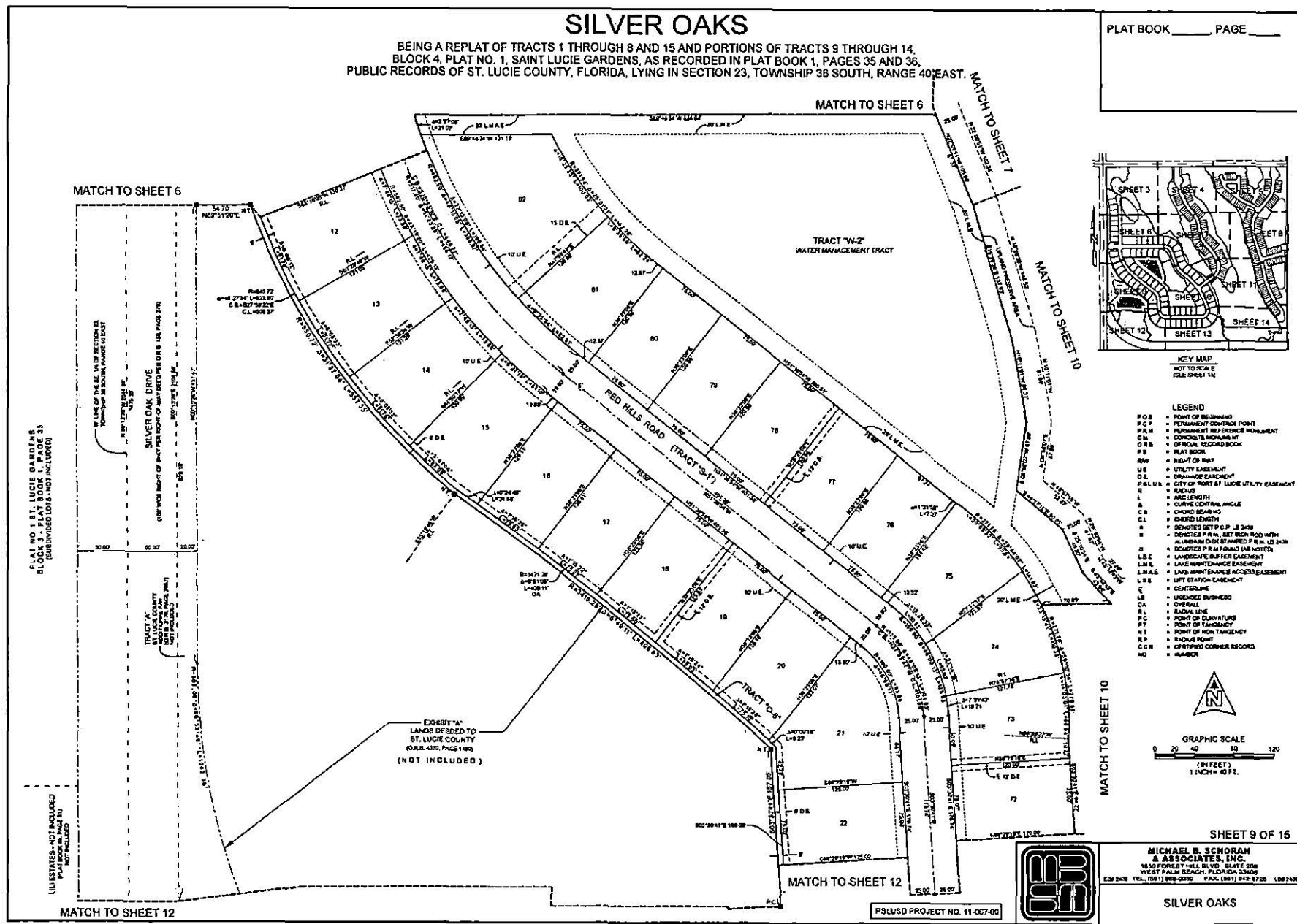
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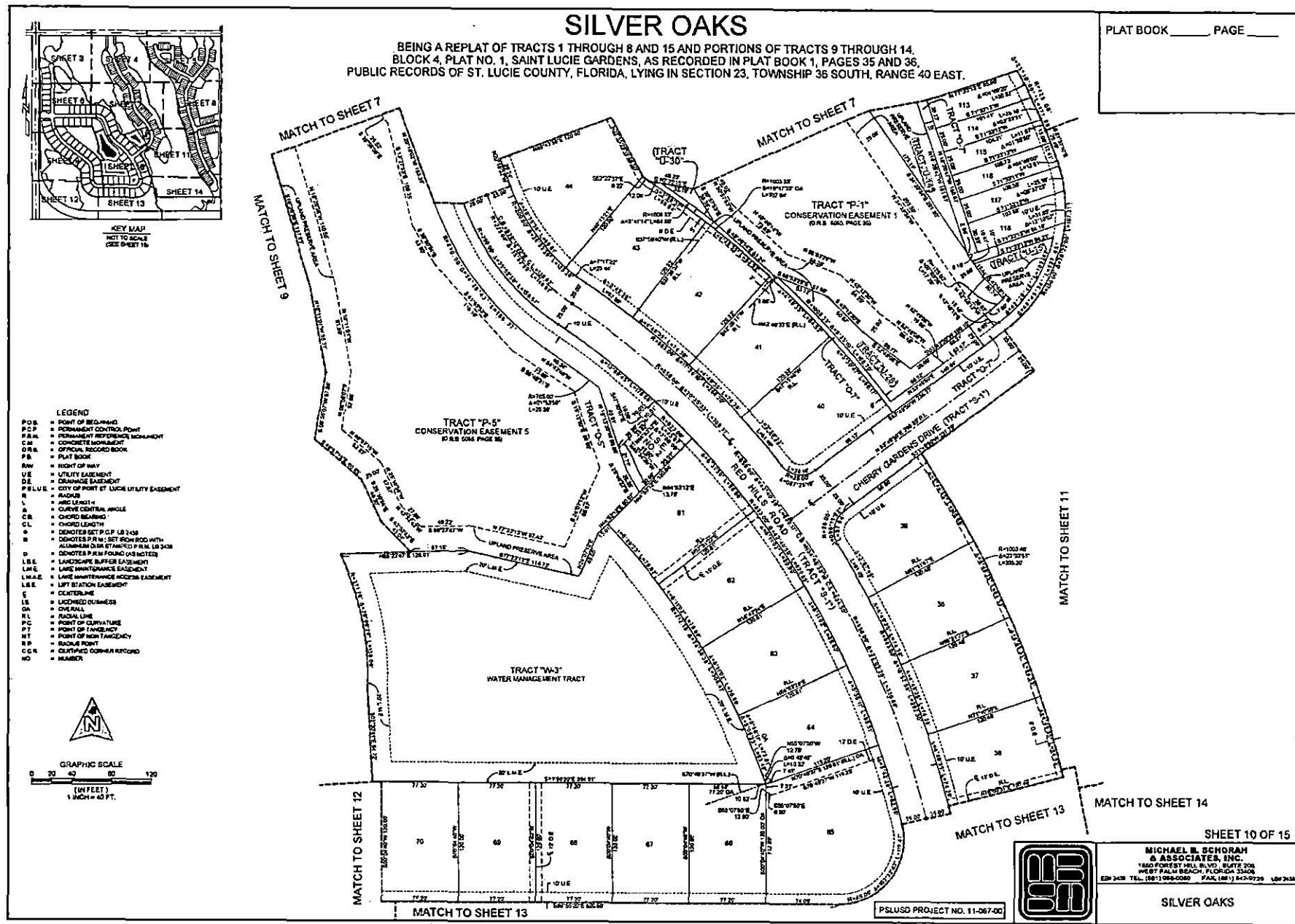


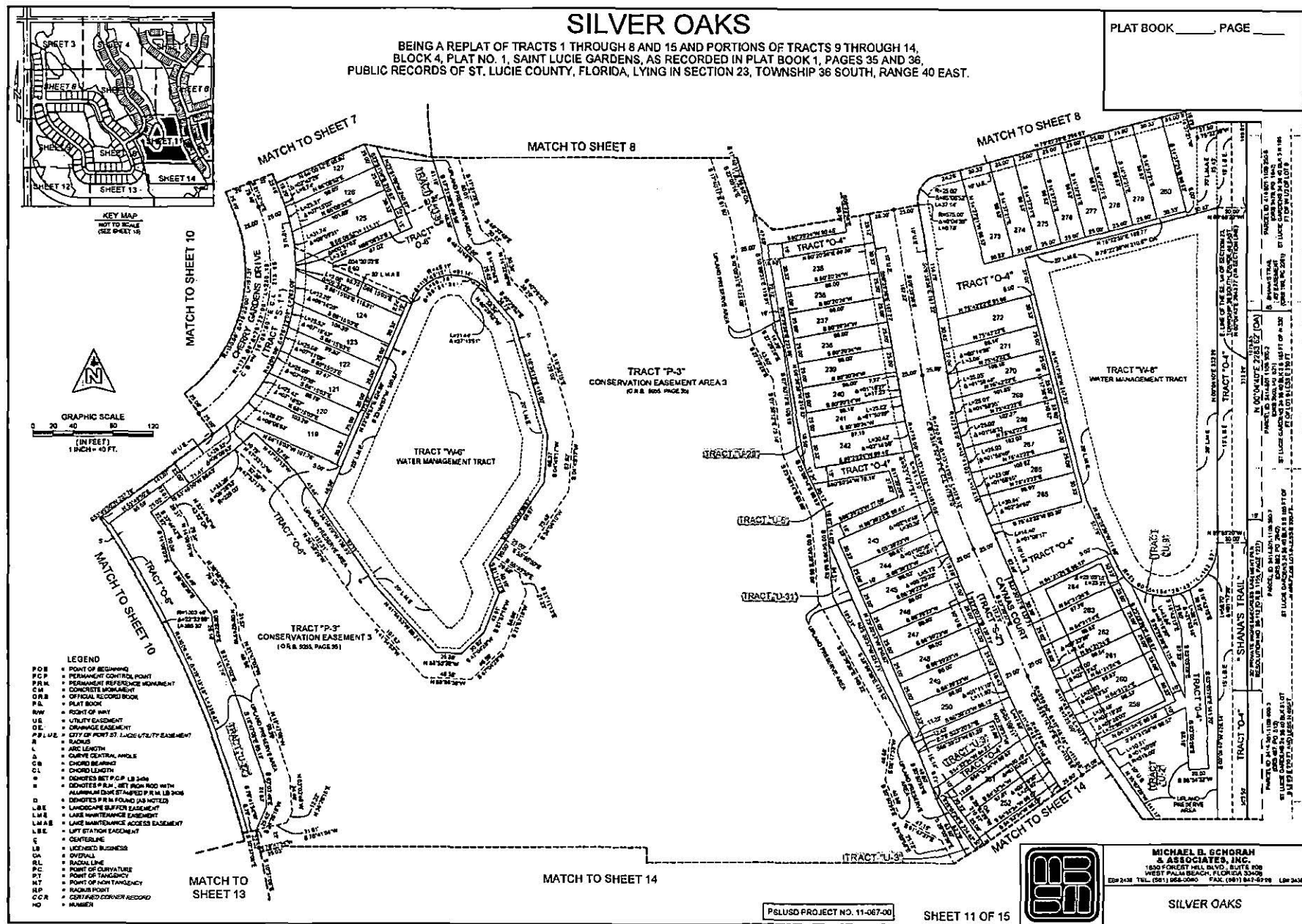
**MICHAEL B. SCHORAH
& ASSOCIATES, INC.**
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EIN 2436 TEL (561) 888-0880 FAX (561) 842-9726 LBN 2436

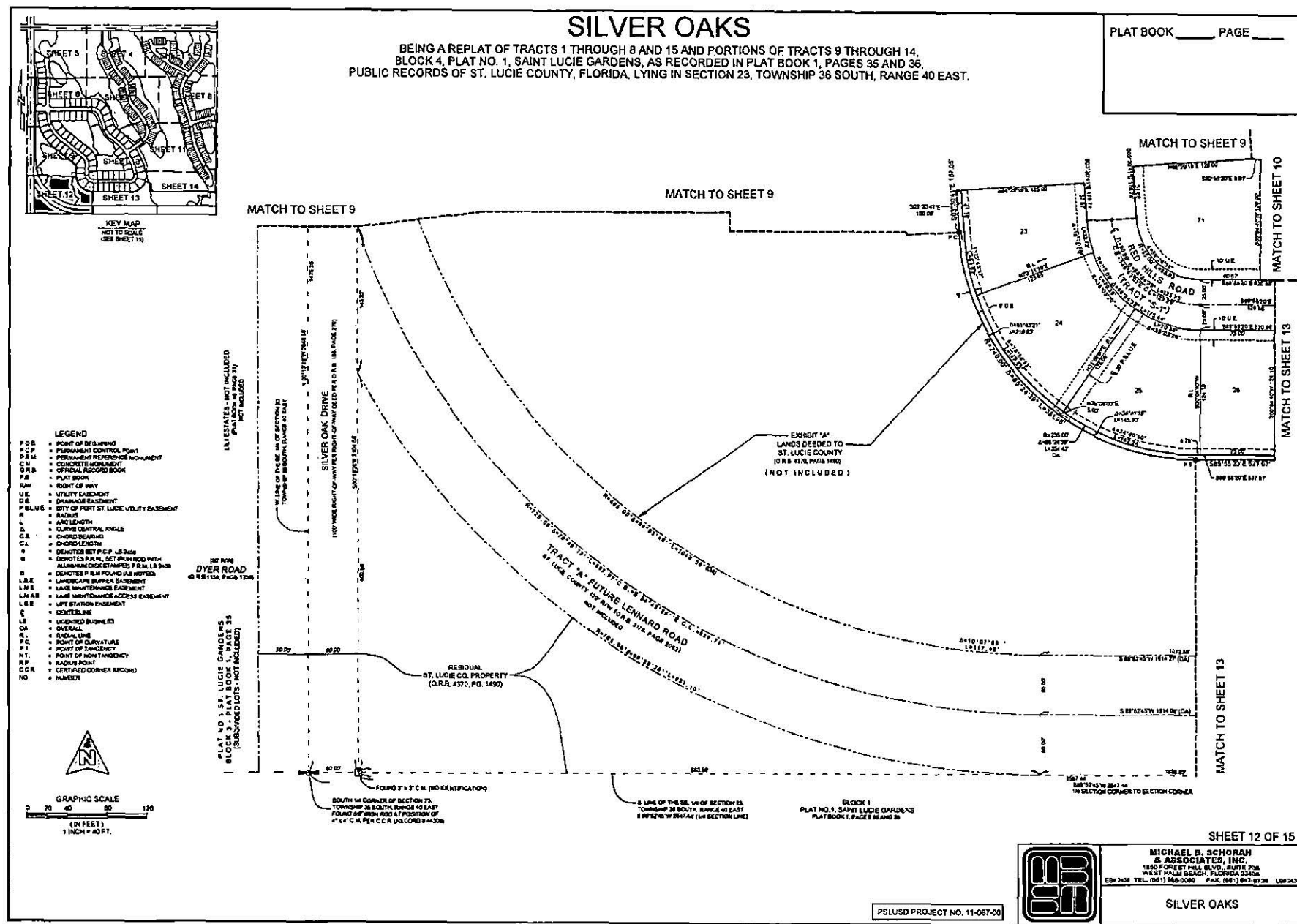
SILVER OAKS

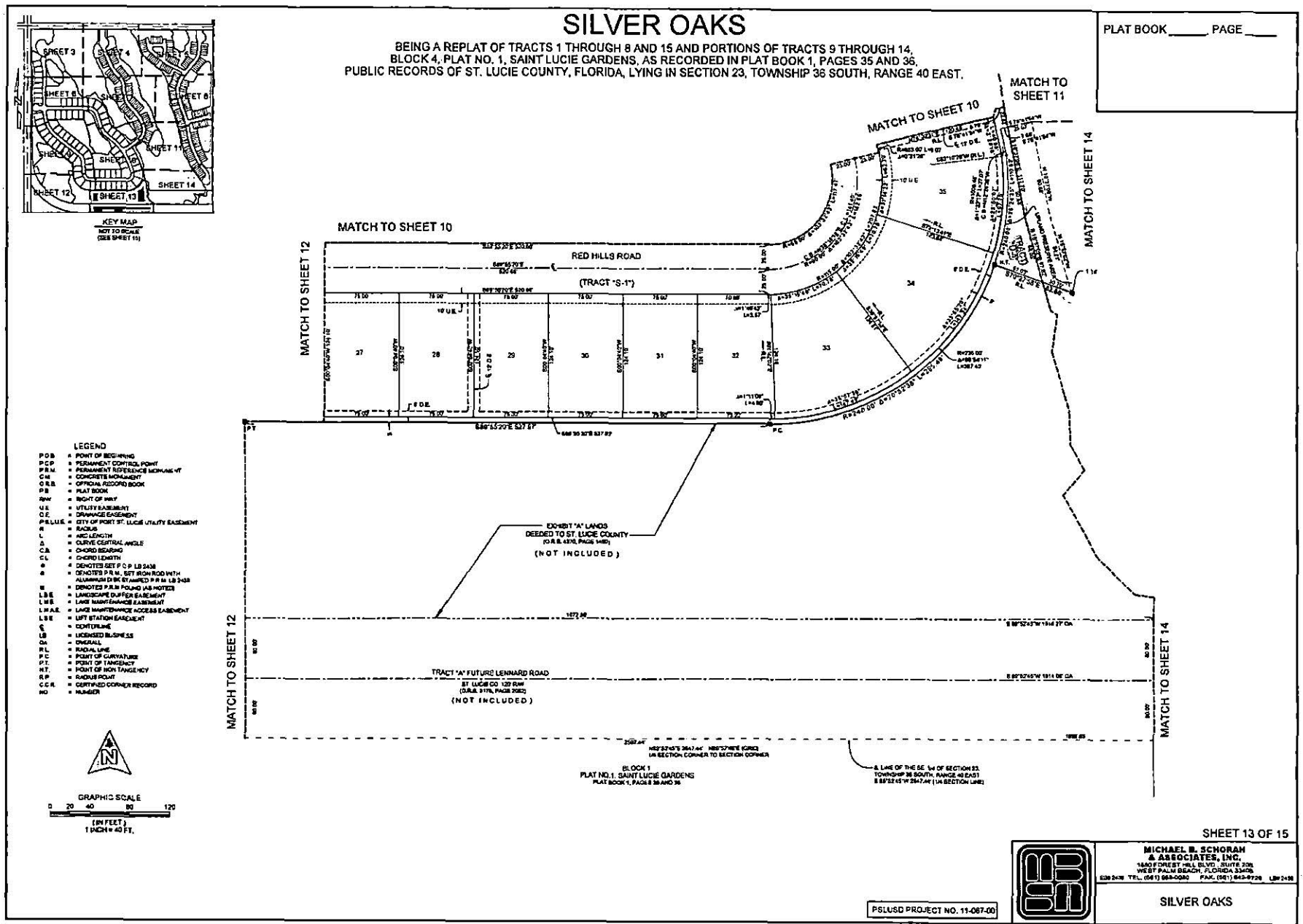
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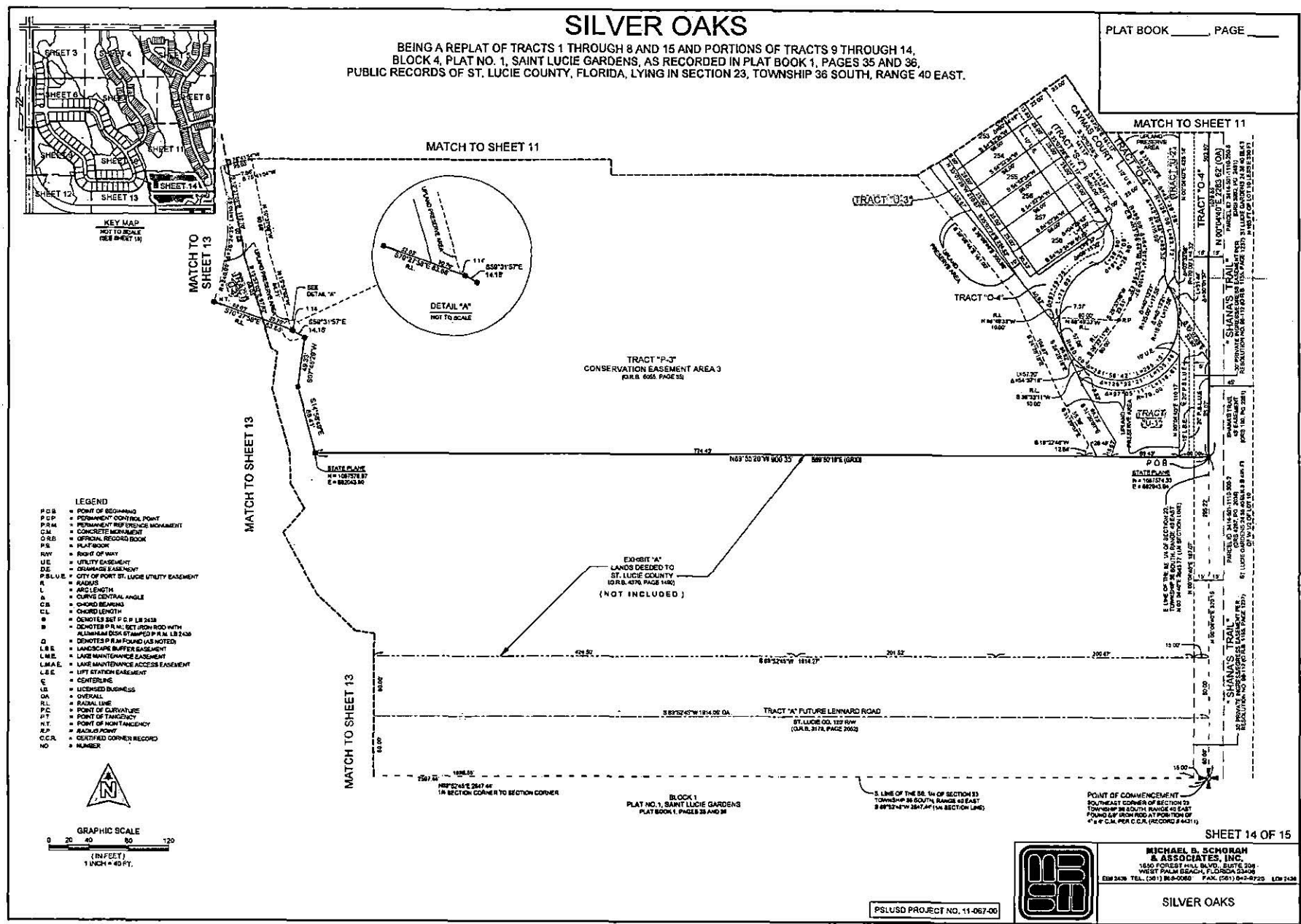












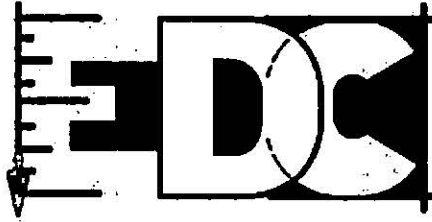


EXHIBIT "C"

ENGINEERS & SURVEYORS & ENVIRONMENTAL

**SILVER OAKS PUD
PRESERVE AREA MANAGEMENT
AND MONITORING PLAN (PAMMP)**

Parcel ID: 3414-501-0801-050-8
Silver Oak Drive
Port St. Lucie, FL 34986

Date: October 20, 2021
Project # 21-277

Prepared For:
Tim Smith
Sr. Land Development Manager
Kolter Land Partners LLC
105 NE 1st Street
Delray Beach, FL 33444
O: (561) 682 9500 ext. 444
C: (610) 637 0250

Prepared By:
EDC, Inc.
10250 SW Village Parkway
Port St Lucie, Florida 34987
(772) 223-5200

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1.00 INTRODUCTION

The Silver Oaks project site consists of 126.73 acres of land, which is located east of Silver Oak Drive and south of Tilton Road. The site is located in Section 23, Township 36 South, Range 40 East St. Lucie County, Florida.

EDC, Inc. has been retained by Kolter Land Partners to prepare this Preserve Area Management and Monitoring Plan (PAMMP) for the proposed on-site upland and wetland preserve areas. The following addresses delineation of the preserve areas, prohibited activities, and monitoring and maintenance plans for the proposed areas.

2.00 EXISTING SITE VEGETATION

Vegetation cover types within the project site boundaries include inland freshwater wetlands, and upland coniferous forests. The parcel is dominated by Pine Flatwoods, with Slash Pines and Saw Palmetto. Vegetation species for each community have been described in the Environmental Impact Report (EIR) prepared for the Silver Oaks project and; therefore, not included herein.

3.00 DELINEATION OF PRESERVE AREAS

For the purposes of this PAMMP, preserve areas shall be defined as "Preserve Areas" shown on the Site Plan for Silver Oaks prepared by EDC, Inc. (Figure 2.) A total of 23.36 acres Upland Preserve Area shall be provided. 13,068 sf, or 0.30ac. of impacts are proposed to the existing wetlands for required crossings.

4.00 SURVEY REQUIREMENTS

All Preserve Areas shall be surveyed and staked based on the approved Master Site Plan for the Silver Oaks project site. No plant material shall be removed from the Preserve Areas to facilitate surveying, fencing, or soil boring sampling without prior permission from the St. Lucie County Environmental Resources Division.

4.01 Barricading Requirements

The developer will ensure that all Preserve Areas are protected with physical barriers during all clearing and construction activities in accordance with the following guidelines.

- a) Barricades (not including turbidity screens) will be high-visibility orange safety fence with a final height of at least 4 feet above the ground. Barricades shall NOT be attached to vegetation (Figure 3.)
- b) All barricades and turbidity screens will be upright and maintained for the duration of construction.
- c) Where areas are proposed for clearing (i.e. building envelope, utilities, drainage, road right-of-way, etc.) the bright orange barricades must be offset at least 10 feet outside the Preserve Area, or, placed at the dripline of the canopy trees – whichever is greater.
- d) All native vegetation (not scheduled for removal as part of the development plans) shall be retained in their undisturbed state and will be barricaded at or outside the dripline of the trees.
- e) Cut or fill will meet existing grade without encroaching into Preserve Areas.

- f) In the event that any protective barricades are removed or altered and land clearing or construction work is being conducted on-site, all work at the site will be stopped until the barriers are restored and any necessary corrective actions taken to repair or replanting of any vegetation removed or damaged as a result of encroachments.
- g) Preserve area will be posted with signs marked "Preserve Area" every 200 feet. (Figure 4).

4.02 Prohibited Activities

Prohibited activities in the Preserve Areas or easements within Preserve Areas include, but are not limited to; construction or placing of building materials on or above the ground; dumping or placing soil or other substances such as garbage, trash, and cuttings; removal or destruction of native trees, shrubs, or other native vegetation; excavation, dredging or removal of soil materials; diking or fencing; vehicular traffic including recreational vehicle and off-road vehicle use; permanent irrigation, trimming, pruning, or fertilization; and any other activities detrimental to drainage, flood control, water conservation, erosion control or fish and wildlife conservation and preservation.

No hazardous material other than fuel for refueling on-site heavy equipment will be stored on-site during the construction phases. On-site fuel tanks will not be located within 25 feet of any Preserve Area and shall be removed upon completion of construction work. Development activities, such as the construction of building pads for associated structures, swales, or culverts for surface water management will not alter the hydrology of adjacent preserve areas. Nor should any activities increase non-point source pollution in the preserves.

No mechanical equipment shall be utilized for selective vegetative thinning within the Preserve Area to reduce direct impacts. Hand removal shall be the approved method.

5.00 RESTORATION AND MAINTENANCE ACTIVITIES

Except for approved restoration and maintenance activities, Preserve Areas shall remain undisturbed. All maintenance of Preserve Areas will be in accordance with this PAMMP. Maintenance and management activities will be performed by or under the supervision of a qualified environmental professional. The following activities are permissible within the Preserve Areas; upon receiving written approval from St. Lucie County.

- a) Exotic plant removal
- b) Re-vegetation – planting native vegetation, as necessary
- c) Removal of dead, diseased, or safety hazard plant material

5.01 Exotic Species

Exotic vegetation in Preserve Areas shall be removed by the least ecologically damaging available. Such methods include hand pulling, hand spading, chainsaw and/or treatment with an appropriate herbicide. No debris, such as plant clippings or wood scraps, shall be allowed in the Preserve Areas. All exotic species will be removed within six to nine months of receipt of the first Building Permit. Exotic and invasive species will continually be eradicated in perpetuity, as required.

5.02 Re-vegetation

Any re-vegetation which might be necessary as a result of exotic vegetation removal or site construction activities shall consist of native plants indicative of the existing plant communities. This will ensure that the Preserve Areas maintain indigenous plant associations. Re-vegetation plans shall be submitted to St. Lucie County for approval prior to implementation, if required.

If revegetation is required post exotic removal, the plant material will consist of similar species currently found within the buffer area. Any revegetation efforts will achieve 80% coverage of native vegetation within

18 months post-restoration. The actual plant material quantities will be a site-specific decision. However, the following plant list has been established for the site and is based on observations of the on-site wetland species composition.

The quantities listed are for 0.10 acres of buffer planting (IF NECESSARY). The actual quantities and species may vary depending on the size and nature of the area to be planted.

Common Name	Scientific Name	Size	Quantity	Size
Slash Pine	<i>Pinus ellottii</i>	7g	3	10' O.C.
Cabbage Palm	<i>Sabal pametto</i>	7g	3	10' O.C
Saw Palmetto	<i>Serenoa repens</i>	3g	5	5' O.C
Wax Myrtle	<i>Myrica cerifera</i>	3g	5	3' O.C
Beauty Berry	<i>Callicarpa americana</i>	3g	20	3' O.C
Sand Cordgrass	<i>Spartina bakeri</i>	3g	15	3' O.C

5.03 Removal of Plant Material

No native plant material shall be removed from the Preserve Areas. Dead or diseased plant material may be removed only upon a written finding by St. Lucie County that the material creates a safety hazard to buildings within the fall zone of the material or the material does not add to the continued health of the Preserve Area. Re-vegetation may be required for any removed plant material.

6.00 MISCELLANEOUS PROVISIONS AND RESTRICTIONS

6.01 Dust

During construction, dust annoyance to adjacent property owners and Preserve Areas shall be eliminated via application of water or other approved means.

6.02 Noise

Noise resulting from project site construction shall not exceed the noise levels and other requirements stated in St. Lucie County Ordinances.

6.03 Periodic Cleanup/Basic Site Restoration

During construction, all accumulated debris and cleared vegetation will be removed from the project site on a regular basis, and as ordered by the Environmental Consultant and/or Project Engineer. **NO** construction debris or cleared vegetation shall be moved or stored within the on-site Preserve Areas.

6.04 Water Quality

Turbidity curtains and erosion control structures (Figure 5) will be installed around all Wetland Preserve areas to prevent siltation and encroachment of turbid waters. All turbidity curtains and erosion control structures installed will be inspected by the Engineer and the Environmental Consultant prior to construction activities.

6.05 Chemical, Fuel, and Other Hazardous Materials

All chemicals, fuel, and other hazardous materials used on-site during construction activities, whether herbicide, pesticide, solvent, or reactant of other classification, will be required to have

Environmental Protection Agency (EPA) or Housing and Urban Development (HUD) approval. The handling, use, storage, and disposal of such materials, containers, or residues shall be in strict conformance with the manufacturer and/or supplier's instructions. **NO** chemicals, fuel, or other hazardous materials will be stored within Preserve Areas. A hazardous substance cleanup kit will be kept on-site during construction activities. **NO** chemicals, fuel, or other hazardous materials will be stored within twenty-five (25) feet of a preserve area.

6.06 Construction Equipment

NO heavy equipment or construction equipment shall be stored, cleaned, repaired, or fueled in or within twenty-five (25) feet of a Preserve Area.

7.00 MONITORING AND MAINTENANCE PLAN

The proposed Preserve Areas of the Silver Oaks project site will be monitored annually for a five (5) year period. A time-zero monitoring report will be completed prior to construction. Monitoring will be conducted annually and annual reports, documenting the results of the annual monitoring iterations, will be prepared to document the progress of the Preserve Areas located on-site. The reports will include vegetation analysis, wildlife utilization, panoramic photographs, and conclusions of the annual monitoring events.

7.01 Monitoring Set-up

Monitoring locations will be established within the Preserve Area (Figure 6). The beginning of the transect will be marked with a 10' tall, 1/4" PVC Pipe. The PVC Pipe will also serve as the panoramic photograph location. A compass bearing from the PVC Pipe will be established for each transect. The GPS Location of all PVC pipes will be recorded with a hand-held GPS unit.

7.02 Vegetation Survey

Biologists will conduct annual vegetation surveys of the transects for a period of five (5) years. Each vegetative community type will be represented in the transect and major vegetation zones will be identified. Vegetation inside the transects will be identified to species level, when possible. The percent-coverage of each species will be recorded.

7.03 Panoramic Transect and Photographs

During each monitoring event, color photographs that contain a viewing field of 180 degrees will be taken. The photographs will provide physical documentation of the conditions within the Preserve Area. Photographs of the annual monitoring iterations will be included in each of the annual reports.

7.04 Wildlife Utilization

A qualitative study of wildlife utilization (birds, mammals, amphibians, and reptiles) will be conducted during each sample iteration. Wildlife utilization will be determined by sighting, scat, calls, nets, burrows, tracks, etc. A species list of observed wildlife from each of the annual monitoring iterations will be compiled and included in the annual reports.

7.05 Exotic Plant Species

Exotic and nuisance plant species will be removed, in perpetuity, within the Proposed Preserve Area. Exotic Species currently located within the Silver Oaks property will be removed from the site. Other exotic and nuisance species will be treated with an approved herbicide (i.e., Rodeo, Garlon) or pulled by hand. Exotic maintenance will be performed on an as needed basis, depending on the existing condition during each annual monitoring iteration.

The proposed Preserve Area will be maintained at <5% of listed exotic and nuisance vegetation as defined by the Exotic Pest Plant Council (Table 1). Maintenance conducted in perpetuity and run with the land.

7.06 Monitoring Reports

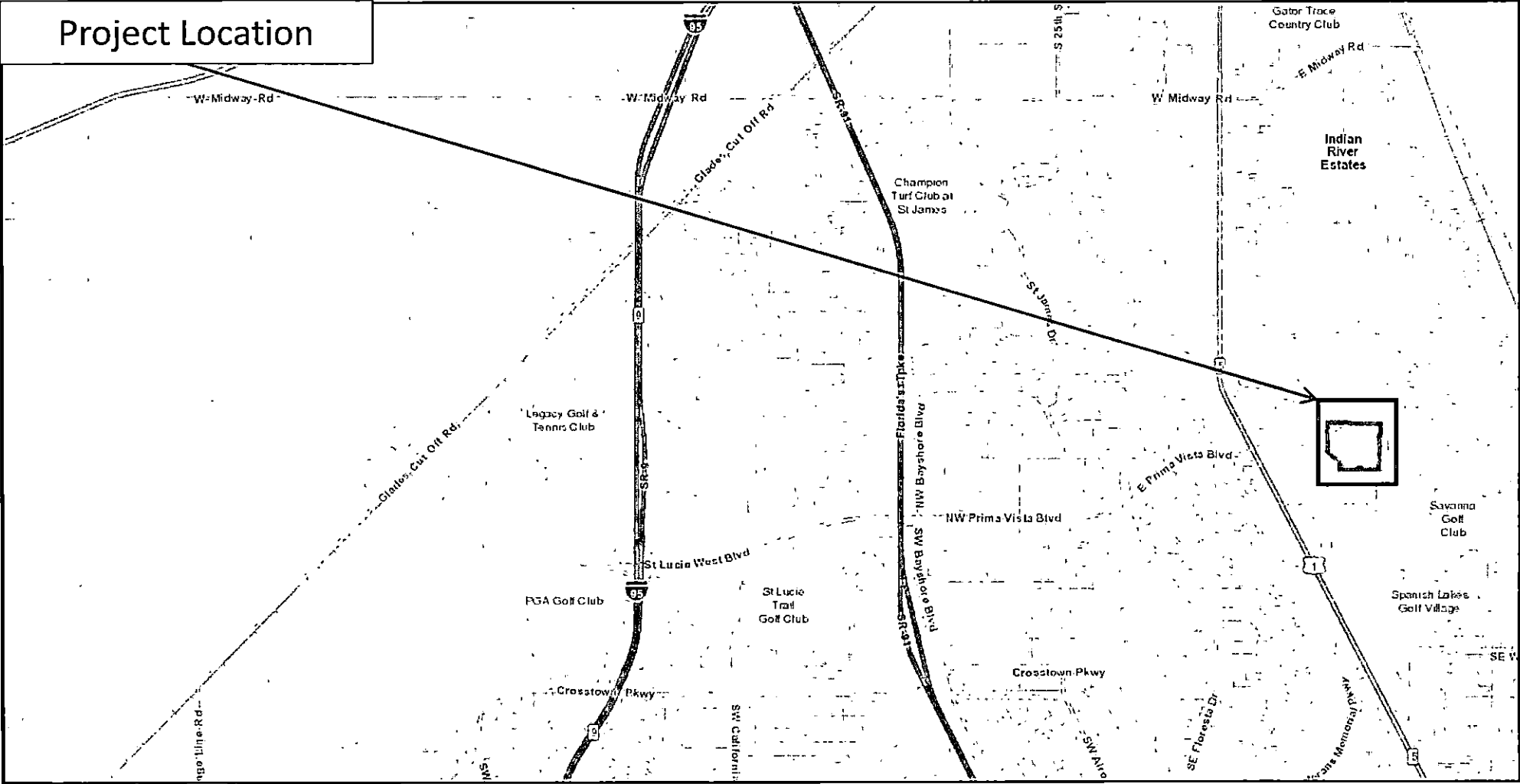
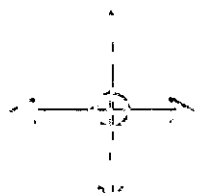
Annual monitoring reports, depicting results of each of the annual monitoring events, will be submitted to the St. Lucie County Community Development Department and St. Lucie County Environmental Resource Division. The baseline report will be submitted within thirty (30) days of permit issuances with reports annually thereafter.

Annual reports will be submitted within (30) days of sampling the Preserve Area. The monitoring reports will contain, but are not limited to, the following data:

- Results of the annual vegetation surveys;
- Results of the annual wildlife surveys;
- Annual panoramic and transect photographs,
- Discussion of project issues related to vegetation, hydrology, exotic species and permit compliance, according to St. Lucie County permit conditions.

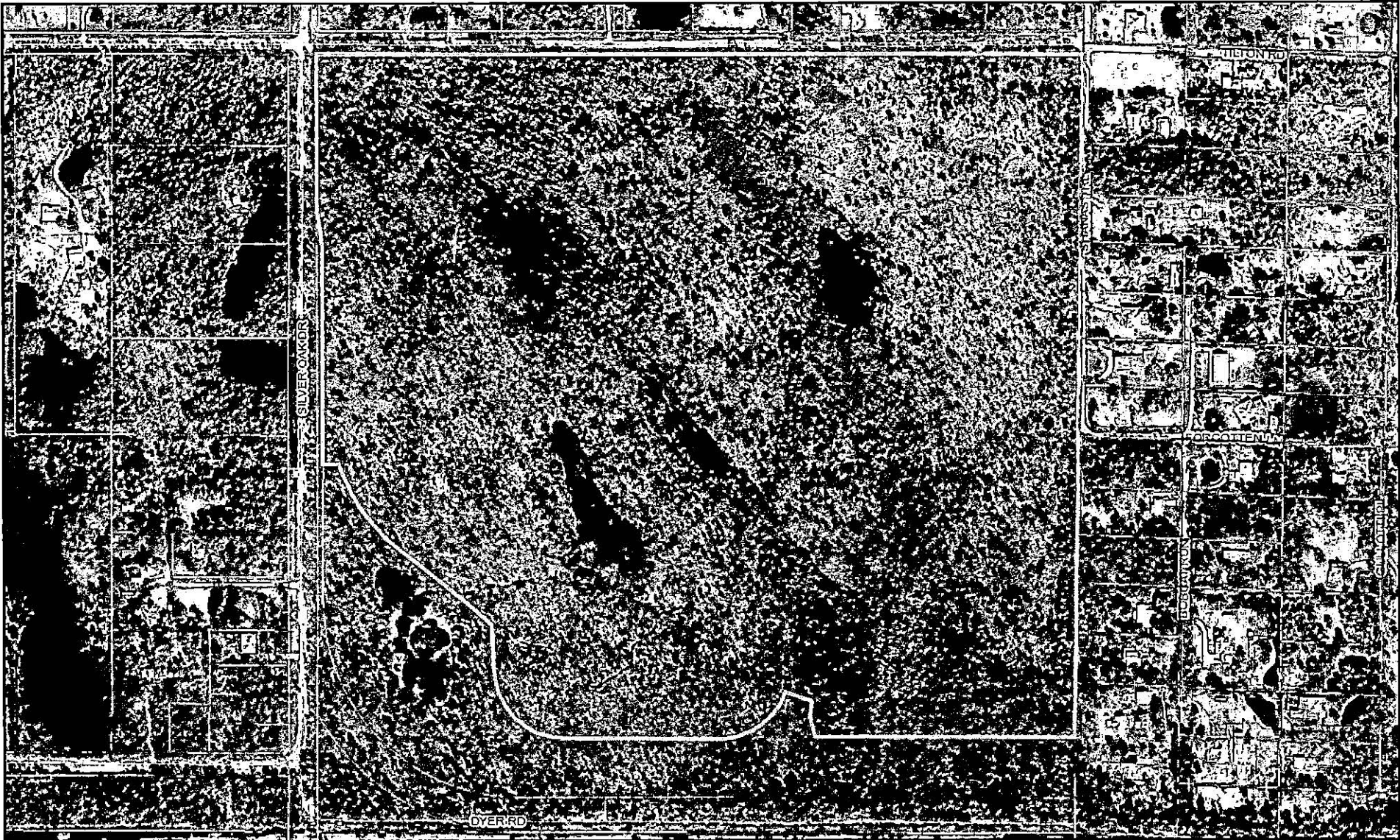
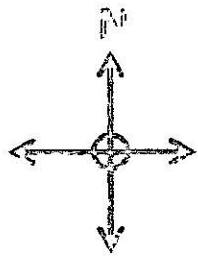


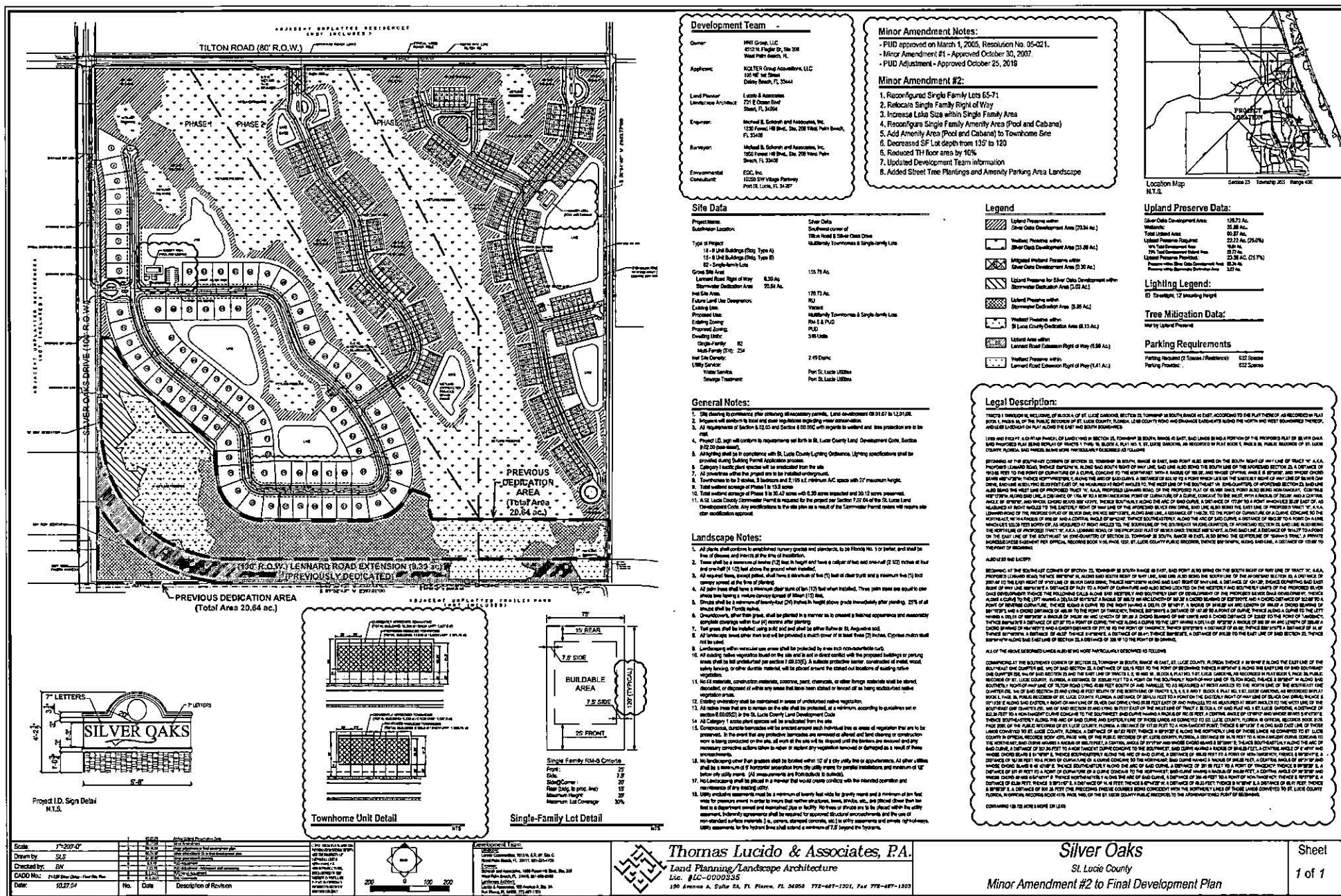
Environmental Assessment		
Silver Oak Drive Port St. Lucie, St. Lucie County, FL		
Location Map		
Project: 21-277	Kolter Land Partners	05/17/2021



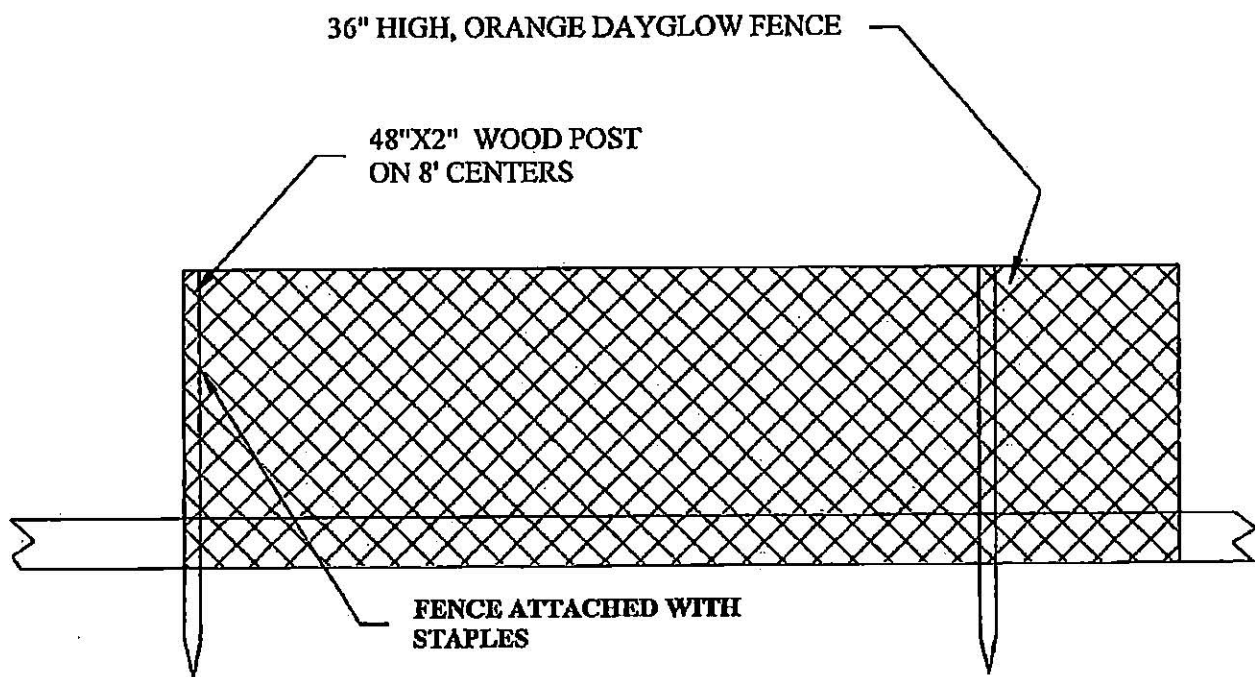


Environmental Assessment		
Silver Oak Drive		
Port St. Lucie, St. Lucie County, FL		
Property Appraiser Map		
Project: 21-277	Kolter Land Partners	05/17/2021





NOT TO SCALE



48"X2" WOOD POST
ON 8' CENTERS

**FENCE ATTACHED WITH
STAPLES**

21-277

1 OF 1

SILVER OAKS

PRESERVE AREA MANAGEMENT & MONITORING PLAN

PRESERVE BARRICADE DETAIL



POST SAINT LUCIE OFFICE
10250 SW VILLAGE PARKWAY - SUITE 201
PORT SAINT LUCIE, FL 34987
☎ 772-482-2466
🌐 www.ego-inc.com

F.B.I. CERTIFICATE OF AUTHORIZATION 8935
LB CERTIFICATE OF AUTHORIZATION 8098

PRESERVE AREA

PLEASE PROTECT

NO DUMPING, VEHICULAR TRAFFIC,
REMOVAL OF NATIVE VEGETATION, OR
INTRODUCTION OF EXOTIC SPECIES.

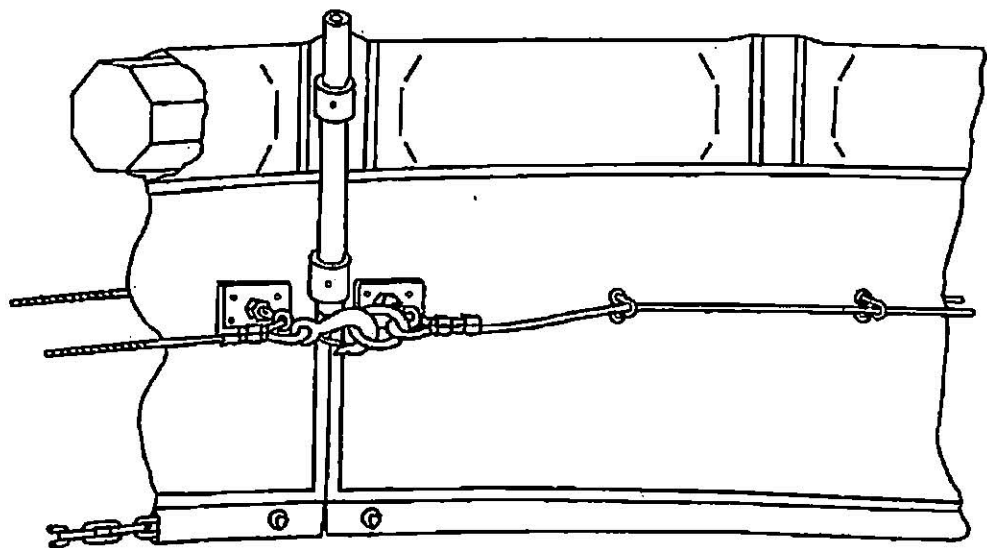
By Order of St. Lucie County Board of County Commissioners
To Report Violations Contact (772) 462-2526



Figure 4. Preserve Area Sign.

NOT TO SCALE

TURBIDITY CURTAIN



SPECIFICATIONS

- FABRIC:** HIGH STRENGTH NYLON REINFORCED VINYL, HIGH VISIBILITY YELLOW, 22 OZ. /YD WEIGHT.
- CONNECTOR:** SNAP HOOKS AND RINGS CONNECT LOAD LINES WITH SLOTTED REINFORCED PVC PIPE FOR FABRIC CLOSURE. OPTIONAL EXTRUDED ALUMINUM CONNECTORS.
- FLOTATION:** 12" EXPANDED POLYSTYRENE OVER 29 LBS/FT BUOYANCY.
- BALLAST:** 5/16" GALVANIZED CHAIN (1.1 LBS/FT.)
- LOAD LINES:** DUAL 5/16" GALVANIZED WIRE ROPES WITH HEAVY VINYL COATING.

TURBIDITY CURTAINS ARE TO REMAIN IN PLACE FOR A PERIOD OF TIME NOT LESS THAN SEVEN (7) DAYS AFTER WORK HAS BEEN COMPLETED AND TURBIDITY LEVELS ARE EQUAL TO OR BELOW BACKGROUND N.T.U. LEVELS.

CATEGORY I

Invasive exotics that are altering native plant communities by displacing native species, changing community structures or ecological functions, or hybridizing with natives. This definition does not rely on the economic severity or geographic range of the problem, but on the documented ecological damage caused.

Scientific Name	Common Name	Zone	Scientific Name	Common Name	Zone
<i>Abies precatorius</i>	rosary pea	C, S	<i>Melinis repens</i>	Natal grass	C, S
<i>Acacia auriculiformis</i>	earleaf acacia	C, S	<i>Microrum grossum</i> ¹	serpent fern, wart fern	S
<i>Albizia julibrissin</i>	mimosa, silk tree	N, C	<i>Microrum vimineum</i>	Japanese stiltgrass	N
<i>Albizia lebbek</i>	women's tongue	C, S	<i>Mimosa pigra</i>	catclaw mimosa	C, S
<i>Ardisia crenata</i>	coral ardisia	N, C, S	<i>Nandina domestica</i>	heavenly bamboo, nandina	N, C
<i>Ardisia elliptica</i>	shoebutton ardisia	C, S	<i>Nephrolepis brownii</i>	Asian sword fern	C, S
<i>Asparagus aethiopicus</i>	asparagus fern	N, C, S	<i>Nephrolepis cordifolia</i>	sword fern	N, C, S
<i>Bauhinia variegata</i>	orchid tree	C, S	<i>Neyraudia reynaudiana</i>	Burma reed	S
<i>Bischofia javanica</i>	bishopwood	C, S	<i>Nymphoides cristata</i>	crested floatingheart	C, S
<i>Calophyllum antillarum</i>	Santa Maria	S	<i>Paederia cruddasiana</i>	sewer vine	S
<i>Casuarina equisetifolia</i>	Australian pine	N, C, S	<i>Paederia foetida</i>	skunk vine	N, C, S
<i>Casuarina glauca</i>	suckering Australian pine	C, S	<i>Panicum repens</i>	torpedograss	N, C, S
<i>Cenchrus purpureus</i>	elephantgrass, Napier grass	N, C, S	<i>Paspalum stratiotes</i>	water-lettuce	C, S
<i>(Pennisetum purpureum)</i>			<i>Psidium cattleianum</i>	strawberry guava	C, S
<i>Cinnamomum camphora</i>	camphor tree	N, C, S	<i>Psidium guajava</i>	guava	C, S
<i>Colocasia esculenta</i>	wild taro	N, C, S	<i>Pueraria montana var. lobata</i>	kudzu	N, C, S
<i>Colubrina alata</i>	latherleaf	S	<i>Rhodomyrtus tomentosa</i>	downy rose-myrtle	C, S
<i>Cupaniopsis anacardioides</i>	carrotwood	C, S	<i>Ruellia simplex</i>	Mexican petunia	N, C, S
<i>Deparia petersenii</i>	Japanese false spleenwort	N, C	<i>Salvinia minima</i>	water spangles	N, C, S
<i>Discorea alata</i>	winged yam	N, C, S	<i>Scaevola taccada</i>	beach naupaka, half-flower	N, C, S
<i>Dioscorea bulbifera</i>	air potato	N, C, S	<i>Schefflera actinophylla</i>	schefflera, umbrella tree	C, S
<i>Dolichandra unguis-cati</i>	cat's-claw vine	N, C, S	<i>Schinus terebinthifolia</i>	Brazilian pepper	N, C, S
<i>(Macfadyena unguis-cati)</i>			<i>Scleria lacustris</i>	Wright's nutrush	C, S
<i>Eichhornia crassipes</i>	water-hyacinth	N, C, S	<i>Scleria microcarpa</i>	tropical nutrush	C, S
<i>Eugenia uniflora</i>	Surinam cherry	C, S	<i>Senna pendula var. glabrata</i>	Christmas senna, climbing cassia	C, S
<i>Ficus microcarpa</i> ²	laurel fig	C, S	<i>Solanum tamponense</i>	wetland night shade	C, S
<i>Hydrilla verticillata</i>	hydrilla	N, C, S	<i>Solanum viarum</i>	tropical soda apple	N, C, S
<i>Hydrophilus polysperma</i>	green hygro	N, C, S	<i>Sporobolus jacquemontii</i>	West Indian dropseed	C, S
<i>Hymenocallis amplexicaulis</i>	West Indian marsh grass	N, C, S	<i>Synantherum podophyllum</i>	arrowhead vine	N, C, S
<i>Impatiens cylindrica</i>	cogon grass	N, C, S	<i>Syzygium cumini</i>	Java plum	C, S
<i>Ipomoea aquatica</i>	water spinach	C	<i>Tectaria indica</i>	incised halberd fern	S
<i>Jasminum dichotomum</i>	Gold Coast jasmine	C, S	<i>Thelypteris opulenta</i>	jeweled maidenhair fern	S
<i>Jasminum fluminense</i>	Brazilian jasmine	C, S	<i>Thespesia populnea</i>	seaside mahoe	C, S
<i>Lantana strigocamarata</i> ³	lantana, shrub verbena	N, C, S	<i>Tradescantia fluminensis</i>	small-leaf spiderwort	N, C
<i>Ligustrum lucidum</i>	glossy privet	N, C	<i>Tradescantia spathulacea</i>	oyster plant	C, S
<i>Ligustrum sinense</i>	Chinese privet	N, C, S	<i>Triplaris sebifera</i>	Chinese tallow-tree	N, C, S
<i>Lonicera japonica</i>	Japanese honeysuckle	N, C, S	<i>(Sapium sebiferum)</i>		
<i>Ludwigia peruviana</i>	Peruvian primrosewillow	N, C, S	<i>Urena lobata</i>	Caesar's weed	N, C, S
<i>Lumnitzera racemosa</i>	black mangrove	S	<i>Urochloa mutica</i>	paragrass	N, C, S
<i>Luziola subintegra</i>	Tropical American watergrass	S	<i>Vitex rotundifolia</i>	beach vitex	N
<i>Lygodium japonicum</i>	Japanese climbing fern	N, C, S			
<i>Lygodium microphyllum</i>	Old World climbing fern	N, C, S			
<i>Mahoea zapota</i>	sapodilla	S			
<i>Melaleuca quinqueveria</i>	melaleuca, paper bark	C, S			

¹ Does not include *Ficus microcarpa* var. *fuyensis*, which is sold as "green island ficus".

² Historically this non-native has been referred to as *Lantana camara*, a species not known to occur in Florida.

³ Does not include the native endemic *Spermacoce neoterminalis*.

⁴ *Microrum grossum* has been previously misidentified as *Microrum scolopendria*.

⁵ Added to the FLEPPC List of Invasive Species in 2019.

Plant names are those published in the Atlas of Florida Plants (<http://www.florida.plantatlas.usf.edu>). For historical species nomenclature see "Guide to Vascular Plants of Florida Third Edition," Wunderlin and Hansen, University of Florida Press, 2011.

CATEGORY II

Invasive exotics that have increased in abundance or frequency but have not yet altered Florida plant communities to the extent shown by Category 1 species. These species may become Category 1 if ecological damage is demonstrated.

Scientific Name	Common Name	Zone	Scientific Name	Common Name	Zone
<i>Adenanthura pavonina</i>	red sandalwood	S	<i>Koeleria elegans</i> subsp. <i>formosa</i>	flamegold tree	C, S
<i>Agave strobilata</i>	sisal hemp	C, S	<i>Landoltia punctata</i>	spotted duckweed	N, C, S
<i>Alstonia macrophylla</i>	devil tree	S	<i>Leucaena leucocephala</i>	leadtree	N, C, S
<i>Alternanthera philoxeroides</i>	alligatorweed	N, C, S	<i>Limnophila sessiliflora</i>	Asian marshweed	N, C, S
<i>Antigonon leptopus</i>	coral vine	N, C, S	<i>Livistona chinensis</i>	Chinese fan palm	C, S
<i>Ardisia japonica</i>	Japanese ardisia	N	<i>Macropodium lathyroides</i>	wild bushbean	N, C, S
<i>Aristolochia elegans</i>	calico flower	N, C, S	<i>Melaleuca viminalis</i>	bottlebrush	C, S
<i>(Aristolochia littoralis)</i>			<i>(Callistemon viminalis)</i>		
<i>Ayctasia gangetica</i>	Ganges primrose	C, S	<i>Melia azadirach</i>	Chinaberry	N, C, S
<i>Begonia cucullata</i>	wax begonia	N, C, S	<i>Melinis minutiflora</i>	mollasses grass	C, S
<i>Broussonetia papyrifera</i>	paper mulberry	N, C, S	<i>Mikania micrantha</i>	mile-a-minute vine	S
<i>Bruguiera gymnorhiza</i>	large-leaved mangrove	S	<i>Momordica charantia</i>	balsam-apple	N, C, S
<i>Calisia fragrans</i>	inch plant	C, S	<i>Murraya paniculata</i>	orange-jessamine	S
<i>Casuarina cunninghamiana</i>	river sheoak	C, S	<i>Myriophyllum spicatum</i>	Eurasian water-milfoil	N, C, S
<i>Cecropia palmata</i>	trumpet tree	S	<i>Passiflora biflora</i>	twin-flowered passion vine	S
<i>Cenchrus polystachios</i>	mission grass	S	<i>Phoenix reclinata</i>	Senegal date palm	C, S
<i>(Pennisetum polystachios)</i>			<i>Phyllostachya aurea</i>	golden bamboo	N, C
<i>Cenchrus setaceus</i>	fountain grass	S	<i>Pitcairnia pentandrum</i>	Taiwanese cheesewood	S
<i>(Pennisetum setaceum)</i>			<i>Platycentrum bifurcatum</i>	staghorn fern	S
<i>Cestrum diurnum</i>	day jessamine	C, S	<i>Praxella clematidea</i>	praxella	C
<i>Chamaedorea seifrizii</i>	bamboo palm	S	<i>Pteris vittata</i>	Chinese brake, ladder brake	N, C, S
<i>Clematis terniflora</i>	Japanese clematis	N, C	<i>Psychaspermum elegans</i>	solitary palm	S
<i>Cocos nucifera</i>	coconut palm	S	<i>Richardia grandiflora</i>	large-flower Mexican clover	N, C, S
<i>Crotophaga palmarum</i>	redflower ragleaf	C, S	<i>Ricinus communis</i>	castorbean	N, C, S
<i>Cryptostegia madagascariensis</i>	Madagascar rubbervine	C, S	<i>Rotala rotundifolia</i>	dwarf rotala, roundleaf toothcup	S
<i>Cyperus involutus</i>	umbrella plant	C, S	<i>Ruellia blechnum</i>	green shrimp plant	N, C, S
<i>Cyperus prolixus</i>	dwarf papyrus	C, S	<i>Sesbania punicea</i>	rattlebox	N, C, S
<i>Dactyloctenium aegyptium</i>	Durban crow's-foot grass	C, S	<i>Sida platanifolia</i>	mata-pasto	C, S
<i>Daibergeria sissoo</i>	Indian rosewood, sissoo	C, S	<i>Solanum diphyllum</i>	twinkle nightshade	N, C, S
<i>Dalechampia scandens</i>	spurge-creeper	S	<i>Solanum torvum</i>	turkey berry	N, C, S
<i>Dalmanella tuberosa</i>	Spanish arbor vine, wood-rose	C, S	<i>Spermacoce verticillata</i> ⁵	shrubby false buttonweed	C, S
<i>(Merremia tuberosa)</i>			<i>Sphagneticola trilobata</i>	wedelia	N, C, S
<i>Dracaena hyacinthoides</i>	bowstring hemp	C, S	<i>Stachytarpheta cayennensis</i>	nettle-leaf portweed	S
<i>(Scaevola hyacinthoides)</i>			<i>Syagrus romanzoffiana</i>	queen palm	C, S
<i>Eleoagnus pungens</i>	silverthorn, thorny olive	N, C	<i>Syzygium jambos</i>	Malabar plum, rose-apple	N, C, S
<i>Eleoagnus umbellata</i>	autumn olive, silverberry	N	<i>Talipariti tiliaceum</i>	mahoe, sea hibiscus	C, S
<i>Epipremnum pinnatum</i> cv. <i>'Aureum'</i>	pothos	C, S	<i>Terminalia catappa</i>	tropical almond	C, S
<i>Euaphia graminea</i>	Chinese crown orchid	C, S	<i>Terminalia muelleri</i>	Australian almond	C, S
<i>Ficus altissima</i>	council tree, false banyan	S	<i>Tribulus cistoides</i>	puncture vine, burr-nut	N, C, S
<i>Ficus indica</i>	governor's plum	S	<i>Urochloa maxima</i>	Guineagrass	N, C, S
<i>Hemarthria altissima</i>	limpgrass	C, S	<i>(Panicum maximum)</i>		
<i>Heteropterys brachyloba</i>	redwing	S	<i>Vernicia fordii</i>	lung-oil tree	N, C, S
<i>Hyporhenia ruga</i>	jaraguá	N, C, S	<i>Vitex trifolia</i>	simple-leaf chastetree	C, S
<i>Ipomoea carnea</i> subsp. <i>fistulosa</i>	shrub morning-glory	C, S	<i>Washingtonia robusta</i>	Washington fan palm	C, S
<i>Kalanchoe x haughtonii</i>	mother of millions	N, C, S	<i>Wisteria sinensis</i>	Chinese wisteria	N, C
<i>Kalanchoe pinnata</i>	life plant	C, S	<i>Xanthosoma sagittifolium</i>	malanga, elephant ear	N, C, S

EXHIBIT "D" 024-09-784

LANDSCAPING/MITIGATION IMPROVEMENT AGREEMENT

THIS IMPROVEMENT AGREEMENT, is entered into this 19 day of September, 2024, by and between CRE-KL Silver Oaks Owner LLC (the "Developer"), and **ST. LUCIE COUNTY**, a political subdivision of the State of Florida, (the "County").

W I T N E S S E T H:

WHEREAS, the Developer removed native upland habitat (i.e., both native vegetative understory, and native trees and cabbage palms) within known preserve areas utilized to satisfy tree mitigation requirements for the project in St. Lucie County, Florida, known as Silver Oaks Planned Unit Development (PUD) (the "Project"); and

WHEREAS, the St. Lucie County Land Development Code (LDC), Section 11.04.01(B) requires that any site plan shall be subject to the Developer providing assurance that all required improvements shall be satisfactorily constructed according to the approved plan and an Improvement Agreement; and

WHEREAS, the LDC requires that the Developer of this Project satisfy all tree mitigation requirements; and

WHEREAS, the certain requirements of the Project including an updated tree mitigation plan accounting for the unauthorized removal of native upland habitat (i.e., both native vegetative understory and native trees) totaling 2,787 native understory plants (i.e., shrubs), 2,350 inches diameter at breast height (DBH) and 106 cabbage palms within 6.4 acres of unauthorized removal of native upland habitat associated with the previously approved habitat set aside utilized to satisfy all tree mitigation requirements, which shall be provided within twelve (12) months from the issuance of a Certificate of Occupancy for any building permits on the subject site under the guarantees posted with the County; and

WHEREAS, the understory vegetation (i.e., shrubs) is being replaced at the required 1:1 ratio and the native trees are being replaced at the required 4:1 ratio, should it be determined there is insufficient capacity within the known preserve areas to install all the required vegetation, a fee in lieu at \$15.00 per remaining shrub and \$200.00 per remaining inch DBH shall be provided to the St. Lucie County Board of County Commissioners.

-1-

MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT
SAINT LUCIE COUNTY
FILE # 5388384 09/19/2024 04:18:39 PM
DR BOOK 5209 PAGE 669 - 688 Doc Type: AGR
RECORDING: \$171.50

NOW THEREFORE, in consideration of the intent and desire of the Developer as set forth herein, the Developer and County agree as follows:

1. **COMPLETION OF REQUIRED IMPROVEMENTS.** The Developer agrees to satisfactorily complete the required improvements, including required tree mitigation (the "Improvements") for the above referenced development within twelve (12) months from issuance of a Certificate of Occupancy, according to the updated tree mitigation plan approved by the Director of the Environmental Resources Department ("Director"). The Director may extend the time to complete the required improvements for one additional six-month term. If this extension is granted, the term of the bond must also be extended for at least six months. The Improvements are more particularly set forth on those certain plans drawn by the Developer's Landscape Architect, Frank Banham, dated August 16, 2024, or as amended and approved by the Director. The Improvements must then remain alive and in healthy condition as determined by the Director for eighteen months (18) after installation or completion of construction, whichever occurs later.

2. **SECURITY.** The Developer, in accordance with the requirements established by the St. Lucie County LDC, agrees to provide the County with security in a form acceptable to the County Attorney in the amount of Five Hundred Eighty-One Thousand Three Hundred Eighty-Four and 00/00 DOLLARS (\$581,384.00) representing 100% of the estimated cost of the Improvements as calculated using Betrock Plant Finder, irrigation, well (if applicable), pine straw mulch, and other related necessary items, and approved by the Director. The term of security shall be effective for at least nineteen months, but in no case shall the term of the security be any less than the identified period of construction for the proposed development or development phase plus eighteen months.

3. **FAILURE TO COMPLETE IMPROVEMENTS.** It is further understood and agreed by and between the parties to this Agreement that, in the event Improvements are not completed within twelve (12) months from issuance of a Certificate of Occupancy for any building permits on the subject site, or if the Improvements do not remain alive and in healthy condition for the subsequent eighteen (18) months after installation, or upon completion of the construction, the County shall have and is hereby granted the right to cause the Improvements to be made or reinstalled and to use the security provided herewith for payment of all costs and expenses

incurred in the construction thereof, including but not limited to, design, materials, installation, legal and contingent costs. Furthermore, it is agreed by the parties hereto that County shall be reimbursed from the security provided for any damages, either direct or consequential, which the County may sustain as a result of the failure of Developer to carry out and execute all of the provisions of this Agreement, the provisions of the LDC or the County-approved plan, as may be amended consistent with applicable County Codes. In the event of the Developer's failure or refusal to construct and install the Improvements in accordance with the terms of this Agreement, the County shall have the option to do so, with pursuant to public advertisement and receipt of bids. In the event that the total costs incurred in construction and full completion of the Improvements shall exceed the amount of security provided, such additional costs shall be paid by Developer on written demand by the County.

4. **RELEASE OF SECURITY.** Upon completion of construction of all Improvements, the Developer's Landscape Architect and Environmental Consultant shall certify that the Improvements have been constructed in accordance with the County-approved plans. When the Improvements have been certified by the Developer's Landscape Architect and Environmental Consultant, the Director or designee shall inspect the improvements. If all Improvements are completed to the satisfaction of the Director or designee, and the Improvements survive for eighteen (18) months after satisfactory installation, or completion of construction, the Developer's security shall then be released in accordance with Section 11.04.01, LDC.

5. **INTERPRETATION; VENUE.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior verbal or written agreements between the parties with respect thereto. This Agreement may only be amended by written document, properly authorized, executed and delivered by both parties hereto. This Agreement shall be interpreted as a whole unit and section headings are for convenience only. All interpretations shall be governed by the laws of the State of Florida. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in the Nineteenth Judicial Circuit for St. Lucie County, Florida, for claims under state law and the Southern District of Florida for any claims which are justiciable in federal court.

6. **NOTICES** All notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, telecommunicated, or mailed by registered or certified mail (postage prepaid) return receipt requested, addressed to:

As To County:

With A Copy To:

St. Lucie County Administrator
Attorney
Administration Annex
2300 Virginia Avenue
Ft. Pierce, FL 34982
As To Developer:

St. Lucie County
Administration Annex
2300 Virginia Avenue
Ft. Pierce, FL 34982


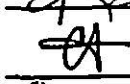
As To Developer:

CRE-KL Silver Oaks Owner LLC
105 1st Street
Delray Beach, Florida 33444

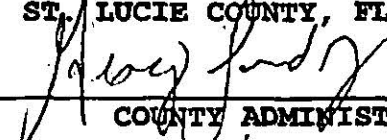
or to such other address as any party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery, (b) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

IN WITNESS WHEREOF, the parties hereto have executed these presents on the dates indicated below. The date of this Agreement shall be the date on which this Agreement is signed by the County Administrator.

WITNESSES:



Katrina Slay
2300 Virginia Ave
Fort Pierce, FL 34982
Chymbee Keith
2300 Virginia Ave, Fort Pierce FL 34982

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

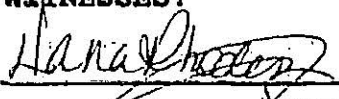
BY: 
COUNTY ADMINISTRATOR
Date: 9/18/24


APPROVED AS TO FORM AND
CORRECTNESS:



COUNTY ATTORNEY

WITNESSES:





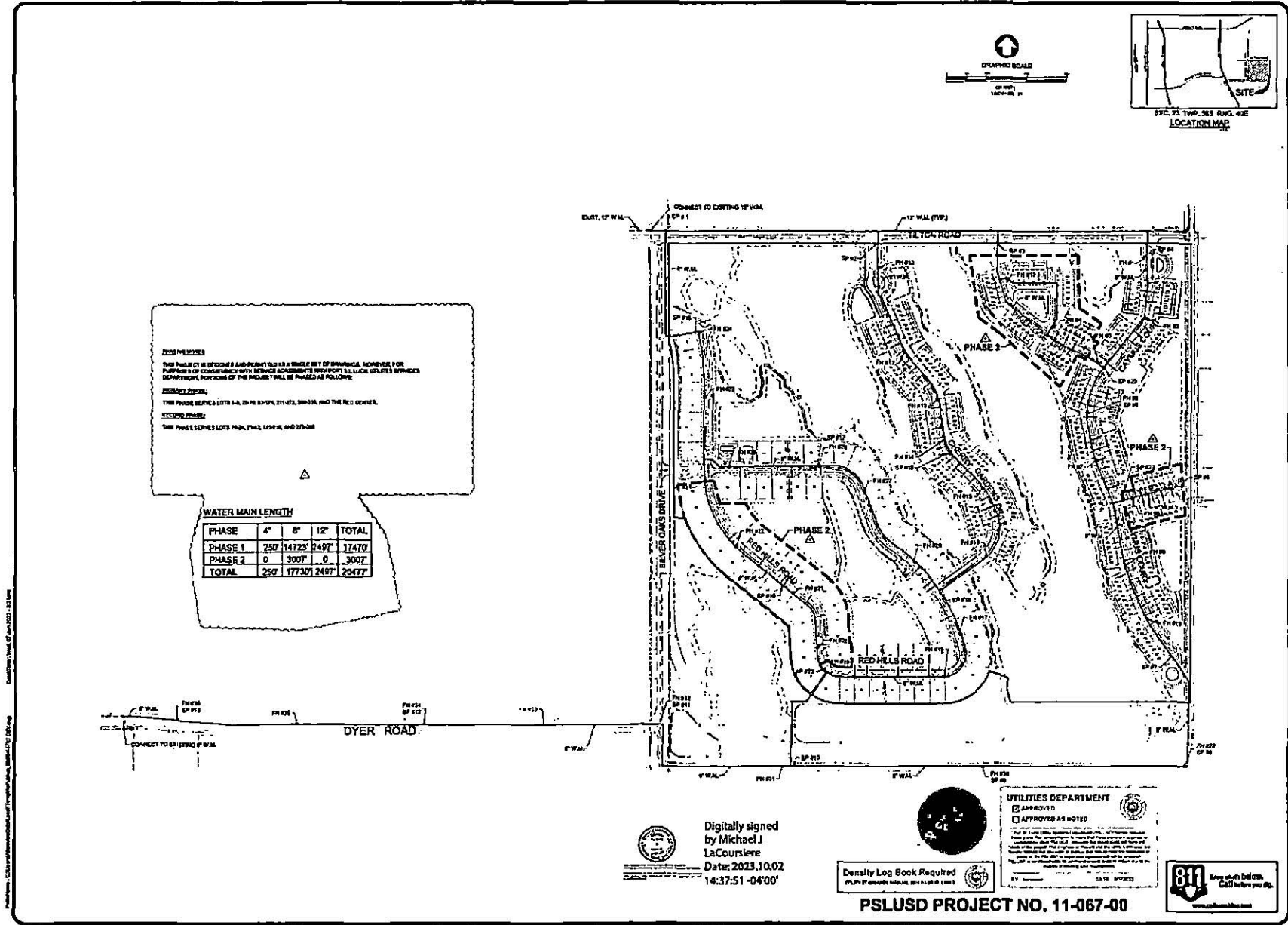
DEVELOPER

BY: 

Print Name: James P Harvey

Title: Authorized Signatory

SHEET NO. 1 OF 27A



Common Name	Scientific Name	Site	Spacing O.C.	Area 1 Quantity	Area 1 DBH Provided	Area 2 Quantity	Area 2 DBH Provided	Area 3 Quantity	Area 3 DBH Provided	Area 4 Quantity	Area 4 DBH Provided	Area 5 Quantity	Area 5 DBH Provided	Area 6 Quantity	Area 6 DBH Provided	Area 7 Quantity	Area 7 DBH Provided	TOTAL QUANTITY	TOTAL DBH PROVIDED		
Goatberry	Lycium glabrum	30TH	10'	200	n/a	100	n/a	100	n/a	150	n/a	200	n/a	200	n/a	100	n/a	1050	n/a		
Felshrub	Lycium lucida	30TH	10'	125	n/a	100	n/a	125	n/a	125	n/a	150	n/a	125	n/a	125	n/a	875	n/a		
Wax Myrtle	Myrica Cerifera	30TH	10'	125	n/a	100	n/a	125	n/a	125	n/a	150	n/a	125	n/a	125	n/a	875	n/a		
Dothan Palm	Phoenix dactyloides	2.5'	10'	30	75	10	25	10	25	30	75	40	100	10	25	10	25	140	140		
Laurel Oak	Quercus laurifolia	2.5'	10'	30	75	10	25	10	25	30	75	40	100	10	25	10	25	140	345		
Live Oak	Quercus virginiana	2.5'	25'	30	75	10	25	10	25	30	75	40	100	10	25	10	25	140	345		
Slash Pine	Pinus elliotii var. densa	2.5'	25'	100	250	50	125	80	200	100	250	100	250	100	250	80	200	410	1525		
Sabal Palm	Sabal palmetto	10TH	25'	10	0	10	0	6	0	10	0	50	0	10	0	10	0	106	0		
Subtotal				650	475	390	190	466	275	600	475	770	550	390	325	470	275	3906			
TOTAL DBH PROVIDED				It is understood this is a tree and will be installed at 25' O.C.																2,355	
TOTAL DBH REQUIRED																				2,350	

As mentioned in our correspondence both written and phone discussion, the 3 shrub species shall primarily be Serenoa repens, in an effort to replicate the existing upland habitat. The planting plan shall be adjusted prior to installation.

Notes:

- All lawn and grassed areas noted as "lawn" shall receive Stenotaphrum secundatum - St. Augustine Sod and seed as required.
- All groundcover areas, shrubs, and tree rings shall receive a minimum of 3" of an approved commercial grade cypress mulch and Pine straw mulch if indicated on the landscape plan.
- All plant material shall conform to the standards for Florida #1 or better as given in Grades and Standards for Nursery Plants, unless otherwise noted.
- The owner will supply all proposed plant material with 100% irrigation (potentially coverage with 50% overlap minimum) within ten days of initial installation.
- All plant hole backfill to be a sandy loam top soil, Use 2 parts of existing soil, 1 part topsoil and 1 part organic compost for backfill.
- Fertilized fertilizer shall be provided for all trees, palms, and shrubs and shall be equal to Agriform planting tablets (20-10-5) 21 gram, applied in accordance with the manufacturer's specifications.
- In the event of discrepancy, the planting plan shall take precedence over the plant list.
- All plant material and construction methods shall conform to all applicable landscape ordinances and Design Guidelines.
- Plant all trees and palms high (2'-6") above finished grade.
- The Landscape Architect may inspect trees and shrubs whether at place of growth or at site before planting, for compliance with the requirements for genus, species, variety, size and quality. Landscape Architect retains right to further inspect trees and shrubs for size and condition of bolls and root systems, insects, injuries and latent defects, and to reject unsatisfactory or defective material at any time during progress of work. Remove rejected trees or shrubs immediately from project site.
- No substitutions will be acceptable, if specified landscape material is not obtainable, submit proof of non-availability to Landscape Architect, together with the proposal for use of equivalent material.
- Contractor to confirm any underground utility locations.
- Provide root barrier whenever tree is closer than 10' to any underground

PSLUSD Utility Notes

- No landscaping shall be planted in a manner that would adversely affect utility easements.
- Landscaping shall be in compliance with Chapter 154 of the City of Port St. Louis Code of Ordinances, PSLUSD technical specifications and policies.
- All landscaping within City of Port St. Louis shall comply with PSLUSD technical specifications, policies, and codes.
- All landscaping shall meet the latest PSLUSD Landscape Policy and shall not be planted in a manner that would create conflicts with the intended operation and maintenance of any existing utility.
- Trees shall not be planted within ten (10) feet of any PSLUSD underground infrastructure.
- No landscaping other than sod grasses shall be located within 5' of a PSLUSD easement, such as a water meter assembly, backflow device, fire hydrant or water control, etc.

UTILITIES DEPARTMENT

APPROVED

APPROVED AS NOTED

DATE: 11/10/2011

ADDITIONAL NOTES:

- All planted mitigation trees and understory vegetation shall be installed and protected with pine straw.
- All trees shall be planted 25' O.C.
- A temporary irrigation system may be required, depending on the time of year. Either hand-watering or tree bags is required.

AREA CALCULATIONS

AREA	Area Ac.	Existing DBH	Required DBH @ 4:1	DBH Provided
1	1.24	113.2	453	453
2	0.37	33.8	135	135
4	1.24	113.6	454	454
6	0.78	71.2	285	285
7	0.45	41.1	164	164
TOTAL ACREAGE		6.4		
TOTAL EXISTING DBH		373.0		
TOTAL EXISTING DBH/AC		97.3		
TOTAL REQUIRED DBH @ 4:1		1,491.84		
TOTAL DBH PROVIDED				2,355.00
SHRUBS REQUIRED (10' OC)				2,787
SHRUBS PROVIDED (10' OC)				2,600

Unsure of the calculation to arrive at this number: The correct required DBH @ 4:1 is 2,337.29

BOND COST ESTIMATE

DESCRIPTION	QUANTITY	COST/EA	TOTAL
Trees	2,337.28	\$ 200	\$ 467,456
Shrubs	2,787.00	\$ 15	\$ 41,805
Palms	106.00	\$ 15	\$ 1,590
Pine straw	6.40	\$ 1,200	\$ 7,680
Watering	1.00	\$ 10,000	\$ 10,000
Subtotal			\$ 528,531
Contingency	1.00	10%	\$ 52,853
TOTAL PROPOSED BOND AMOUNT			\$ 581,384

Note: Costs above include labor & installation

Cabbage plants are also calculated at \$200.00/ea. The 10% contingency more than cover this with over \$31K remaining.

TYPICAL SHRUB PLANTING DETAIL

SHOW TO SCALE

TYPICAL PLANT SPACING DETAIL

SHOW TO SCALE

TYPICAL LARGE TREE PLANTING DETAIL

SHOW TO SCALE

TYPICAL LARGE PALM PLANTING DETAIL

SHOW TO SCALE

MICHAEL B. SCHORAH & ASSOCIATES, INC.

DESIGNER • LANDSCAPE ARCHITECT • ENGINEER • PLANNING • CONSTRUCTION

10111 W. 11th Ave., Suite 200
West Palm Beach, Florida 33411
Tel: 561-831-1111
Fax: 561-831-1112
www.mbsa-inc.com

PROJECT: SILVER OAKS

DESCRIPTION: MASTER SANITARY PLAN

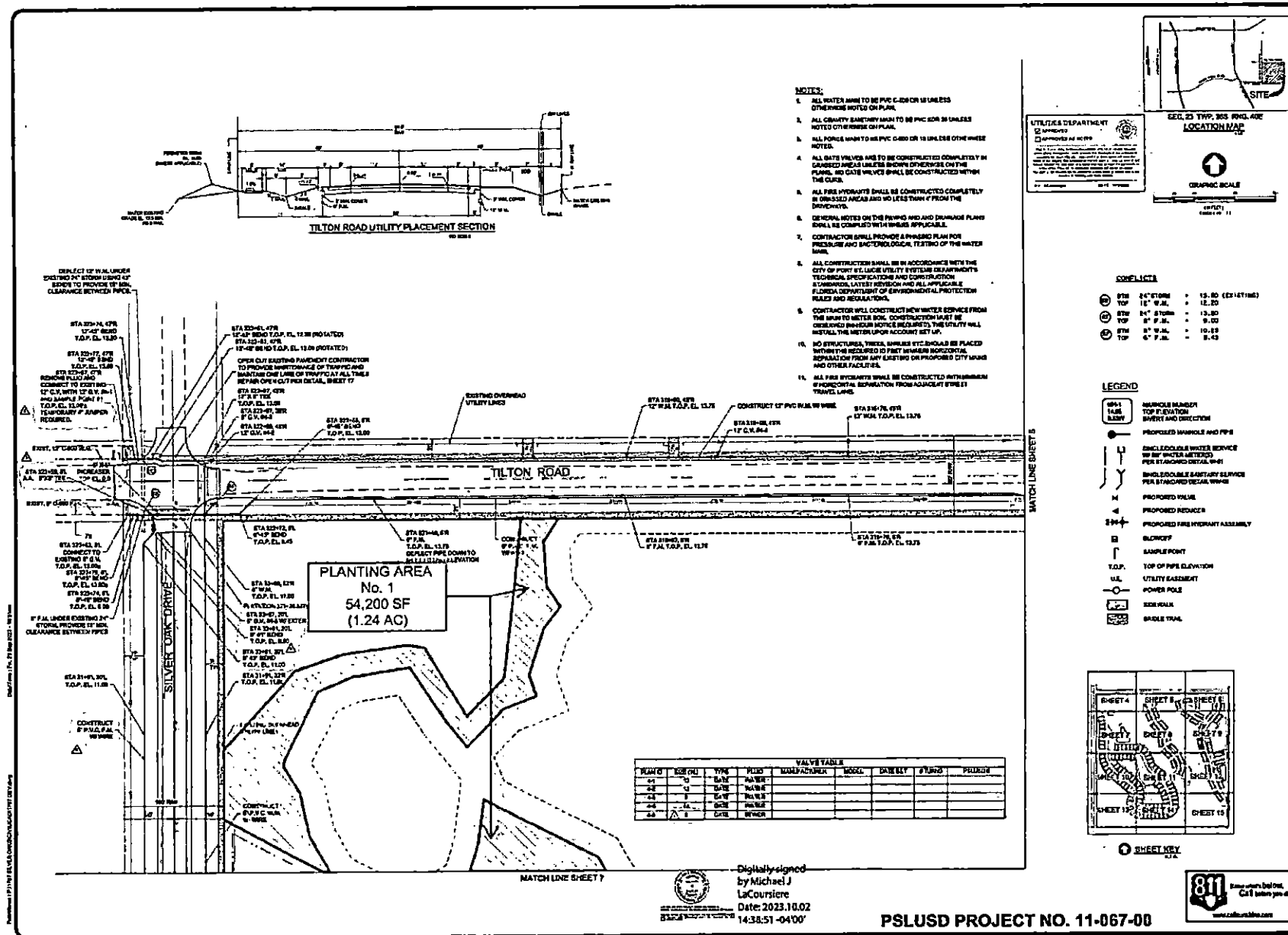
DATE: AUGUST 2011

SCALE: 1" = 20'

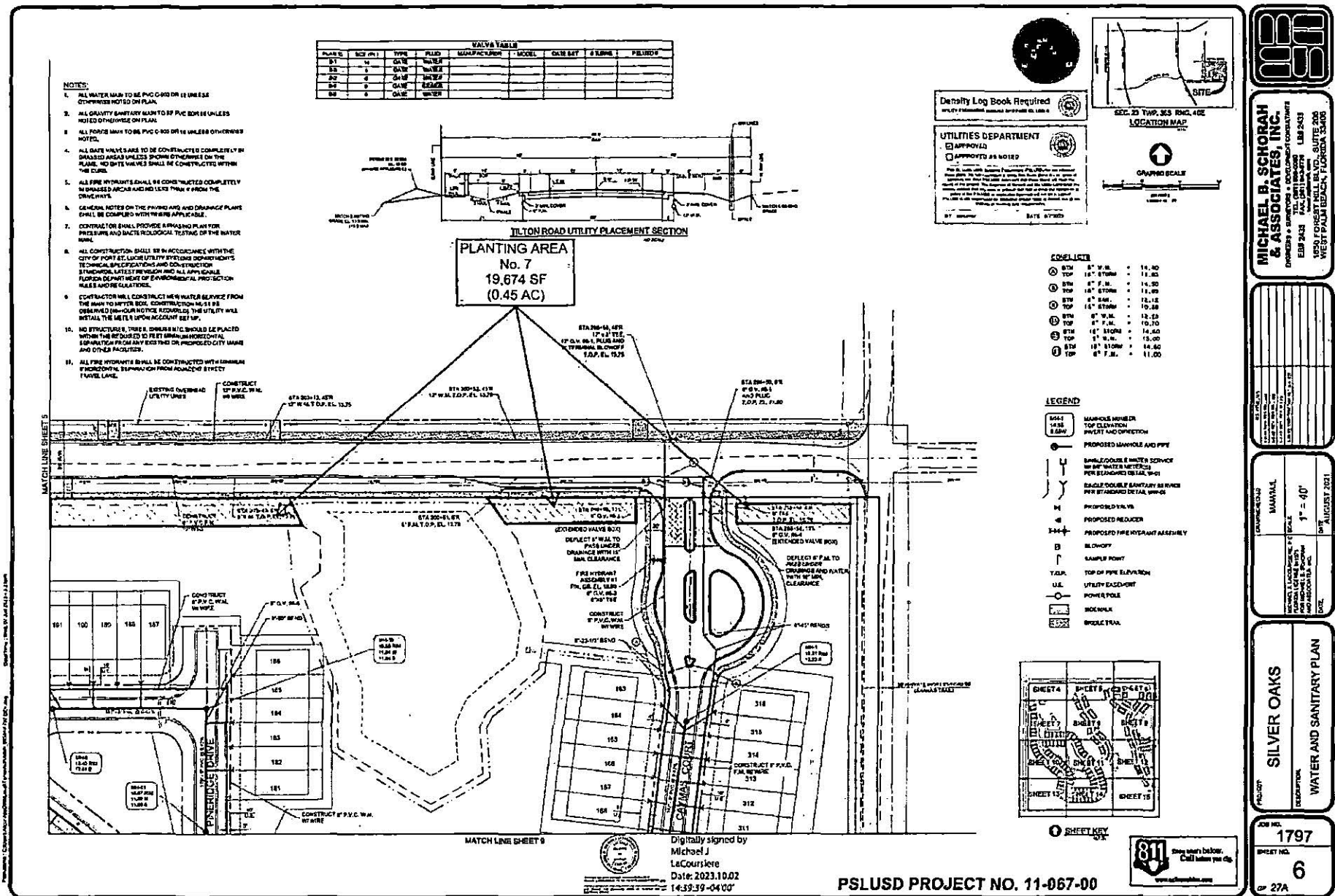
SHEET NO. 1797

OF 27A

PSLUSD PROJECT NO. 11-067-00





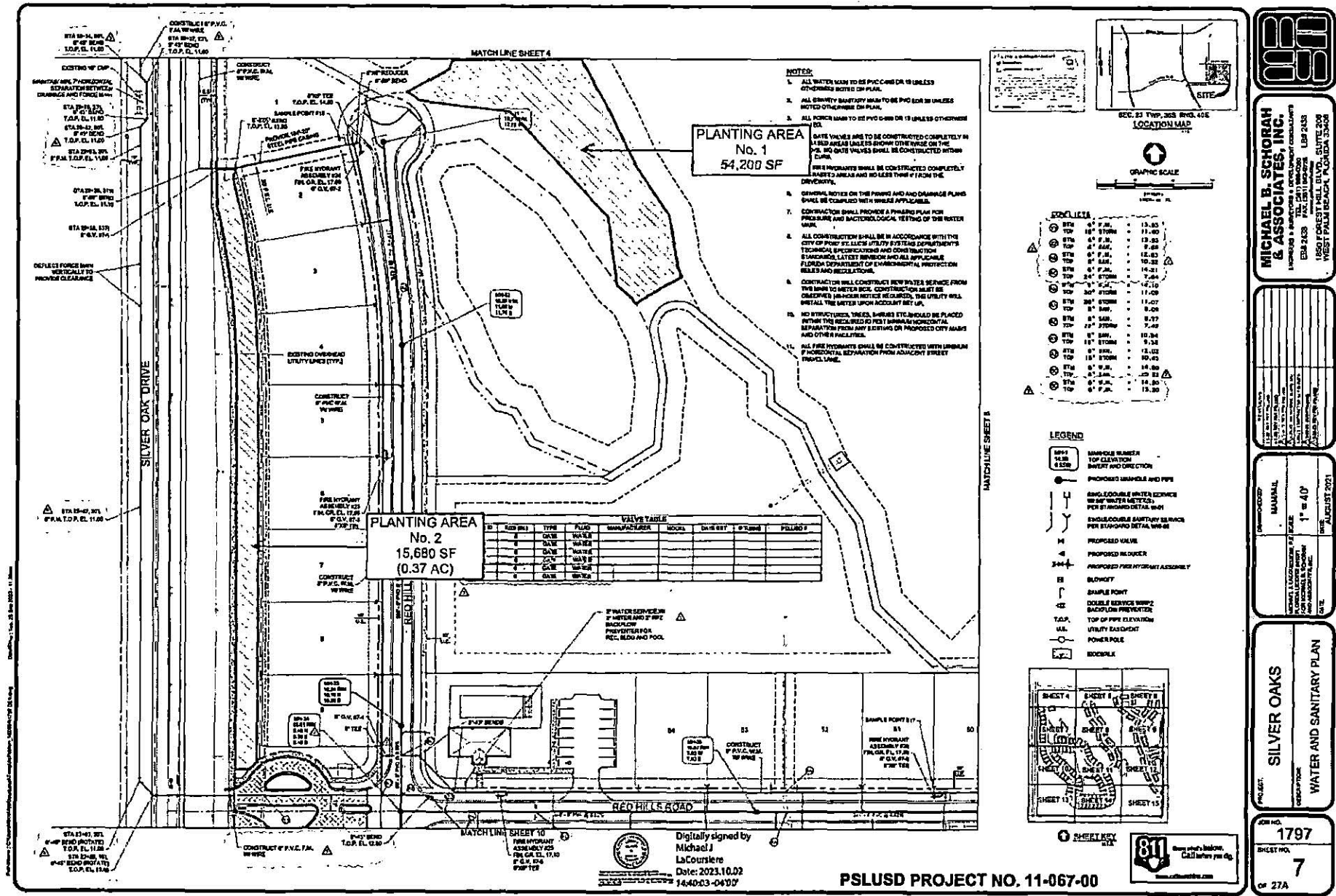


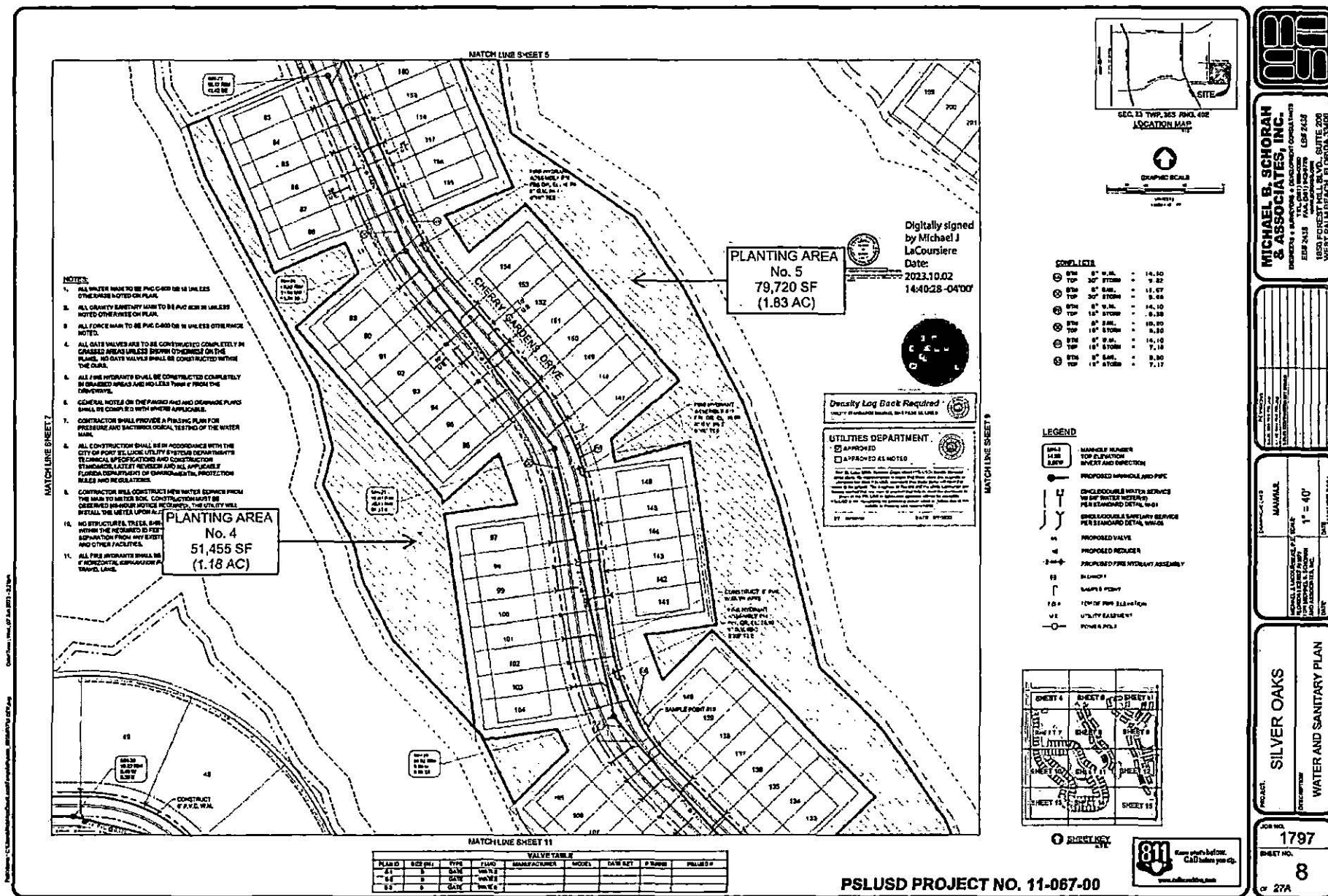
MICHAEL B. SCHORAH & ASSOCIATES, INC.
ENGINEERS • ARCHITECTS • PLANNERS
1001 N. W. 10th Ave., Suite 200
Fort Lauderdale, FL 33304
Phone: (954) 561-1111
Fax: (954) 561-1112
Email: info@mba-inc.com
www.mba-inc.com

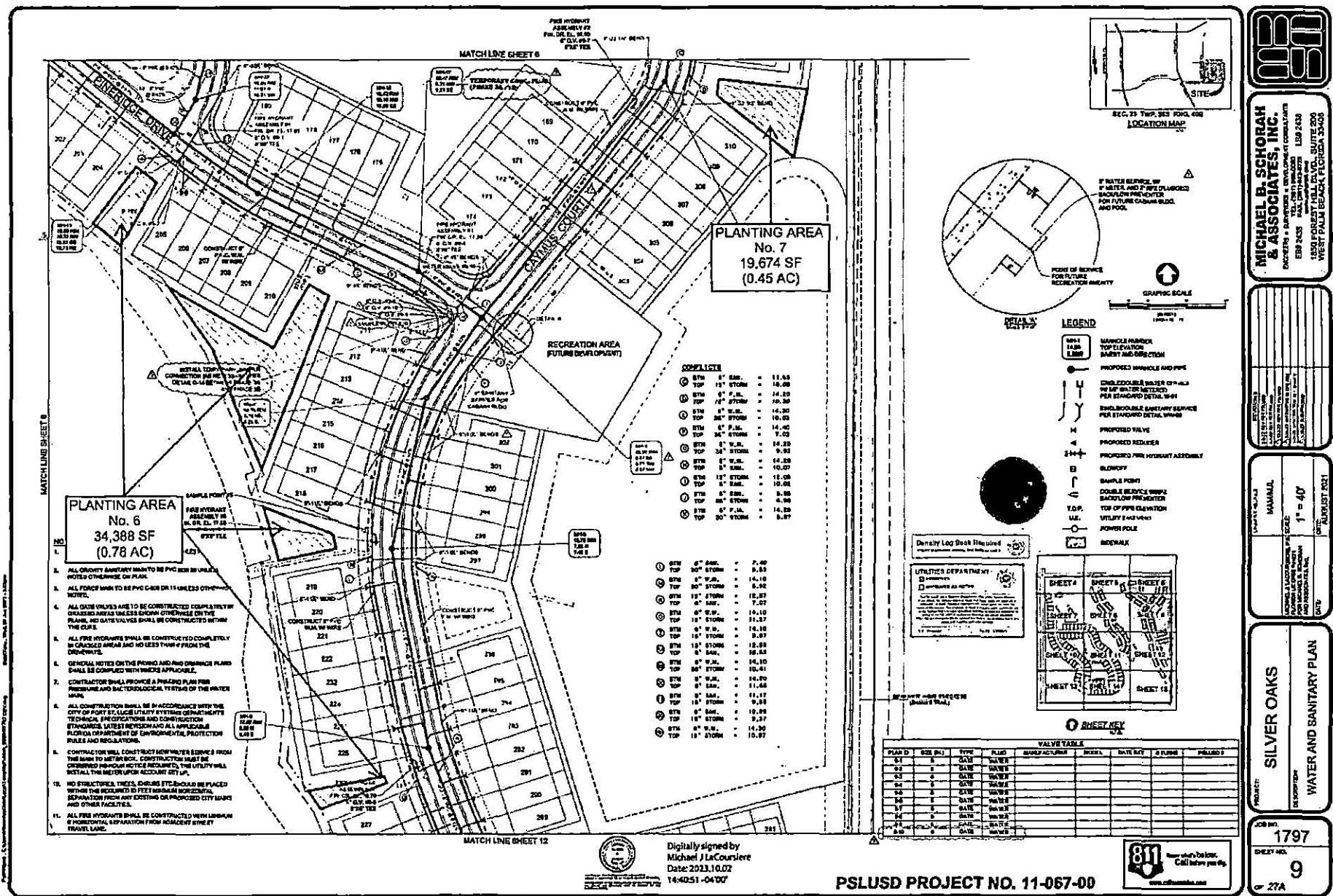
SILVER OAKS
WATER AND SANITARY PLAN

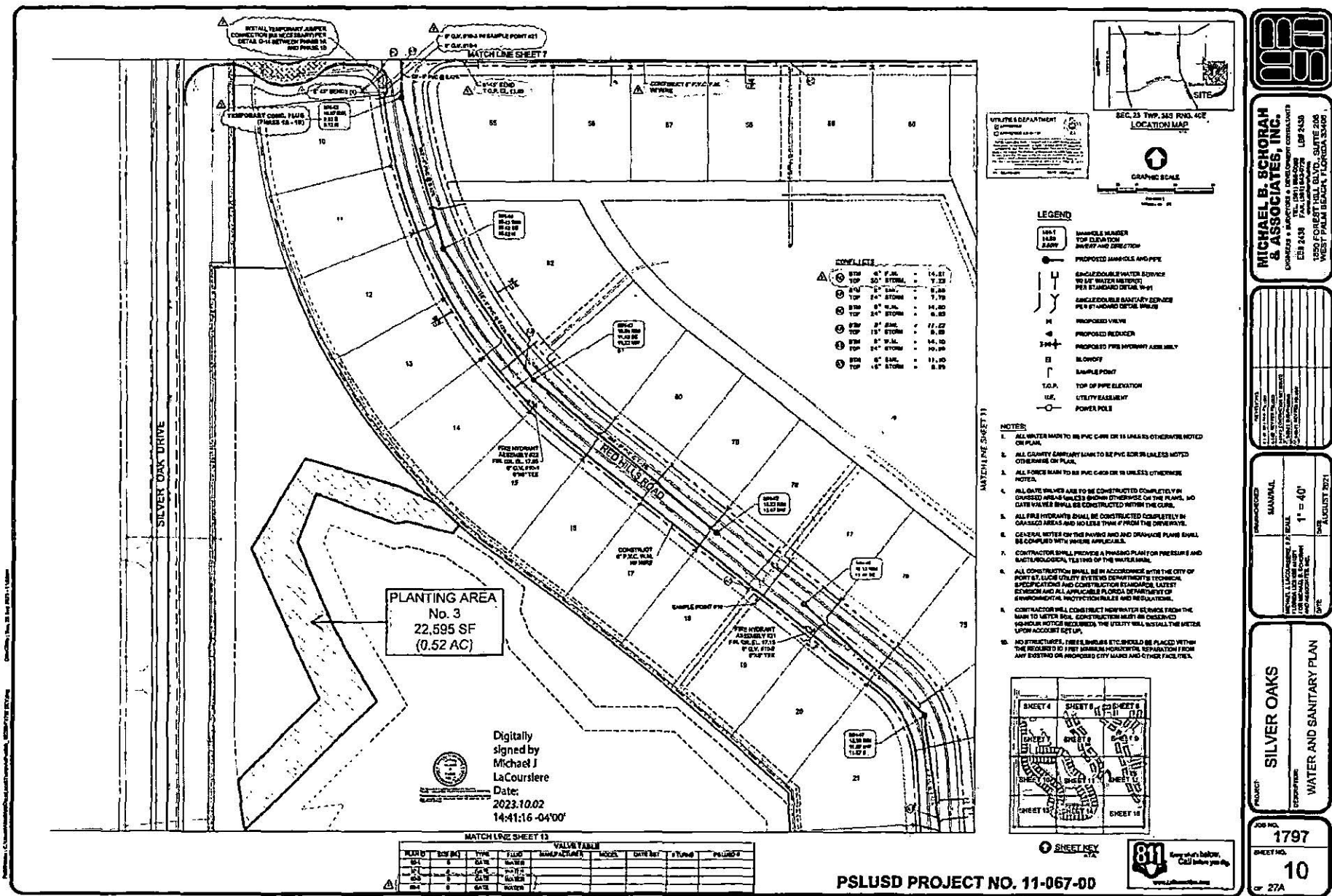
1797
SHEET NO. 6

27A

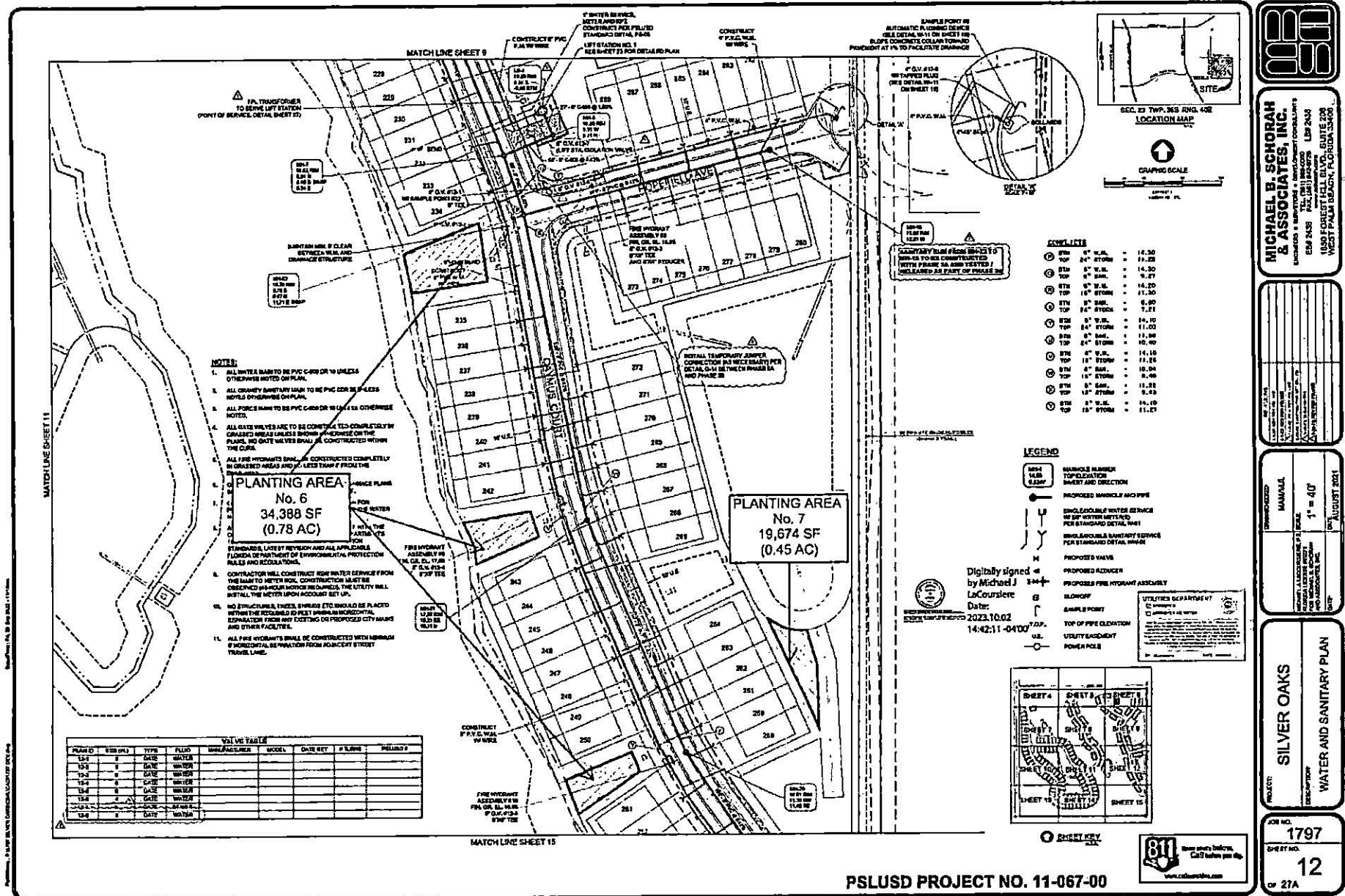








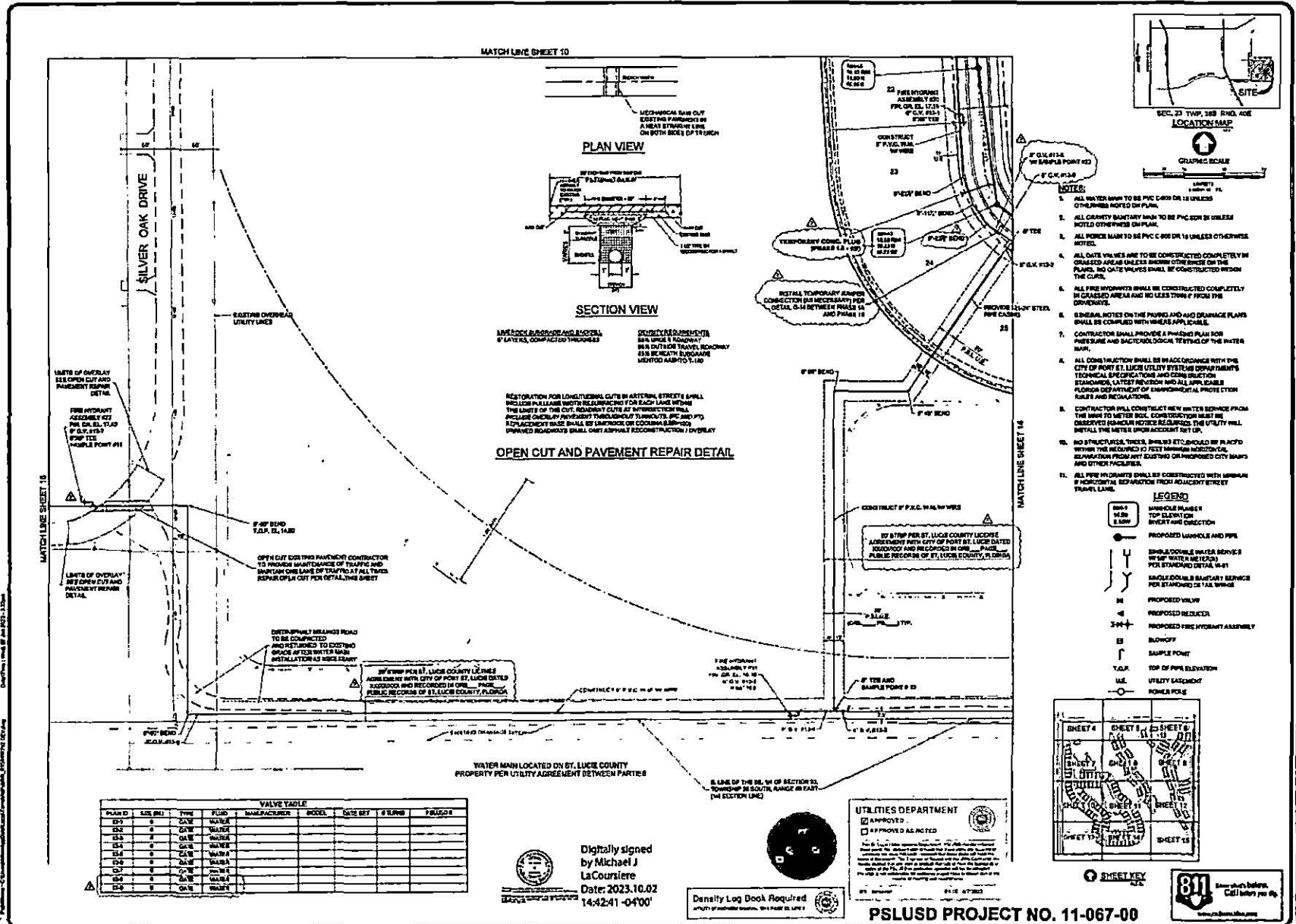




MICHAEL B. SCHORAH & ASSOCIATES, INC.
ENGINEERS • ARCHITECTS • ENVIRONMENTAL CONSULTANTS
1500 FOREST HILL BLVD., SUITE 200
WEST PALM BEACH, FLORIDA 33409
TEL: 561-833-8888
FAX: 561-833-8889
WWW.MBSA-FLA.COM

PROJECT: **SILVER OAKS**
DESCRIPTION: **WATER AND SANITARY PLAN**

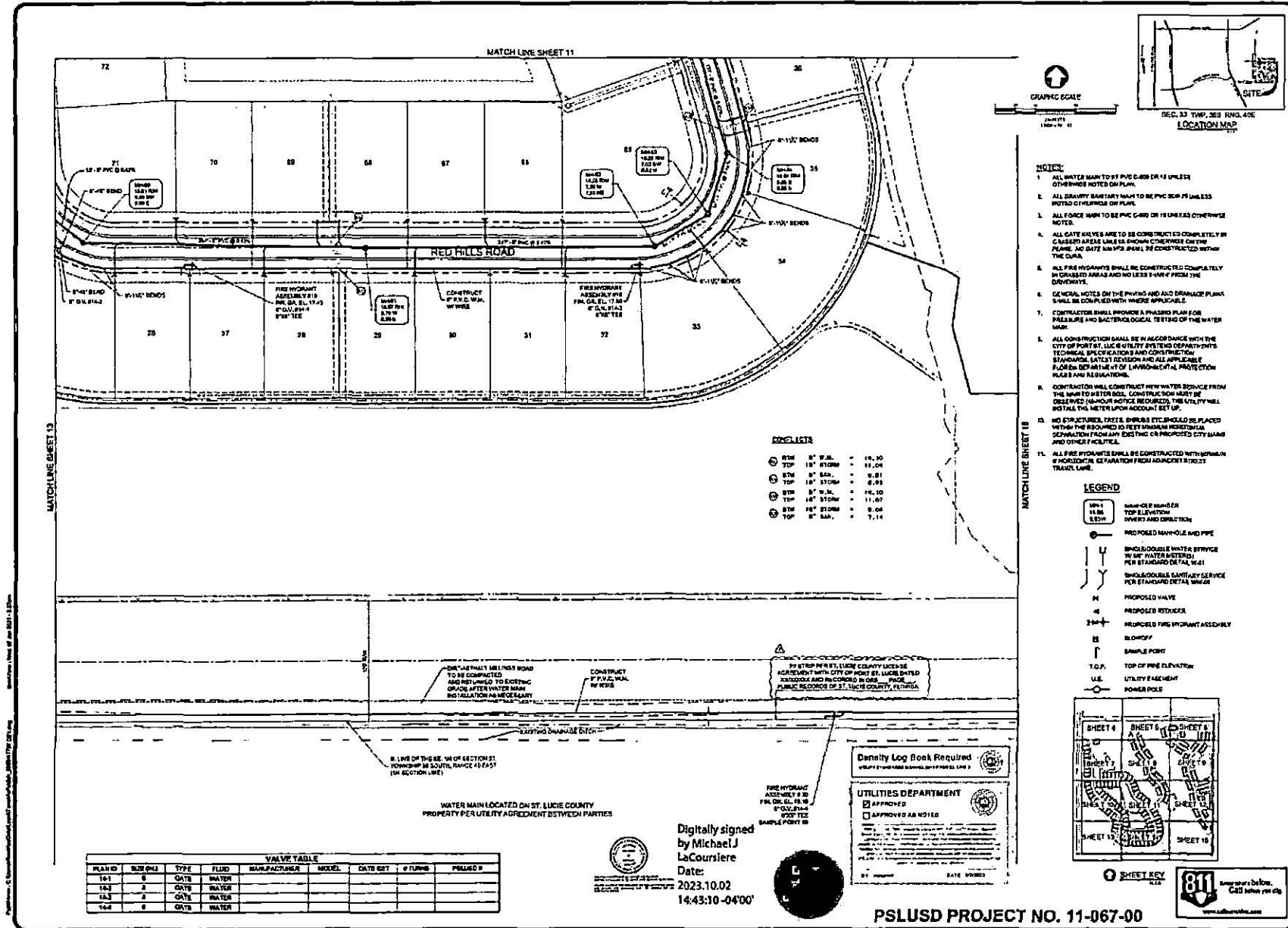
DATE: **1797**
SHEET NO: **12**
OF 27A

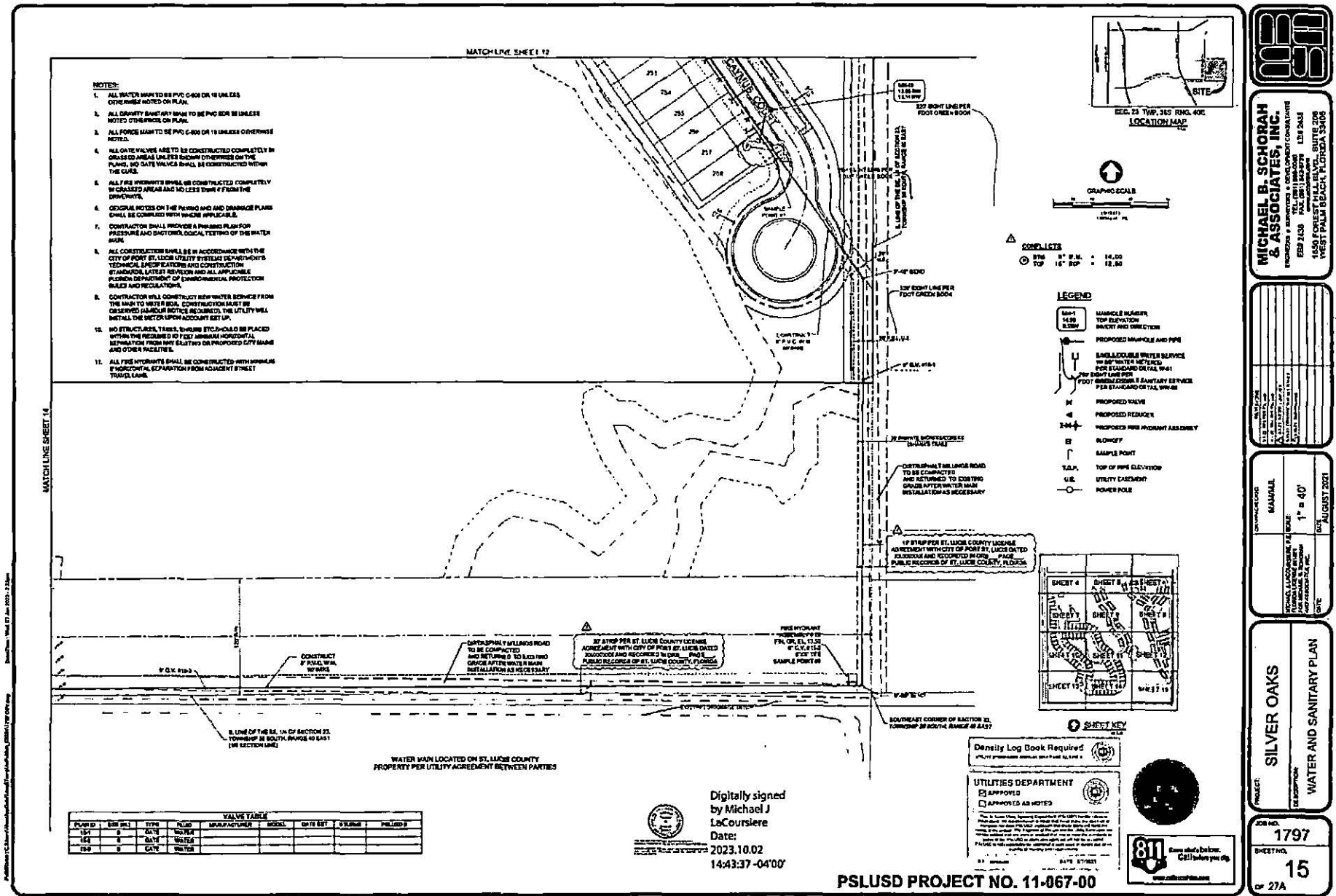


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1850 FOREST HILL BLVD., SUITE 200
WEST PALM BEACH, FLORIDA 33411
TEL: (561) 833-1100
FAX: (561) 833-1101
WWW.MBSA-FLA.COM

SILVER OAKS
WATER AND SANITARY PLAN

JOB NO. 1797
SHEET NO. 13
OF 27A





MICHAEL B. SCHORAH & ASSOCIATES, INC.
ENGINEERS & ARCHITECTS • DEVELOPMENT CONSULTANTS
1550 FOREST PALM BLVD., SUITE 200
WEST PALM BEACH, FLORIDA 33409
TEL: (561) 843-2270
FAX: (561) 843-2271
E-MAIL: MBS@MBSA-FLA.COM

SILVER OAKS
WATER AND SANITARY PLAN

DATE: AUGUST 2021

1" = 40'

1797

15

27A

RESOLUTION NO. 2025-062

**A RESOLUTION ACCEPTING A
CONSERVATION EASEMENT AND
PRESERVE AREA MONITORING AND MANAGEMENT PLAN
ON BEHALF OF ST. LUCIE COUNTY, FLORIDA**

BE IT RESOLVED by the Board of County Commissioners of St. Lucie County,
Florida, that:

The foregoing Conservation Easement and Preserve Area Monitoring and
Management Plan from CRE-KL Silver Oaks Owner, LLC are duly accepted on behalf of St.
Lucie County this 18th day of March, 2025.

ATTEST:



Wanda Smith
Deputy Clerk

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

By: *Jamie Lee Fowler*
Chair

**APPROVED AS TO FORM AND
CORRECTNESS:**

By: *Paul Smith*
County Attorney

SILVER OAKS

COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED FINANCIAL STATEMENTS

**SILVER OAKS
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
FEBRUARY 28, 2025**

**SILVER OAKS
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
FEBRUARY 28, 2025**

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
ASSETS				
Cash	\$ 14,988	\$ 679,591	\$ -	\$ 694,579
Construction	-	-	490	490
Undeposited funds	-	-	517,634	517,634
Due from Landowner	9,790	-	666,182	675,972
Due from debt service fund	-	-	400,751	400,751
Total assets	<u>\$ 24,778</u>	<u>\$ 679,591</u>	<u>\$ 1,585,057</u>	<u>\$ 2,289,426</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 14,716	\$ -	\$ -	\$ 14,716
Contracts payable	-	-	1,184,442	1,184,442
Retainage payable	-	-	598,879	598,879
Due to Landowner	-	-	592	592
Due to capital projects fund	-	400,751	-	400,751
Landowner advance	6,000	-	-	6,000
Total liabilities	<u>20,716</u>	<u>400,751</u>	<u>1,783,913</u>	<u>2,205,380</u>
DEFERRED INFLOWS OF RESOURCES				
Deferred receipts	<u>9,790</u>	<u>-</u>	<u>666,182</u>	<u>675,972</u>
Total deferred inflows of resources	<u>9,790</u>	<u>-</u>	<u>666,182</u>	<u>675,972</u>
Fund balances:				
Restricted for:				
Debt service	-	278,840	-	278,840
Capital projects	-	-	(865,038)	(865,038)
Unassigned	<u>(5,728)</u>	<u>-</u>	<u>-</u>	<u>(5,728)</u>
Total fund balances	<u>(5,728)</u>	<u>278,840</u>	<u>(865,038)</u>	<u>(591,926)</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 24,778</u>	<u>\$ 679,591</u>	<u>\$ 1,585,057</u>	<u>\$ 2,289,426</u>

**SILVER OAKS
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED FEBRUARY 28, 2025**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	\$ -	\$ -	\$ 455,265	0%
Landowner contribution	4,221	30,533	-	N/A
Total revenues	<u>4,221</u>	<u>30,533</u>	<u>455,265</u>	7%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording	4,000	20,000	48,000	42%
Legal	234	717	25,000	3%
Engineering	-	-	5,000	0%
Audit	-	-	4,075	0%
Arbitrage rebate calculation ¹	-	-	750	0%
Dissemination agent ²	83	417	1,000	42%
EMMA software services	-	2,000	1,000	200%
Trustee ³	-	-	5,500	0%
Telephone	17	83	200	42%
Postage	-	35	500	7%
Printing & binding	42	208	500	42%
Legal advertising	143	446	2,000	22%
Annual special district fee	-	175	175	100%
Insurance	-	5,564	6,050	92%
Contingencies/bank charges	79	398	500	80%
Website				
Hosting & maintenance	-	705	705	100%
ADA compliance	-	-	210	0%
Total professional & administrative	<u>4,598</u>	<u>30,748</u>	<u>101,165</u>	30%
Field operations				
Field operations management	-	-	12,000	0%
Field operations accounting	-	-	3,500	0%
Property insurance	-	4,463	25,000	18%
Wet ponds	-	-	8,000	0%
Wetland maintenance	-	-	7,100	0%
Upland maintenance	-	-	11,500	0%
Irrigation supply-wells	-	-	30,000	0%
Entryway maintenance	-	-	7,500	0%
Entryway electricity	-	-	3,500	0%
Landscape inspection	-	-	18,000	0%
Landscape & tree maintenance	-	-	110,000	0%
Plant replacement	-	-	5,000	0%
Irrigation repairs	-	-	5,000	0%
Roadway maintenance	-	-	5,000	0%
Streetlighting	1,050	1,050	25,000	4%
Street tree-arbor care	-	-	10,000	0%
Contingencies	-	-	10,000	0%

**SILVER OAKS
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED FEBRUARY 28, 2025**

	Current Month	Year to Date	Budget	% of Budget
Total field operations	<u>1,050</u>	<u>5,513</u>	<u>354,100</u>	2%
Total expenditures	<u>5,648</u>	<u>36,261</u>	<u>455,265</u>	8%
Excess/(deficiency) of revenues over/(under) expenditures	(1,427)	(5,728)	-	
Fund balances - beginning	<u>(4,301)</u>	<u>-</u>	<u>-</u>	
Fund balances - ending	<u>\$ (5,728)</u>	<u>\$ (5,728)</u>	<u>\$ -</u>	

¹This expense will be realized the year after the issuance of bonds.

²This expense will be realized when bonds are issued

³These items will be realized when the CDD takes ownership of the related assets.

**SILVER OAKS
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2024
FOR THE PERIOD ENDED FEBRUARY 28, 2025**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	\$ -	\$ -	664,933	0%
Interest	2,377	13,474	-	N/A
Total revenues	2,377	13,474	664,933	2%
EXPENDITURES				
Debt service				
Principal	-	-	130,000	0%
Interest	-	266,621	533,243	50%
Total expenditures	-	266,621	663,243	40%
Excess/(deficiency) of revenues over/(under) expenditures	2,377	(253,147)	1,690	
OTHER FINANCING SOURCES/(USES)				
Transfer out	-	(417,526)	-	N/A
Total other financing sources	-	(417,526)	-	N/A
Net change in fund balances	2,377	(670,673)	1,690	
Fund balances - beginning	276,463	949,513	931,554	
Fund balances - ending	\$ 278,840	\$ 278,840	\$ 933,244	

**SILVER OAKS
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2024
FOR THE PERIOD ENDED FEBRUARY 28, 2025**

	Current Month	Year To Date
REVENUES		
Landowner contribution	\$ 517,634	\$ 1,733,416
Interest	490	3,084
Total revenues	<u>518,124</u>	<u>1,736,500</u>
EXPENDITURES		
Capital outlay	<u>1,241,761</u>	<u>2,534,843</u>
Total expenditures	<u>1,241,761</u>	<u>2,534,843</u>
Excess/(deficiency) of revenues over/(under) expenditures	(723,637)	(798,343)
OTHER FINANCING SOURCES/(USES)		
Transfer in	<u>-</u>	<u>417,526</u>
Total other financing sources/(uses)	<u>-</u>	<u>417,526</u>
Net change in fund balances	(723,637)	(380,817)
Fund balances - beginning	<u>(141,401)</u>	<u>(484,221)</u>
Fund balances - ending	<u><u>\$ (865,038)</u></u>	<u><u>\$ (865,038)</u></u>

SILVER OAKS

COMMUNITY DEVELOPMENT DISTRICT

MINUTES A

DRAFT

**MINUTES OF MEETING
SILVER OAKS COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Silver Oaks Community Development District held Public Hearings and a Regular 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:

Michael Caputo	Chair
William Fife	Vice Chair
Jon Seifel	Assistant Secretary
Justin Frye	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 11:26 a.m. Supervisors Caputo, Seifel, Fife and Frye were present. Supervisor Smith was not present.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

**Public Hearing on Adoption of Fiscal Year
2024/2025 Budget**

Mr. Kantarzhi reviewed the proposed Fiscal Year 2025 budget, highlighting any line item increases, decreases and adjustments, compared to the Fiscal Year 2024 budget, and explained the reasons for any changes. This proposed Fiscal Year 2025 budget is unchanged since it was presented at the last meeting.

A. Proof/Affidavit of Publication

This item was included for informational purposes.

- 39 **B. Consideration of Resolution 2024-11, Relating to the Annual Appropriations and**
40 **Adopting the Budget(s) for the Fiscal Year Beginning October 1, 2024, and Ending**
41 **September 30, 2025; Authorizing Budget Amendments; and Providing an Effective**
42 **Date**

43
44 **On MOTION by Mr. Fife and seconded by Mr. Frye, with all in favor, the Public**
45 **Hearing was opened.**

46
47
48 No affected property owners or members of the public spoke.

49
50 **On MOTION by Mr. Fife and seconded by Mr. Frye, with all in favor, the Public**
51 **Hearing was closed.**

52
53
54 Mr. Kantarzhi presented Resolution 2024-11.

55
56 **On MOTION by Mr. Fife and seconded by Mr. Caputo, with all in favor,**
57 **Resolution 2024-11, Relating to the Annual Appropriations and Adopting the**
58 **Budget(s) for the Fiscal Year Beginning October 1, 2024, and Ending September**
59 **30, 2025; Authorizing Budget Amendments; and Providing an Effective Date,**
60 **was adopted.**

61
62
63 **FOURTH ORDER OF BUSINESS**

Public Hearing to Hear Comments and
Objections on the Imposition of
Maintenance and Operation Assessments
to Fund the Budget for Fiscal Year
2024/2025, Pursuant to Florida Law

- 64
65
66
67
68
69 **A. Proof/Affidavit of Publication**

- 70 **B. Mailed Notice(s) to Property Owners**

71 These items were included for informational purposes.

- 72 **C. Consideration of Resolution 2024-12, Providing for Funding for the Fiscal Year 2025**
73 **Adopted Budget(s); Providing for the Collection and Enforcement of Special**
74 **Assessments, Including but Not Limited to Penalties and Interest Thereon; Certifying**
75 **an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a**
76 **Severability Clause; and Providing an Effective Date**

Mr. Earlywine stated that the assessments are set up as “conditional” assessments, such that any platted and sold lots will have an off-roll assessment; therefore, as lots close, the Developer and/or builder needs to contact District Management to obtain an Estoppel Letter and find out the Operations and Maintenance (O&M) assessment amount. Anything not collected via an assessment will be deficit funded by the Developer.

Discussion ensued regarding whether there is an O&M assessment cap and, if so, what the annual cap amount is.

It is believed that there is no cap on the O&M assessments for this CDD.

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. Frye, with all in favor, the Public Hearing was closed.

Mr. Kantarzhi presented Resolution 2024-12.

On MOTION by Mr. Fife and seconded by Mr. Frye, with all in favor, Resolution 2024-12, Providing for Funding for the Fiscal Year 2025 Adopted Budget(s); Providing for the Collection and Enforcement of Special Assessments, Including but Not Limited to Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date, was adopted.

FIFTH ORDER OF BUSINESS

Consideration of Fiscal Year 2025 Deficit Funding Agreement

Mr. Kantarzhi presented the Fiscal Year 2025 Deficit Funding Agreement.

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

SIXTH ORDER OF BUSINESS**Presentation of Audited Annual Financial Report for the Fiscal Year Ended September 30, 2023, Prepared by Berger, Toombs, Elam, Gaines & Frank**

Mr. Kantarzhi presented the Audited Financial Report for the Fiscal Year Ended September 30, 2023 and noted the pertinent information. There were no findings, recommendations, deficiencies on internal control or instances of non-compliance; it was a clean audit.

A. Consideration of Resolution 2024-13, Hereby Accepting the Audited Financial Report for the Fiscal Year Ended September 30, 2023

On MOTION by Mr. Fife and seconded by Mr. Caputo, with all in favor, Resolution 2024-13, Hereby Accepting the Audited Financial Report for the Fiscal Year Ended September 30, 2023, was approved.

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

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

EIGHTH ORDER OF BUSINESS**Ratification of Gig Fiber, LLC Outdoor Solar Lighting Service Agreement**

On MOTION by Mr. Frye and seconded by Mr. Caputo, with all in favor, the Gig Fiber, LLC Outdoor Solar Lighting Service Agreement, was ratified.

NINTH ORDER OF BUSINESS

Acceptance of Unaudited Financial
Statements as of June 30, 2024

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

TENTH ORDER OF BUSINESS

Approval of April 18, 2024 Regular Meeting
Minutes

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

ELEVENTH ORDER OF BUSINESS

Staff Reports

A. District Counsel: Kutak Rock LLP

B. District Engineer: Michael B. Schorah and Associates, Inc.

There were no District Counsel or District Engineer reports.

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

- NEXT MEETING DATE: September 19, 2024, immediately following Solaeris CDD
and Preserve at Savannah Lakes CDD Meetings at 11:15 AM, respectively

- QUORUM CHECK

The next meeting will be on September 19, 2024, unless canceled.

TWELFTH ORDER OF BUSINESS

Board Members' Comments/Requests

There were no Board Members' comments or requests.

THIRTEENTH ORDER OF BUSINESS

Public Comments

No members of the public spoke.

FOURTEENTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Frye and seconded by Mr. Caputo with all in favor, the
meeting adjourned at 11:43 a.m.

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Secretary/Assistant Secretary

Chair/Vice Chair

SILVER OAKS

COMMUNITY DEVELOPMENT DISTRICT

MINUTES B

DRAFT

**MINUTES OF MEETING
SILVER OAKS
COMMUNITY DEVELOPMENT DISTRICT**

A Landowners' Meeting of the Silver Oaks Community Development District was held on November 5, 2024 at 3:00 p.m., at Verano Social Clubhouse, 10291 SW Visconti Way, Port St. Lucie, Florida 34986.

Present were:

Andrew Kantarzhi District Manager/Proxy Holder

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Kantarzhi called the meeting to order at 5:06 p.m., and noted that, while the start of the meeting was delayed, a notice of the delay was provided and posted at the meeting location. Personnel at the meeting location advised him that nobody arrived for the meeting between the original start time and now.

Mr. Kantarzhi stated that there were no Landowners, Landowner representatives, other Proxy Holders or members of the public present in person or via telephone.

SECOND ORDER OF BUSINESS

Affidavit/Proof of Publication

The affidavit of publication was included for informational purposes.

THIRD ORDER OF BUSINESS

Election of Chair to Conduct Landowners' Meeting

Mr. Kantarzhi served as Chair to conduct the Landowners' meeting.

FOURTH ORDER OF BUSINESS

Election of Supervisors [Seats 1, 4, 5]

Mr. Kantarzhi stated that he is the designated Proxy Holder for the Landowner CRE-KL Silver Oaks Owner LLC, who owns 125.56 acres, equating to 126 voting units.

36 Mr. Kantarzhi is eligible to cast up to 126 votes per Seat.

37 **A. Nominations**

38 Mr. Kantarzhi nominated the following:

39 Seat 1 Jon Seifel

40 Seat 4 William Fife

41 Seat 5 Justin Frye

42 No other nominations were made.

43 **B. Casting of Ballots**

44 • **Determine Number of Voting Units Represented**

45 A total of 126 voting units were represented.

46 • **Determine Number of Voting Units Assigned by Proxy**

47 All 126 voting units were assigned by proxy.

48 Mr. Kantarzhi cast the following votes:

49 Seat 1 Jon Seifel 100 votes

50 Seat 4 William Fife 100 votes

51 Seat 5 Justin Frye 50 votes

52 **C. Ballot Tabulation and Results**

53 Mr. Kantarzhi reported the following ballot tabulation, results and term lengths:

54 Seat 1 Jon Seifel 100 votes 4-year Term

55 Seat 4 William Fife 100 votes 4-year Term

56 Seat 5 Justin Frye 50 votes 2-year Term

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58 **FIFTH ORDER OF BUSINESS**

Landowners' Questions/Comments

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60 There were no Landowners' questions or comments.

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62 **SIXTH ORDER OF BUSINESS**

Adjournment

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64 The meeting adjourned at 5:09 p.m.

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66 [SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair

SILVER OAKS

COMMUNITY DEVELOPMENT DISTRICT

STAFF

REPORTS

SILVER OAKS 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 5, 2024	Landowners' 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 CANCELED	Regular Meeting	11:15 AM*
February 20, 2025 CANCELED	Regular Meeting	11:15 AM*
March 20, 2025 CANCELED	Regular Meeting	11:15 AM*
April 17, 2025	Regular Meeting <i>Presentation of FY2026 Proposed Budget</i>	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*
<i>*Meetings will commence at 11:15 a.m., or immediately following the adjournment of the Solaeris Community Development District and Preserve at Savannah Lakes Community Development District meetings, respectively.</i>		

Exception

****Delayed start time to 3:00 PM**