

North River Ranch Community Development District

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The meeting of the Board of Supervisors for the North River Ranch Community Development District will be held **Wednesday, April 8, 2020 at 1:30 p.m. via conference call due to the COVID-19 Executive Order 20-69. Attached to this Agenda is a copy of the Executive Order 20-69.** The following is the proposed agenda for this meeting.

Call in number: 1-844-621-3956 (New)

Passcode: 790 562 990 # (New)

BOARD OF SUPERVISORS' MEETING AGENDA

Organizational Matters

- Call to Order
 - Roll Call
 - Public Comment Period[*for any members of the public desiring to speak on any proposition before the Board*]
1. Discussion regarding Executive Orders 20-52 and 20-69

General Business Matters

2. Consideration of the Minutes of the March 11, 2020 Board of Supervisors' Meeting
3. Ratification of GeoPoint Surveying, Inc. Proposal for Boundary Verification
4. Ratification of GeoPoint Surveying, Inc. Proposal for Staking of Soil Borings
5. Consideration of Resolution 2020-03, Declaring Special Assessments
6. Consideration of Resolution 2020-04, Setting Public Hearing on Assessments
7. Ratification of Funding Requests 2020-19 – 2020-21
8. Review of District Financial Statements

Other Business

- Staff Reports
 - District Counsel
 - District Engineer
 - District Manager
- Audience Comments



- Supervisors Requests

Adjournment



**North River Ranch
Community Development District**

Discussion regarding Executive Orders 20-
52 and 20-69

STATE OF FLORIDA

OFFICE OF THE GOVERNOR

EXECUTIVE ORDER NUMBER 20-52

(Emergency Management - COVID-19 Public Health Emergency)

WHEREAS, Novel Coronavirus Disease 2019 (COVID-19) is a severe acute respiratory illness that can spread among humans through respiratory transmission and presents with symptoms similar to those of influenza; and

WHEREAS, in late 2019, a new and significant outbreak of COVID-19 emerged in China; and

WHEREAS, the World Health Organization previously declared COVID-19 a Public Health Emergency of International Concern; and

WHEREAS, in response to the recent COVID-19 outbreak in China, Iran, Italy, Japan and South Korea, the Centers for Disease Control and Prevention (“CDC”) has deemed it necessary to prohibit or restrict non-essential travel to or from those countries; and

WHEREAS, on March 1, 2020, I issued Executive Order number 20-51 directing the Florida Department of Health to issue a Public Health Emergency; and

WHEREAS, on March 1, 2020, the State Surgeon General and State Health Officer declared a Public Health Emergency exists in the State of Florida as a result of COVID-19; and

WHEREAS, on March 7, 2020, I directed the Director of the Division of Emergency Management to activate the State Emergency Operations Center to Level 2 to provide coordination and response to the COVID-19 emergency; and

WHEREAS, as of March 9, 2020, eight counties in Florida have positive cases for COVID-19, and COVID-19 poses a risk to the entire state of Florida; and

WHEREAS, the CDC currently recommends community preparedness and everyday prevention measures be taken by all individuals and families in the United States, including voluntary home isolation when individuals are sick with respiratory symptoms, covering coughs and sneezes with a tissue and disposal of the tissue immediately thereafter, washing hands often with soap and water for at least 20 seconds, using of alcohol-based hand sanitizers with 60%-95% alcohol if soap and water are not readily available and routinely cleaning frequently touched surfaces and objects to increase community resilience and readiness for responding to an outbreak; and

WHEREAS, the CDC currently recommends mitigation measures for communities experiencing an outbreak including staying at home when sick, keeping away from others who are sick, limiting face-to-face contact with others as much as possible, consulting with your healthcare provider if individuals or members of a household are at high risk for COVID-19 complications, wearing a facemask if advised to do so by a healthcare provider or by a public health official, staying home when a household member is sick with respiratory disease symptoms if instructed to do so by public health officials or a health care provider; and

WHEREAS, as Governor, I am responsible for meeting the dangers presented to this state and its people by this emergency.

NOW, THEREFORE, I, RON DESANTIS, as Governor of Florida, by virtue of the authority vested in me by Article IV, Section (1)(a) of the Florida Constitution, Chapter 252, Florida Statutes, and all other applicable laws, promulgate the following Executive Order to take immediate effect:

Section 1. Because of the foregoing conditions, I declare a state of emergency exists in the State of Florida.

Section 2. I designate the Director of the Division of Emergency Management (“Director”) as the State Coordinating Officer for the duration of this emergency and direct him to execute the State’s Comprehensive Emergency Management Plan and other response, recovery, and mitigation plans necessary to cope with the emergency. Additionally, I designate the State Health Officer and Surgeon General as a Deputy State Coordinating Officer and State Incident Commander.

Pursuant to section 252.36(1)(a), Florida Statutes, I delegate to the State Coordinating Officer the authority to exercise those powers delineated in sections 252.36(5)-(10), Florida Statutes, which he shall exercise as needed to meet this emergency, subject to the limitations of section 252.33, Florida Statutes. In exercising the powers delegated by this Order, the State Coordinating Officer shall confer with the Governor to the fullest extent practicable. The State Coordinating Officer shall also have the authority to:

A. Seek direct assistance and enter into agreements with any and all agencies of the United States Government as may be needed to meet the emergency.

B. Designate additional Deputy State Coordinating Officers, as necessary.

C. Suspend the effect of any statute, rule, or order that would in any way prevent, hinder, or delay any mitigation, response, or recovery action necessary to cope with this emergency.

D. Enter orders as may be needed to implement any of the foregoing powers; however, the requirements of sections 252.46 and 120.54(4), Florida Statutes, do not apply to any such orders issued by the State Coordinating Officer; however, no such order shall remain in effect beyond the expiration of this Executive Order, to include any extension.

Section 3. I order the Adjutant General to activate the Florida National Guard, as needed, to deal with this emergency.

Section 4. I find that the special duties and responsibilities resting upon some State, regional, and local agencies and other governmental bodies in responding to the emergency may require them to suspend the application of the statutes, rules, ordinances, and orders they administer. Therefore, I issue the following authorizations:

A. Pursuant to section 252.36(1)(a), Florida Statutes, the Executive Office of the Governor may suspend all statutes and rules affecting budgeting to the extent necessary to provide budget authority for state agencies to cope with this emergency. The requirements of sections 252.46 and 120.54(4), Florida Statutes, do not apply to any such suspension issued by the Executive Office of the Governor; however, no such suspension shall remain in effect beyond the expiration of this Executive Order, to include any extension.

B. Each State agency may suspend the provisions of any regulatory statute prescribing the procedures for conduct of state business or the orders or rules of that agency, if strict compliance with the provisions of any such statute, order, or rule would in any way prevent, hinder, or delay necessary action in coping with the emergency. This includes, but is not limited to, the authority to suspend any and all statutes, rules, ordinances, or orders which affect leasing, printing, purchasing, travel, and the condition of employment and the compensation of employees. For the purposes of this Executive Order, “necessary action in coping with the emergency” means any emergency mitigation, response, or recovery action: (1) prescribed in the State Comprehensive Emergency Management Plan (“CEMP”); or (2) ordered by the State Coordinating Officer. The requirements of sections 252.46 and 120.54, Florida Statutes, shall not apply to any such suspension issued by a State agency; however, no such suspension shall remain in effect beyond the expiration of this Executive Order, to include any extensions.

C. In accordance with section 465.0275, Florida Statutes, pharmacists may dispense up to a 30-day emergency prescription refill of maintenance medication to persons who reside in an area or county covered under this Executive Order and to emergency personnel who have been activated by their state and local agency but who do not reside in an area or county covered by this Executive Order.

D. In accordance with section 252.38, Florida Statutes, each political subdivision within the State of Florida may waive the procedures and formalities otherwise required of the political subdivision by law pertaining to:

1) Performance of public work and taking whatever prudent action is necessary to ensure the health, safety, and welfare of the community;

2) Entering into contracts; however, political subdivisions are cautioned against entering into time and materials contracts without ceiling as defined by 2 CFR 200.318(j) or cost plus percentage contracts as defined by 2 CFR 200.323(d);

3) Incurring obligations;

4) Employment of permanent and temporary workers;

5) Utilization of volunteer workers;

6) Rental of equipment;

7) Acquisition and distribution, with or without compensation, of supplies, materials, and facilities; and,

8) Appropriation and expenditure of public funds.

E. All State agencies responsible for the use of State buildings and facilities may close such buildings and facilities in those portions of the State affected by this emergency, to the extent necessary to meet this emergency. I direct each State agency to report the closure of any State

building or facility to the Secretary of the Department of Management Services. Under the authority contained in section 252.36, Florida Statutes, I direct each County to report the closure of any building or facility operated or maintained by the County or any political subdivision therein to the Secretary of the Department of Management Services. Furthermore, I direct the Secretary of the Department of Management Services to:

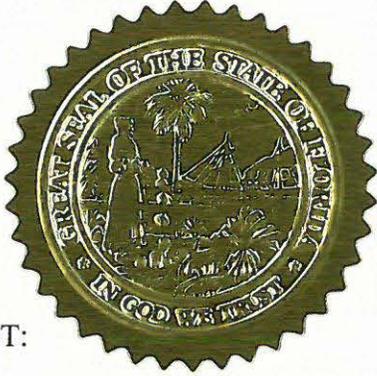
- 1) Maintain an accurate and up-to-date list of all such closures; and,
- 2) Provide that list daily to the State Coordinating Officer.

Section 5. I find that the demands placed upon the funds appropriated to the agencies of the State of Florida and to local agencies are unreasonably great and the funds currently available may be inadequate to pay the costs of coping with this emergency. In accordance with section 252.37(2), Florida Statutes, I direct that sufficient funds be made available, as needed, by transferring and expending moneys appropriated for other purposes, moneys from unappropriated surplus funds, or from the Budget Stabilization Fund.

Section 6. All State agencies entering emergency final orders or other final actions in response to this emergency shall advise the State Coordinating Officer contemporaneously or as soon as practicable.

Section 7. Medical professionals and workers, social workers, and counselors with good and valid professional licenses issued by states other than the State of Florida may render such services in Florida during this emergency for persons affected by this emergency with the condition that such services be rendered to such persons free of charge, and with the further condition that such services be rendered under the auspices of the American Red Cross or the Florida Department of Health.

Section 8. All activities taken by the Director of the Division of Emergency Management and the State Health Officer and Surgeon General with respect to this emergency before the issuance of this Executive Order are ratified. This Executive Order shall expire sixty days from this date unless extended.



ATTEST:

Laurel McKee
SECRETARY OF STATE

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed, at Tallahassee, this 9th day of March, 2020.

[Signature]

RON DESANTIS, GOVERNOR

FILED
2020 MAR -9 PM 5:52
DEPARTMENT OF STATE
TALLAHASSEE, FLORIDA

STATE OF FLORIDA

OFFICE OF THE GOVERNOR EXECUTIVE ORDER NUMBER 20-69

(Emergency Management – COVID-19 – Local Government Public Meetings)

WHEREAS, on March 1, 2020, I issued Executive Order 20-51 directing the Florida Department of Health to issue a Public Health Emergency as a result of COVID-19; and

WHEREAS, on March 1, 2020, the State Surgeon General and State Health Officer declared a Public Health Emergency exists in the State of Florida as a result of COVID-19; and

WHEREAS, on March 9, 2020, I issued Executive Order 20-52 declaring a state of emergency for the entire State of Florida as a result of COVID-19; and

WHEREAS, on March 16, 2020, President Donald J. Trump and the Centers for Disease Control and Prevention (“CDC”) issued the “15 Days to Slow the Spread” guidance advising individuals to adopt far-reaching social distancing measures, such as working from home and avoiding gatherings of more than 10 people; and

WHEREAS, on March 17, 2020, I wrote a letter to Attorney General Ashley Moody seeking an advisory opinion regarding concerns raised by local government bodies about their ability to hold meetings through teleconferencing and other technological means in order to protect the public and follow the CDC guidance regarding social distancing; and

WHEREAS, on March 19, 2020, Attorney General Ashley Moody delivered an opinion to me indicating that certain provisions of Florida law require a physical quorum be present for local government bodies to conduct official business, and that local government bodies may only conduct meetings by teleconferencing or other technological means if either a statute permits a quorum to be present by means other than in person, or that the in person requirement for constituting a quorum is lawfully suspended during the state of emergency; and

WHEREAS, it is necessary and appropriate to take action to ensure that COVID-19 remains controlled, and that residents and visitors in Florida remain safe and secure;

NOW, THEREFORE, I, RON DESANTIS, as Governor of Florida, by virtue of the authority vested in me by Article IV, Section (1)(a) of the Florida Constitution, Chapter 252, Florida Statutes, and all other applicable laws, promulgate the following Executive Order to take immediate effect:

Section 1. I hereby suspend any Florida Statute that requires a quorum to be present in person or requires a local government body to meet at a specific public place.

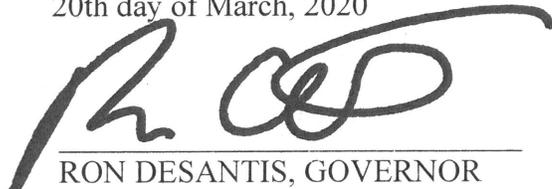
Section 2. Local government bodies may utilize communications media technology, such as telephonic and video conferencing, as provided in section 120.54(5)(b)2., Florida Statutes.

Section 3. This Executive Order does not waive any other requirement under the Florida Constitution and "Florida's Government in the Sunshine Laws," including Chapter 286, Florida Statutes.

Section 4. This Executive Order shall expire at the expiration of Executive Order 20-52, including any extension.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed, at Tallahassee, this 20th day of March, 2020



RON DESANTIS, GOVERNOR

ATTEST:



SECRETARY OF STATE

TALLAHASSEE, FLORIDA

2020 MAR 20 AM 9:38

FILED

**North River Ranch
Community Development District**

Ratification of GeoPoint Surveying, Inc.
Proposal for Boundary Verification

**ADDENDUM TO AGREEMENT BETWEEN
NORTH RIVER RANCH COMMUNITY DEVELOPMENT DISTRICT AND CONTRACTOR**

This Addendum to Agreement Between North River Ranch Community Development District and Contractor, (the "Addendum"), is made and entered into as of the 23rd day of March, 2020, by and between the North River Ranch Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, (hereinafter, "District"); CredPoint Sweeping Inc. and (hereinafter, the "Contractor").

WITNESSETH

WHEREAS, District and Contractor are parties to that certain Agreement of even date herewith for construction, work, professional and/or related services to be performed on lands owned and/or operated and maintained by the District, (the "Agreement"); and,

WHEREAS, Florida law requires specific contractual provisions apply to all Community Development Districts pursuant to Chapter 190, Florida Statutes; and,

WHEREAS, the parties desire for this Addendum to amend, modify, supplement and clarify the Agreement, such that the Agreement shall fully comply with the provisions of Chapter 190, Florida Statutes.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. All payments pursuant to the Agreement, including any dispute regarding any payment or other monies owed to Contractor by District, shall be governed by the "Local Government Prompt Payment Act," Chapter 218, Florida Statutes.
2. Contractor shall obtain, and thereafter at all times during the performance of the work described in the Agreement, maintain a performance bond and a labor and material payment bond, each in form and substance satisfactory to District. Such bonds shall comply with Section 255.05, Florida Statutes.
3. Contractor shall observe and abide by and perform all of its obligations hereunder and all other activities in connection with the work and project contemplated by the Agreement in accordance with all applicable laws, rules and regulations of all governmental authorities having jurisdiction, including the District's Resolutions, Rules and Regulations.
4. To the fullest extent permitted by law and to the extent claims, damages, losses or expenses are not covered by insurance maintained by Contractor in accordance with the Agreement, Contractor hereby assumes entire responsibility and liability for any and all damage or injury of any kind or nature whatever (including death resulting therefrom) to all persons, whether employees of Contractor or its subcontractors, or otherwise, and to all property (real and personal), caused by, resulting from, arising out of or occurring in any manner whatsoever in connection with the execution of the work or performance of the Agreement. Contractor agrees to indemnify and save harmless District, its officers, Supervisors, agents, servants and employees from and against any and all such claims, loss, cost, expense, liability, damage or injury, including legal fees, that District, its officers, Supervisors, agents, servants or employees may directly or indirectly sustain, suffer or incur as a result thereof. Nothing herein shall be construed as or constitute a waiver of District's limitations on liability contained in Section 768.28, Florida Statutes, or other statute or law.
5. The Contractor shall prepare and maintain complete records and comprehensive books relating to any work or other services performed on lands within the District, (the "Records"), which Records shall be maintained by the Contractor for a period of at least four (4) years after the expiration of the Agreement; and, copies of all Records shall be timely given to the District. The Records shall include, but not be limited to, documents and other information pertaining to all costs associated with the project and work contemplated by the Agreement. The District, and/or its duly authorized representative, shall have the right to audit such Records at reasonable times upon prior notice to Contractor, and Contractor shall be required to prepare and maintain all Records on a basis of generally accepted accounting principles. If an audit reveals overcharges that exceed the total amount due Contractor under the Agreement, Contractor will reimburse District for the cost of the audit and pay 2.5 times the amount of the overcharges as liquidated damages.

6. The Contractor agrees and understands that District is a special purpose unit of local government and as such is subject to Chapter 119, Florida Statutes. Contractor agrees and covenants to fully cooperate with District, to District's full satisfaction, in responding to requests for public records pursuant to Chapter 119, Florida Statutes, as same pertain to the Records. Contractor further agrees and understands that the Records may be public records, and Contractor shall fully comply with Florida law, and specifically the provisions of Chapter 119 Florida Statutes as it pertains to the Records.

7. Contractor agrees that all work products of Contractor, Contractor's employees, suppliers and subcontractors, including drawings, designs, plans, reports, manuals, programs, tapes, electronic data and any other material prepared by Contractor or its employees, suppliers and subcontractors under the Agreement, including the Records, shall belong exclusively to the District, free and clear of all liens and other encumbrances.

8. The parties agree that the Agreement shall be controlled and governed by the laws of the State of Florida, with venue situate in Manatee County, Florida.

9. In the event of any conflict between the terms of this Addendum and the terms of the Agreement, the terms of this Addendum shall govern, prevail and control.

IN WITNESS WHEREOF, this Addendum is hereby executed as of the date first above set forth.

Contractor:

District:

Geopant Surveying Inc.
By: [Signature]
Name: DAVID A. WILLIAMS
Title: Vice President

North River Ranch Community Development District
By: [Signature]
Name: Pete Williams
Chairperson/Vice Chairperson of the Board of Supervisors

EXHIBIT "A"

TERMS AND CONDITIONS TO CDD ADDENDUM

SECTION 1. WORK

The Contractor shall complete all Work as specified or indicated in the Agreement in a timely and professional manner; in accordance with all laws, rules and regulations of any governmental body with jurisdiction thereto; and in accordance with any and all schedules or other time frames for completion of the Work as set forth in the Agreement. TIME IS OF THE ESSENCE FOR COMPLETION OF THE WORK.

SECTION 2. DISTRICT ENGINEER AS REPRESENTATIVE

District Engineer will act as the representative for the District to review and inspect the Work. District Engineer shall at all times have access to review all plans, specifications, permits, approvals and all other matters of and associated with Contractor's Work and completion thereof.

SECTION 3. AUDIT

Contractor shall check all materials and labor entering into the Work and shall keep such full and detailed accounts as may be necessary to determine the Cost of the Work. District shall have access to the Work at all reasonable times and the right to audit all Contractor's books, records, correspondence, instructions, drawings, receipts, vouchers and memoranda, relating to the Work, and Contractor shall preserve such records for a period of not less than five (5) years after final payment.

SECTION 4. PAYMENTS

- A. All payments pursuant to the Agreement, including any dispute regarding any payment or other monies owed to Contractor by District, shall be governed by the "Local Government Prompt Payment Act," Chapter 218, Florida Statutes.
- B. Retainage: Ten percent (10%) shall be retained from each payment made by District to Contractor until the Work has been fully completed in accordance with the Agreement and all provisions related to the Work have been fulfilled, as confirmed in writing by the District's Representative, and all provisions related to the Agreement have been fulfilled, as confirmed by the District's Board of Supervisors in writing; provided however, if District Engineer is a party to the Agreement, then District shall appoint an independent District Representative.
- C. Any provision hereof to the contrary notwithstanding, District shall not be obligated to make any payment to Contractor hereunder if Contractor has failed to perform its Work and any other obligations hereunder or otherwise is in default under the Agreement, (as amended, supplemented and modified by the Addendum and this Terms and Conditions to CDD Addendum).
- D. As a condition precedent to each payment under the Agreement, Contractor shall furnish to District a partial waiver and release of lien, in a form satisfactory to the District, from all subcontractors, materialmen and other parties furnishing labor, materials, or both in the performance of the Work. The Contractor agrees, and this Agreement is based upon the expressed condition, that no liens or rights in rem shall so lie or attach, and the Contractor shall indemnify and hold District harmless from and against such liens, claims, rights and any and all expenses incurred by the Contractor or District in discharging them.
- E. As conditions precedent to any final payment under the Agreement, Contractor shall: (i) execute and deliver a final affidavit, waiver and release of all claims and liens Contractor may have against the District and the land and improvements upon which the Work is located; (ii) furnish written release and waivers of all rights to claim or file liens properly executed by any and all subcontractors, materialmen, suppliers, laborers, vendors or others furnishing work, labor, materials, machinery or fixtures in the performance of the Work in a form satisfactory to the District; (iii) furnish any manufacturers' guarantees or warranties for materials provided or equipment installed in the Work; (iv) have done and performed all other things required of it pursuant to the Agreement; (v) furnished District with the Certificate of Use or Occupancy, as the case may be (if applicable); (vi) warrant all workmanship as outlined in **Exhibit A-1**, attached; and (vii) deliver to the District a set of "as built" drawings and plans, (if applicable), reflecting all changes, modifications and additions thereto which occurred during performance of the Work. Acceptance of any Work or any possession taken by District shall not operate as a waiver of any provision

of the Agreement or any right or power therein reserved to District including any right to damages provided therein at law or in equity.

SECTION 5. INSURANCE

During the entire term of this Agreement and any extensions thereof, Contractor shall obtain and maintain, at Contractor's expense, the insurances required herein, which insurance shall be kept in full force and effect until acceptance of the Work by District. Before proceeding with any Work, Contractor shall furnish to District and District's Representative, and any governmental agency designated by District, an original certificate of insurance or proof of insurance in a form reasonably acceptable to District.

The District shall be named as additional insured on all insurance policies required with the exception of worker's compensation and employer's liability insurance. All required insurance policies, except workers' compensation and employers' liability, shall be endorsed to be primary and non-contributory to any insurance otherwise carried by Contractor and District with respect to the Work. Such insurance shall not be modified, permitted to lapse, or canceled without written notice to District from such insurance companies, mailed to District, with copies to District's Representative, via Registered Mail thirty (30) days in advance of such modification, expiration, or cancellation. In the event of such cancellation notice, Contractor, at Contractor's expense, shall obtain replacement insurance coverage from other insurance companies prior to the cancellation of the original insurance coverage.

Insurance Coverage	Limits
a) Worker's Compensation	As required by Florida law.
b) Employers Liability	\$1,000,000 per occurrence.
c) Comprehensive General Liability (Occurrence Form) Including but not limited to: Premises, operations and elevators. Independent Contractors. Broad form property damage. Personal Injury. Blanket contractual liability. Blanket fire and explosion legal liability. Explosion, collapse and underground hazard included. Products liability. Completed operations coverage for 3 years after completion and acceptance of the Work.	\$1,000,000 combined single limit bodily injury and property damage per occurrence and project specific aggregate.
d) Automobile Liability	\$1,000,000 combined single limit bodily injury and property damage per occurrence. If Contractor, or any subcontractor, is a transporter of hazardous materials, such transporter's Automobile Liability policy shall have all pollution exclusions deleted.

If Contractor subcontracts any of the Work, Contractor shall require each subcontractor to have the insurance coverage required by this Section or such other amount as agreed to by District and Contractor. Contractor shall furnish District evidence thereof before each subcontractor commences any of the Work. Contractor's obtaining of the insurance required by this Section shall in no manner lessen, diminish or affect Contractor's obligations set forth in any provisions of the Agreement. Contractor shall also carry such additional insurance as may be required by any law. All insurance policies required of Contractor and subcontractors shall contain a waiver of subrogation clause wherein no insurance company shall have any right of recovery against District.

All insurance required in this section shall be provided by financially responsible insurance carriers authorized or eligible to do business in the state of Florida and rated by A.M. Best Rating Service as A- or better.

District and Contractor acknowledge that the insurance requirements set forth in the Agreement may be required to be varied by District's insurance carrier and Contractor agrees to enter into suitable modifications of the provisions hereof upon the request of the District, provided District bears any additional cost occasioned thereby.

SECTION 6. INDEPENDENT CONTRACTOR

The Work shall be performed by Contractor as an independent contractor at its sole risk, cost and expense. District shall have the right to insist that all the provisions and requirements of the Agreement are carried out by Contractor.

SECTION 7. WAIVER

No consent or waiver, express or implied, by either party to this Agreement of any breach or default by the other in the performance of any obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default by such party hereunder. Unless the Agreement specifies a time period for notice of a particular claim, failure on the part of any party hereto to complain of any act or failure to act of the other party or to declare the other party in default hereunder, irrespective of how long such failure continues, shall not constitute waiver of the rights of such party hereunder. Notwithstanding anything to the contrary in the Agreement, inspection or failure of District to perform any inspection hereunder, shall not release Contractor of any of its obligations hereunder.

SECTION 8. PROTECTION OF WORK

- A. Contractor shall protect and prevent damage to all finished and unfinished portions of the Work, including but not limited to the protection thereof from damage by the elements, theft or vandalism. Restoration of such damage shall be the sole responsibility of Contractor and shall not be cause for an increase in amounts owed Contractor pursuant to the Agreement.
- B. If any property upon which the Work is completed or accessed in order to complete the Work, to include without limitation streams, waterways, existing trees and wetlands, are damaged to any extent by Contractor or its subcontractor(s), agents and/or assigns, then the Contractor shall repair and restore the property to the condition which exists on the date hereof. Such repair or restoration shall be the sole responsibility of Contractor and shall not be cause for an increase in amounts owed Contractor pursuant to the Agreement.

SECTION 9. COMPLIANCE WITH LAWS

Contractor shall observe and abide by and perform all of its obligations hereunder and all other activities in connection with the Work in accordance with all applicable laws, rules and regulations of all governmental authorities having jurisdiction, including the District.

SECTION 10. PERMITS AND LICENSES

- A. Contractor shall pay all taxes, including sales taxes, unless otherwise stated herein. Contractor shall obtain and pay for all construction permits and licenses, and all contributions imposed or required by any law for any employment insurance, pensions, age-related retirement funds, or similar purposes.
- B. Contractor accepts liability for all taxes and contributions required of it and its subcontractors by the Federal Social Security Act and the unemployment compensation law or any similar law of any state.

SECTION 11. TERMINATION

- A. District may immediately terminate the Agreement in the event of the happening of any of the following or any other comparable event: (a) insolvency of the Contractor, (b) filing of a voluntary petition in bankruptcy against Contractor, (c) filing of any involuntary petition in bankruptcy against Contractor, (d) appointment of a receiver or trustee for Contractor, (e) execution of an assignment, (f) failure of Contractor to commence the Work in accordance with the provisions of this Agreement, (g) failure of Contractor to prosecute the Work to completion thereof in a diligent, efficient, workmanlike, skillful and careful manner and in accordance with provisions of this Agreement, (h) failure of Contractor to use an adequate amount or quality of personnel or equipment to complete the Work without delay, (i) failure of Contractor to perform any of its obligations under this Agreement, or if Contractor otherwise repudiates or breaches any of the terms of this Agreement, including Contractor's warranties.
- B. District shall have the right to terminate this Agreement for any reason whatsoever at any time by giving Contractor thirty (30) days written notice thereof. Upon receipt of such notice, Contractor immediately shall

terminate performance of the Work and make every reasonable effort to mitigate its losses and damages hereunder; provided, however, in connection with such termination, Contractor shall perform such acts as may be necessary to preserve and protect that part of the Work theretofore performed hereunder. Upon such termination, District shall pay to Contractor a sum of money equal to the cost of all Work properly performed (accepted and approved by District and District's Representatives) hereunder by Contractor for which payments have not theretofore been made hereunder, and District shall assume the obligations of Contractor under all its subcontracts and purchase orders covering the unperformed parts of the Work. In the event of such termination, the Contractor shall not be entitled to anticipated profits on any Work not yet performed; and the Agreement shall become terminated and of no further force nor effect; provided however, and notwithstanding anything to the contrary, all warranties of Contractor for Work completed prior to the termination of the Agreement shall continue in full force and effect and shall survive termination of the Agreement.

SECTION 12. ATTORNEY'S FEE'S

In the event of any action or proceeding between Contractor and District to enforce any provision of this Agreement, the losing party shall pay to the prevailing party all costs and expenses, including without limitation, reasonable attorneys' fees and expenses, incurred in such action or proceeding and in any appeal in connection by such prevailing party. This Section is intended to be severable from the other provisions of this Agreement, and the prevailing party's rights under this Section shall not merge into any judgment and any judgment shall survive until all such fees and costs have been paid.

SECTION 13. SPECIAL CONDITIONS

1. Contractor is to provide weekly progress reports delivered to the District's Representative by 3:00 pm, Friday for the current week of Work.
2. Contractor shall coordinate all inspections required by governmental agencies and the District's Representative. All construction methods, materials, and testing shall comply with Manatee County, Florida, standards.
3. The Contractor acknowledges that the District is exempt from the Florida Sales and Use Tax (the "Sales Tax"). Accordingly, to minimize the cost of the Work to the District, the Contractor agrees to cooperate with the District and to allow the District, at its option, to purchase materials in its name in order to avoid the Sales Tax that would otherwise be due on such purchases. All savings realized by the District as a result of such direct purchases shall inure to the benefit of the District only.

EXHIBIT A-1

CONTRACTOR (OR SUBCONTRACTOR) WARRANTY-GUARANTEE

For purposes of this Exhibit A-1, when this form is used to provide subcontractor's warranty-guarantee, the term "Contractor" shall apply to the subcontractor.

WARRANTY GUARANTEE

("Contractor" or "Subcontractor") _____ does hereby warrant and guarantee the Work in its entirety as defined in the Agreement dated _____ shall be free and clear from defects for a period of one (1) year from the date of inspection and acceptance by the District or the District's Representative, (the "Guarantee Period").

Contractor agrees to repair or replace to the satisfaction of the District's Representative any or all Work that may prove defective in workmanship or materials within the Guarantee Period.

If Contractor fails to comply with the above-mentioned conditions within a reasonable time after being notified, Contractor hereby authorizes the District to proceed to have defects repaired and made good at Contractor's sole cost and expense, and Contractor shall pay the costs and charges therefore immediately upon demand to the District.

The warranty-guarantee rights afforded the District herein shall be in addition to all other rights afforded the District at law and equity, and shall in no way restrict, limit or impair those additional rights of the District.

CONTRACTOR (OR SUBCONTRACTOR):

(Name)

By: _____

Title: _____

Date: _____, 20_____



PROPOSAL/AUTHORIZATION FOR WORK

To: North River Ranch Community Development District
c/o PFM Group Consulting, LLC
Attn: Vivian Carvalho, District Manager
12051 Corporate Boulevard
Orlando, Florida 32817

Date: March 23rd, 2020

Attn: Vivian Carvalho

Re: North River Ranch

We hereby propose to do the following work:

Task	Description:	Lump Sum
1	Boundary Verification Including Overall Boundary Of Phase 3A And 3B. Includes Surveying The Perimeter Of The Parent Tracts – Linework Only For Future Use)	\$28,500

All work herein is subject to the conditions described in Exhibit "A" attached herewith and made a part of this "Authorization for Work". This proposal is valid for 30 days from today, March 23rd, 2020

GeoPoint Surveying, Inc.

By: _____
David A, Williams P.S.M.
Vice President, Owner

ACCEPTANCE: North River Ranch Community Development District
c/o PFM Group Consulting, LLC

By:
(Authorized Signature)

Date: 3/23/2020
Pete Williams, Chair
(Print Name & Title)

File Name: J:\North River Ranch\Contracts\North River\Phase 3A and 3B and parent tracts bnd verif ea.DAW
03.23.2020

Attachment "A" Terms and Conditions

All fees stated in this Contract shall be payable in full, in monthly installments, based on the percentage of work completed in that month, as mutually agreed upon, or, if appropriate, on an hourly basis at GeoPoint Surveying, Inc.'s prevailing hourly rates, subject to any agreed upon limits.

In addition to the fees in this Contract, we charge all out-of-pocket expenses such as photocopying, long distance telephone calls, postage, etc. These expenses will be charged to the Client at GeoPoint Surveying, Inc.'s cost.

Work will be billed on the 20th of each month under the terms of this Contract or upon completion, and GeoPoint Surveying, Inc. shall expect payment by the tenth of the following month. Client shall pay the invoice and statement in accordance with the terms of this Contract and the terms of said statement and invoice. If Client fails to make any payment due GeoPoint Surveying, Inc. for services within 30 days of the invoice date, the amount(s) due shall accrue interest at the rate of 1 ½ percent per annum, and shall be calculated from the first day that the payment is deemed late pursuant to this Section.

In the event this Contract is terminated prior to completion, GeoPoint Surveying, Inc. shall be entitled to payment for services performed as of the date of termination, plus all out-of-pocket expenses.

Client shall indemnify, defend and hold harmless GeoPoint Surveying, Inc., from and against any claims, liabilities, damages, penalties and/or costs (including, without limitation, reasonable attorney's fees and expenses) GeoPoint Surveying, Inc., may incur as a result of claims in any form by third parties (including, without limitation, governmental agencies and departments) relating to or arising out of this Contract, except to the extent such claims arise from the gross negligence or intentional misconduct of GeoPoint Surveying, Inc.

The prevailing party in any litigation between the parties relating to or arising out of this Contract (including, without limitation, trial, appellate and bankruptcy proceedings) shall recover its reasonable attorney's fees and costs from the non-prevailing party.

The Client, upon executing this Contract authorizes the work described within the Scope of Services Section of this Contract and does so on behalf of the owner of the subject property, and warrants that the Client has authority to sign the Contract.

All documents, including but not limited to drawings, reports, and electronic data which have been or will be prepared, designed, written or developed by GeoPoint Surveying, Inc., in any form or fashion while rendering services to Client or that pertain to the work performed under this Contract (the "**Documents**") are the sole property of GeoPoint Surveying, Inc. Client may not use or modify such Documents on other projects or extensions of this project without the prior written approval of GeoPoint Surveying, Inc. Client agrees that GeoPoint Surveying, Inc. shall be considered the author of the Documents for all purposes and the owner of all the rights comprised in the undivided copyright (and all reissues, renewals and extensions thereof) in and to the Documents and of any and all corresponding intellectual property rights. Notwithstanding any provision in this Contract to the contrary, in the event of a default by Client including, without limitation, any failure to pay amounts due within 30 days of invoice date, GeoPoint Surveying, Inc., shall be entitled to exclusive possession of any and all of the Documents prepared pursuant to this Contract and Client shall have no rights in the Documents.

Attachment "A" Terms and Conditions

This Contract and the rights of the signers under this Contract shall be governed by the laws of the State of Florida, without reference to the choice of law principles thereof. The exclusive venue for all actions to enforce or interpret the provisions of this Contract will be courts of the State of Florida or of the United States having jurisdiction over Hillsborough County, Florida. All parties irrevocably waive any objection they may have to the laying of venue of any suit, action or proceeding arising out of or relating hereto brought in any such court, irrevocably waives any claim that any such suit, action or proceeding so brought has been brought in an inconvenient forum, and further waives the right to object that such court does not have jurisdiction over such party.

Your acceptance of this proposal shall constitute a Contract between the Client and GeoPoint Surveying, Inc.

Client agrees not to assign this Contract or any part hereof without the prior written consent of GeoPoint Surveying, Inc. which consent may be withheld by GeoPoint Surveying, Inc. for any reason it deems appropriate in its sole discretion. GeoPoint Surveying, Inc. may assign or transfer this Contract or any of its rights or obligations hereunder without the prior written consent of Client. This Contract shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

Each provision of this Contract will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Contract is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Contract.

GeoPoint Surveying, Inc., in furnishing the services under this Contract, is acting only as an independent contractor and shall have the exclusive control of the manner and means of performing the work contracted for hereunder. GeoPoint Surveying, Inc. does not undertake by this Contract or otherwise to perform any obligations of Client, whether regulatory or contractual, or to assume any responsibility for Client's business or operations. Nothing contained in this Contract shall be construed to create a joint venture or partnership between the parties.

The exhibits and other attachments to this Contract are hereby incorporated by reference and made part hereof. This Contract constitutes the entire understanding of the parties with respect to the subject matter hereof and there are no restrictions, warranties, covenants or undertakings other than those expressly set forth or referred to herein. This Contract may not be modified or amended except by an instrument in writing signed by the party against whom enforcement of any such modification or amendment is sought.

The waiver by either of the parties of breach or violation of any provision of this Contract shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provisions hereof.

**North River Ranch
Community Development District**

Ratification of GeoPoint Surveying, Inc.
Proposal for Staking of Soil Borings

**ADDENDUM TO AGREEMENT BETWEEN
NORTH RIVER RANCH COMMUNITY DEVELOPMENT DISTRICT AND CONTRACTOR**

This Addendum to Agreement Between North River Ranch Community Development District and Contractor, (the "Addendum"), is made and entered into as of the **31st** day of **GeoPoint Surveying, 2020**, by and between the **North River Ranch Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, (hereinafter, "District"); and

(hereinafter, the "Contractor").

WITNESSETH

WHEREAS, District and Contractor are parties to that certain contract, proposal and/or agreement, (collectively the "Agreement"), of even date herewith for construction, work, professional and/or related services, (collectively the "Work"), to be performed on lands owned and/or operated and maintained by the District, (the "Agreement"); and,

WHEREAS, Florida law requires specific contractual provisions apply to all Community Development Districts pursuant to Chapter 190, Florida Statutes; and,

WHEREAS, the parties desire for this Addendum to amend, modify, supplement and clarify the Agreement, such that the Agreement shall fully comply with the provisions of this Addendum, Chapter 190, Florida Statutes and other provisions of law pertaining to public bodies.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. All payments pursuant to the Agreement, including any dispute regarding any payment or other monies owed to Contractor by District, shall be governed by the "Local Government Prompt Payment Act," Chapter 218, Florida Statutes.
2. Contractor shall obtain, and thereafter at all times during the performance of the Work described in the Agreement, maintain a performance bond and a labor and material payment bond, as applicable, each in form and substance satisfactory to District. Such bonds shall comply with Section 255.05, Florida Statutes.
3. Contractor shall observe and abide by and perform all of its obligations hereunder and all other activities in connection with the Work and project contemplated by the Agreement in accordance with all applicable laws, rules and regulations of all governmental authorities having jurisdiction, including the District's Resolutions, Rules and Regulations.
4. To the fullest extent permitted by law, and to the extent claims, damages, losses or expenses are not covered by insurance maintained by Contractor in accordance with the Agreement, Contractor hereby assumes entire responsibility and liability for any and all damage or injury of any kind or nature whatsoever (including death resulting therefrom) to all persons, whether employees of Contractor or its subcontractors, or otherwise, and to all property (real and personal), caused by, resulting from, arising out of or occurring in any manner whatsoever in connection with the execution of the Work and/or performance of the Agreement. Contractor agrees to indemnify and save harmless District, its officers, Supervisors, agents, servants and employees from and against any and all such claims, losses, costs, expenses, liability, damages and/or injuries, including reasonable legal fees, that District, its officers, Supervisors, agents, servants or employees may directly or indirectly sustain, suffer or incur as a result thereof. Nothing herein shall be construed as or constitute a waiver of District's limitations on liability contained in Section 768.28, Florida Statutes, or other statute or law. The District shall have the right to withhold from any payments due or to become due to Contractor an amount sufficient in its judgment to protect and indemnify District, its officers, Supervisors, agents, servants and employees from and against any and all such claims, including legal fees and disbursements, or District in its discretion, may require Contractor to furnish a surety bond satisfactory to District guaranteeing such protection, which bond shall be furnished by Contractor within five (5) days after written demand has been made therefore.
5. The Contractor shall prepare and maintain complete records and comprehensive books relating to the Work and/or any other services performed on lands within and/or controlled by the District, (the "Records"), which Records shall be maintained by the Contractor for a period of at least five (5) years after the expiration of the Agreement; and, copies of all Records shall be timely given to the District upon request. The Records shall include, but not be limited

to, documents and other information pertaining to all costs associated with the project and Work contemplated by the Agreement. The District, and/or its duly authorized representative, shall have the right to audit such Records at reasonable times upon prior notice to Contractor, and Contractor shall be required to prepare and maintain all Records on a basis of generally accepted accounting principles. If an audit reveals overcharges that exceed the total amount due Contractor under the Agreement, Contractor will reimburse District for the cost of the audit and pay 2.5 times the amount of the overcharges as liquidated damages.

6. The Contractor agrees and understands that District is a special purpose unit of local government and as such is subject to Chapter 119, Florida Statutes. Contractor agrees and covenants to fully cooperate with District, to District's full satisfaction, in responding to requests for public records pursuant to Chapter 119, Florida Statutes, as same pertain to the Records, the Work and the Agreement. Contractor further agrees and understands that the Records, Work and Agreement are public records, and Contractor shall fully comply with Florida law, and specifically the provisions of Chapter 119 Florida Statutes, as it pertains to same.

7. Contractor covenants, warrants and agrees that all work products of Contractor, Contractor's employees, suppliers and subcontractors, including drawings, designs, plans, reports, manuals, programs, tapes, electronic data and any other material prepared by Contractor or its employees, suppliers and subcontractors under the Agreement, including the Records, shall belong exclusively to, and may be used by, the District, free and clear of all liens and other encumbrances.

8. In addition to the terms of this Addendum, the Agreement shall be further subject to the "Terms and Conditions to CDD Addendum," attached hereto as Exhibit "A," and incorporated herein.

9. The parties agree that the Agreement shall be controlled and governed by the laws of the State of Florida, with venue situate in Manatee County, Florida.

10. The Agreement, Addendum and Terms and Conditions to CDD Addendum constitute the entire agreement between the parties hereto with respect to the matters hereby. All prior negotiations, representations and agreements, whether oral or written, with respect hereto not incorporated herein are hereby cancelled, terminated and void. The Agreement can be modified or amended only by a written document duly executed on behalf of both parties hereto.

11. If any term of the Agreement, Addendum or Terms and Conditions to CDD Addendum is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule and the remaining provisions of the Agreement, Addendum and Terms and Conditions to CDD Addendum shall remain in full force and effect.

12. The Agreement, Addendum and Terms and Conditions to CDD Addendum shall constitute one complete document and shall be referred to collectively as the "Agreement"; provided however, and notwithstanding anything to the contrary herein, in the event of any conflict between the terms of this Addendum [which specifically includes by incorporation the Terms and Conditions to CDD Addendum] and the terms of the Agreement, the terms of this Addendum shall at all times govern, control and prevail.

IN WITNESS WHEREOF, this Addendum is hereby executed as of the date first above set forth.

Contractor:

By: _____
Name: _____
Title: _____

District:

North River Ranch Community Development District

By: _____
Name: _____
Chairperson/Vice Chairperson of the Board of Supervisors

EXHIBIT "A"

TERMS AND CONDITIONS TO CDD ADDENDUM

SECTION 1. WORK

The Contractor shall complete all Work as specified or indicated in the Agreement in a timely and professional manner; in accordance with all laws, rules and regulations of any governmental body with jurisdiction thereto; and in accordance with any and all schedules or other time frames for completion of the Work as set forth in the Agreement. TIME IS OF THE ESSENCE FOR COMPLETION OF THE WORK.

SECTION 2. DISTRICT ENGINEER AS REPRESENTATIVE

District Engineer will act as the representative for the District to review and inspect the Work. District Engineer shall at all times have access to review all plans, specifications, permits, approvals and all other matters of and associated with Contractor's Work and completion thereof.

SECTION 3. AUDIT

Contractor shall check all materials and labor entering into the Work and shall keep such full and detailed accounts as may be necessary to determine the Cost of the Work. District shall have access to the Work at all reasonable times and the right to audit all Contractor's books, records, correspondence, instructions, drawings, receipts, vouchers and memoranda, relating to the Work, and Contractor shall preserve such records for a period of not less than five (5) years after final payment.

SECTION 4. PAYMENTS

- A. All payments pursuant to the Agreement, including any dispute regarding any payment or other monies owed to Contractor by District, shall be governed by the "Local Government Prompt Payment Act," Chapter 218, Florida Statutes.
- B. Retainage: Ten percent (10%) shall be retained from each payment made by District to Contractor until the Work has been fully completed in accordance with the Agreement and all provisions related to the Work have been fulfilled, as confirmed in writing by the District's Representative, and all provisions related to the Agreement have been fulfilled, as confirmed by the District's Board of Supervisors in writing; provided however, if District Engineer is a party to the Agreement, then District shall appoint an independent District Representative.
- C. Any provision hereof to the contrary notwithstanding, District shall not be obligated to make any payment to Contractor hereunder if Contractor has failed to perform its Work and any other obligations hereunder or otherwise is in default under the Agreement, (as amended, supplemented and modified by the Addendum and this Terms and Conditions to CDD Addendum).
- D. As a condition precedent to each payment under the Agreement, Contractor shall furnish to District a partial waiver and release of lien, in a form satisfactory to the District, from all subcontractors, materialmen and other parties furnishing labor, materials, or both in the performance of the Work. The Contractor agrees, and this Agreement is based upon the expressed condition, that no liens or rights in rem shall so lie or attach, and the Contractor shall indemnify and hold District harmless from and against such liens, claims, rights and any and all expenses incurred by the Contractor or District in discharging them.
- E. As conditions precedent to any final payment under the Agreement, Contractor shall: (i) execute and deliver a final affidavit, waiver and release of all claims and liens Contractor may have against the District and the land and improvements upon which the Work is located; (ii) furnish written release and waivers of all rights to claim or file liens properly executed by any and all subcontractors, materialmen, suppliers, laborers, vendors or others furnishing work, labor, materials, machinery or fixtures in the performance of the Work in a form satisfactory to the District; (iii) furnish any manufacturers' guarantees or warranties for materials provided or equipment installed in the Work; (iv) have done and performed all other things required of it pursuant to the Agreement; (v) furnished District with the Certificate of Use or Occupancy, as the case may be (if applicable); (vi) warrant all workmanship as outlined in **Exhibit A-1**, attached; and (vii) deliver to the District a set of "as built" drawings and plans, (if applicable), reflecting all changes, modifications and additions thereto which occurred during performance of the Work. Acceptance of any Work or any possession taken by District shall not operate as a waiver of any provision

of the Agreement or any right or power therein reserved to District including any right to damages provided therein at law or in equity.

SECTION 5. INSURANCE

During the entire term of this Agreement and any extensions thereof, Contractor shall obtain and maintain, at Contractor's expense, the insurances required herein, which insurance shall be kept in full force and effect until acceptance of the Work by District. Before proceeding with any Work, Contractor shall furnish to District and District's Representative, and any governmental agency designated by District, an original certificate of insurance or proof of insurance in a form reasonably acceptable to District.

The District shall be named as additional insured on all insurance policies required with the exception of worker's compensation and employer's liability insurance. All required insurance policies, except workers' compensation and employers' liability, shall be endorsed to be primary and non-contributory to any insurance otherwise carried by Contractor and District with respect to the Work. Such insurance shall not be modified, permitted to lapse, or canceled without written notice to District from such insurance companies, mailed to District, with copies to District's Representative, via Registered Mail thirty (30) days in advance of such modification, expiration, or cancellation. In the event of such cancellation notice, Contractor, at Contractor's expense, shall obtain replacement insurance coverage from other insurance companies prior to the cancellation of the original insurance coverage.

Insurance Coverage	Limits
a) Worker's Compensation	As required by Florida law.
b) Employers Liability	\$1,000,000 per occurrence.
c) Comprehensive General Liability (Occurrence Form) Including but not limited to: Premises, operations and elevators. Independent Contractors. Broad form property damage. Personal Injury. Blanket contractual liability. Blanket fire and explosion legal liability. Explosion, collapse and underground hazard included. Products liability. Completed operations coverage for 3 years after completion and acceptance of the Work.	\$1,000,000 combined single limit bodily injury and property damage per occurrence and project specific aggregate.
d) Automobile Liability	\$1,000,000 combined single limit bodily injury and property damage per occurrence. If Contractor, or any subcontractor, is a transporter of hazardous materials, such transporter's Automobile Liability policy shall have all pollution exclusions deleted.

If Contractor subcontracts any of the Work, Contractor shall require each subcontractor to have the insurance coverage required by this Section or such other amount as agreed to by District and Contractor. Contractor shall furnish District evidence thereof before each subcontractor commences any of the Work. Contractor's obtaining of the insurance required by this Section shall in no manner lessen, diminish or affect Contractor's obligations set forth in any provisions of the Agreement. Contractor shall also carry such additional insurance as may be required by any law. All insurance policies required of Contractor and subcontractors shall contain a waiver of subrogation clause wherein no insurance company shall have any right of recovery against District.

All insurance required in this section shall be provided by financially responsible insurance carriers authorized or eligible to do business in the state of Florida and rated by A.M. Best Rating Service as A- or better.

District and Contractor acknowledge that the insurance requirements set forth in the Agreement may be required to be varied by District's insurance carrier and Contractor agrees to enter into suitable modifications of the provisions hereof upon the request of the District, provided District bears any additional cost occasioned thereby.

SECTION 6. INDEPENDENT CONTRACTOR

The Work shall be performed by Contractor as an independent contractor at its sole risk, cost and expense. District shall have the right to insist that all the provisions and requirements of the Agreement are carried out by Contractor.

SECTION 7. WAIVER

No consent or waiver, express or implied, by either party to this Agreement of any breach or default by the other in the performance of any obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default by such party hereunder. Unless the Agreement specifies a time period for notice of a particular claim, failure on the part of any party hereto to complain of any act or failure to act of the other party or to declare the other party in default hereunder, irrespective of how long such failure continues, shall not constitute waiver of the rights of such party hereunder. Notwithstanding anything to the contrary in the Agreement, inspection or failure of District to perform any inspection hereunder, shall not release Contractor of any of its obligations hereunder.

SECTION 8. PROTECTION OF WORK

- A. Contractor shall protect and prevent damage to all finished and unfinished portions of the Work, including but not limited to the protection thereof from damage by the elements, theft or vandalism. Restoration of such damage shall be the sole responsibility of Contractor and shall not be cause for an increase in amounts owed Contractor pursuant to the Agreement.
- B. If any property upon which the Work is completed or accessed in order to complete the Work, to include without limitation streams, waterways, existing trees and wetlands, are damaged to any extent by Contractor or its subcontractor(s), agents and/or assigns, then the Contractor shall repair and restore the property to the condition which exists on the date hereof. Such repair or restoration shall be the sole responsibility of Contractor and shall not be cause for an increase in amounts owed Contractor pursuant to the Agreement.

SECTION 9. COMPLIANCE WITH LAWS

Contractor shall observe and abide by and perform all of its obligations hereunder and all other activities in connection with the Work in accordance with all applicable laws, rules and regulations of all governmental authorities having jurisdiction, including the District.

SECTION 10. PERMITS AND LICENSES

- A. Contractor shall pay all taxes, including sales taxes, unless otherwise stated herein. Contractor shall obtain and pay for all construction permits and licenses, and all contributions imposed or required by any law for any employment insurance, pensions, age-related retirement funds, or similar purposes.
- B. Contractor accepts liability for all taxes and contributions required of it and its subcontractors by the Federal Social Security Act and the unemployment compensation law or any similar law of any state.

SECTION 11. TERMINATION

- A. District may immediately terminate the Agreement in the event of the happening of any of the following or any other comparable event: (a) insolvency of the Contractor, (b) filing of a voluntary petition in bankruptcy against Contractor, (c) filing of any involuntary petition in bankruptcy against Contractor, (d) appointment of a receiver or trustee for Contractor, (e) execution of an assignment, (f) failure of Contractor to commence the Work in accordance with the provisions of this Agreement, (g) failure of Contractor to prosecute the Work to completion thereof in a diligent, efficient, workmanlike, skillful and careful manner and in accordance with provisions of this Agreement, (h) failure of Contractor to use an adequate amount or quality of personnel or equipment to complete the Work without delay, (i) failure of Contractor to perform any of its obligations under this Agreement, or if Contractor otherwise repudiates or breaches any of the terms of this Agreement, including Contractor's warranties.
- B. District shall have the right to terminate this Agreement for any reason whatsoever at any time by giving Contractor thirty (30) days written notice thereof. Upon receipt of such notice, Contractor immediately shall

terminate performance of the Work and make every reasonable effort to mitigate its losses and damages hereunder; provided, however, in connection with such termination, Contractor shall perform such acts as may be necessary to preserve and protect that part of the Work theretofore performed hereunder. Upon such termination, District shall pay to Contractor a sum of money equal to the cost of all Work properly performed (accepted and approved by District and District's Representatives) hereunder by Contractor for which payments have not theretofore been made hereunder, and District shall assume the obligations of Contractor under all its subcontracts and purchase orders covering the unperformed parts of the Work. In the event of such termination, the Contractor shall not be entitled to anticipated profits on any Work not yet performed; and the Agreement shall become terminated and of no further force nor effect; provided however, and notwithstanding anything to the contrary, all warranties of Contractor for Work completed prior to the termination of the Agreement shall continue in full force and effect and shall survive termination of the Agreement.

SECTION 12. ATTORNEY'S FEE'S

In the event of any action or proceeding between Contractor and District to enforce any provision of this Agreement, the losing party shall pay to the prevailing party all costs and expenses, including without limitation, reasonable attorneys' fees and expenses, incurred in such action or proceeding and in any appeal in connection by such prevailing party. This Section is intended to be severable from the other provisions of this Agreement, and the prevailing party's rights under this Section shall not merge into any judgment and any judgment shall survive until all such fees and costs have been paid.

SECTION 13. SPECIAL CONDITIONS

1. Contractor is to provide weekly progress reports delivered to the District's Representative by 3:00 pm, Friday for the current week of Work.
2. Contractor shall coordinate all inspections required by governmental agencies and the District's Representative. All construction methods, materials, and testing shall comply with Manatee County, Florida, standards.
3. The Contractor acknowledges that the District is exempt from the Florida Sales and Use Tax (the "Sales Tax"). Accordingly, to minimize the cost of the Work to the District, the Contractor agrees to cooperate with the District and to allow the District, at its option, to purchase materials in its name in order to avoid the Sales Tax that would otherwise be due on such purchases. All savings realized by the District as a result of such direct purchases shall inure to the benefit of the District only.

EXHIBIT A-1

CONTRACTOR (OR SUBCONTRACTOR) WARRANTY-GUARANTEE

For purposes of this Exhibit A-1, when this form is used to provide subcontractor's warranty-guarantee, the term "Contractor" shall apply to the subcontractor.

WARRANTY GUARANTEE

("Contractor" or "Subcontractor") _____ does hereby warrant and guarantee the Work in its entirety as defined in the Agreement dated _____ shall be free and clear from defects for a period of one (1) year from the date of inspection and acceptance by the District or the District's Representative, (the "Guarantee Period").

Contractor agrees to repair or replace to the satisfaction of the District's Representative any or all Work that may prove defective in workmanship or materials within the Guarantee Period.

If Contractor fails to comply with the above-mentioned conditions within a reasonable time after being notified, Contractor hereby authorizes the District to proceed to have defects repaired and made good at Contractor's sole cost and expense, and Contractor shall pay the costs and charges therefore immediately upon demand to the District.

The warranty-guarantee rights afforded the District herein shall be in addition to all other rights afforded the District at law and equity, and shall in no way restrict, limit or impair those additional rights of the District.

CONTRACTOR (OR SUBCONTRACTOR):

(Name)

By: _____

Title: _____

Date: _____, 20_____



PROPOSAL/AUTHORIZATION FOR WORK

To: North River Ranch Community Development District
c/o PFM Group Consulting, LLC
Attn: Vivian Carvalho, District Manager
12051 Corporate Boulevard
Orlando, Florida 32817

Date: March 24th, 2020

Attn: Vivian Carvalho

Re: North River Ranch

We hereby propose to do the following work:

Task	Description:	Lump Sum
1	Staking of 49 Soil Borings	\$3,000

All work herein is subject to the conditions described in Exhibit "A" attached herewith and made a part of this "Authorization for Work". This proposal is valid for 30 days from today, March 24th, 2020

GeoPoint Surveying, Inc.

ACCEPTANCE: North River Ranch Community Development District
c/o PFM Group Consulting, LLC

By: _____
Charles M. Arnett, P.S.M.
Project Manager

By: _____
(Authorized Signature)

Date: 3/31/2020

Pete Williams, Chairman
(Print Name & Title)

File Name: J:\North River Ranch\Contracts\North River\ 49 sb ea.CMA 03.24.2020

Attachment "A" Terms and Conditions

All fees stated in this Contract shall be payable in full, in monthly installments, based on the percentage of work completed in that month, as mutually agreed upon, or, if appropriate, on an hourly basis at GeoPoint Surveying, Inc.'s prevailing hourly rates, subject to any agreed upon limits.

In addition to the fees in this Contract, we charge all out-of-pocket expenses such as photocopying, long distance telephone calls, postage, etc. These expenses will be charged to the Client at GeoPoint Surveying, Inc.'s cost.

Work will be billed on the 20th of each month under the terms of this Contract or upon completion, and GeoPoint Surveying, Inc. shall expect payment by the tenth of the following month. Client shall pay the invoice and statement in accordance with the terms of this Contract and the terms of said statement and invoice. If Client fails to make any payment due GeoPoint Surveying, Inc. for services within 30 days of the invoice date, the amount(s) due shall accrue interest at the rate of 1 ½ percent per annum, and shall be calculated from the first day that the payment is deemed late pursuant to this Section.

In the event this Contract is terminated prior to completion, GeoPoint Surveying, Inc. shall be entitled to payment for services performed as of the date of termination, plus all out-of-pocket expenses.

Client shall indemnify, defend and hold harmless GeoPoint Surveying, Inc., from and against any claims, liabilities, damages, penalties and/or costs (including, without limitation, reasonable attorney's fees and expenses) GeoPoint Surveying, Inc., may incur as a result of claims in any form by third parties (including, without limitation, governmental agencies and departments) relating to or arising out of this Contract, except to the extent such claims arise from the gross negligence or intentional misconduct of GeoPoint Surveying, Inc.

The prevailing party in any litigation between the parties relating to or arising out of this Contract (including, without limitation, trial, appellate and bankruptcy proceedings) shall recover its reasonable attorney's fees and costs from the non-prevailing party.

The Client, upon executing this Contract authorizes the work described within the Scope of Services Section of this Contract and does so on behalf of the owner of the subject property, and warrants that the Client has authority to sign the Contract.

All documents, including but not limited to drawings, reports, and electronic data which have been or will be prepared, designed, written or developed by GeoPoint Surveying, Inc., in any form or fashion while rendering services to Client or that pertain to the work performed under this Contract (the "**Documents**") are the sole property of GeoPoint Surveying, Inc. Client may not use or modify such Documents on other projects or extensions of this project without the prior written approval of GeoPoint Surveying, Inc. Client agrees that GeoPoint Surveying, Inc. shall be considered the author of the Documents for all purposes and the owner of all the rights comprised in the undivided copyright (and all reissues, renewals and extensions thereof) in and to the Documents and of any and all corresponding intellectual property rights. Notwithstanding any provision in this Contract to the contrary, in the event of a default by Client including, without limitation, any failure to pay amounts due within 30 days of invoice date, GeoPoint Surveying, Inc., shall be entitled to exclusive possession of any and all of the Documents prepared pursuant to this Contract and Client shall have no rights in the Documents.

Attachment "A" Terms and Conditions

This Contract and the rights of the signers under this Contract shall be governed by the laws of the State of Florida, without reference to the choice of law principles thereof. The exclusive venue for all actions to enforce or interpret the provisions of this Contract will be courts of the State of Florida or of the United States having jurisdiction over Hillsborough County, Florida. All parties irrevocably waive any objection they may have to the laying of venue of any suit, action or proceeding arising out of or relating hereto brought in any such court, irrevocably waives any claim that any such suit, action or proceeding so brought has been brought in an inconvenient forum, and further waives the right to object that such court does not have jurisdiction over such party.

Your acceptance of this proposal shall constitute a Contract between the Client and GeoPoint Surveying, Inc.

Client agrees not to assign this Contract or any part hereof without the prior written consent of GeoPoint Surveying, Inc. which consent may be withheld by GeoPoint Surveying, Inc. for any reason it deems appropriate in its sole discretion. GeoPoint Surveying, Inc. may assign or transfer this Contract or any of its rights or obligations hereunder without the prior written consent of Client. This Contract shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

Each provision of this Contract will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Contract is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Contract.

GeoPoint Surveying, Inc., in furnishing the services under this Contract, is acting only as an independent contractor and shall have the exclusive control of the manner and means of performing the work contracted for hereunder. GeoPoint Surveying, Inc. does not undertake by this Contract or otherwise to perform any obligations of Client, whether regulatory or contractual, or to assume any responsibility for Client's business or operations. Nothing contained in this Contract shall be construed to create a joint venture or partnership between the parties.

The exhibits and other attachments to this Contract are hereby incorporated by reference and made part hereof. This Contract constitutes the entire understanding of the parties with respect to the subject matter hereof and there are no restrictions, warranties, covenants or undertakings other than those expressly set forth or referred to herein. This Contract may not be modified or amended except by an instrument in writing signed by the party against whom enforcement of any such modification or amendment is sought.

The waiver by either of the parties of breach or violation of any provision of this Contract shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provisions hereof.

**North River Ranch
Community Development District**

Consideration of Resolution Consideration
of Resolution 2020-03, Declaring Special
Assessments

RESOLUTION 2020-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE NORTH RIVER RANCH COMMUNITY DEVELOPMENT DISTRICT DECLARING SPECIAL ASSESSMENTS; INDICATING THE LOCATION, NATURE, TYPE AND ESTIMATED COST OF THOSE INFRASTRUCTURE IMPROVEMENTS WHOSE COST IS TO BE DEFRAID BY THE SPECIAL ASSESSMENTS; PROVIDING THE PORTION OF THE ESTIMATED COST OF THE IMPROVEMENTS TO BE DEFRAID BY THE SPECIAL ASSESSMENTS; PROVIDING THE MANNER IN WHICH SUCH SPECIAL ASSESSMENTS SHALL BE MADE; PROVIDING WHEN SUCH SPECIAL ASSESSMENTS SHALL BE MADE; DESIGNATING LANDS UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT; ADOPTING A PRELIMINARY ASSESSMENT ROLL; PROVIDING FOR PUBLICATION OF THIS RESOLUTION; RATIFYING AND CONFIRMING THE ENGINEER’S REPORT AND MASTER ASSESSMENT REPORT.

WHEREAS, the Board of Supervisors (the “Board”) of the North River Ranch Community Development District (the “District”) hereby determines to undertake, install, plan, establish, construct or reconstruct, enlarge or extend, equip, acquire, operate, and/or maintain the infrastructure improvements (the "Improvements"), as same are described in that certain North River Ranch Community Development District Report of District Engineer, dated February 2020, and approved by the District on February 12, 2020, (the “Engineer’s Report”), which Engineer’s Report is attached hereto as **Exhibit “A”** and incorporated herein by reference; and,

WHEREAS, it is in the best interest of the District to pay the costs of the Improvements by special assessments pursuant to Chapter 190, Florida Statutes, (the "Assessments"); and,

WHEREAS, the District is empowered by Chapter 190, the Uniform Community Development District Act, Chapter 170, Supplemental and Alternative Method of Making Local Municipal Improvements, and Chapter 197, the Uniform Method for the Levy, Collection and Enforcement of Non-Ad Valorem Assessments, Florida Statutes, to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain the Improvements and to impose, levy and collect the Assessments (as defined below); and,

WHEREAS, the District hereby determines that benefits will accrue to the lands upon which the Assessments shall be placed, (the “Series 2020 Bond Issuance Lands”), the legal description describing same being attached hereto as **Exhibit “C,”** and incorporated herein; and,

WHEREAS, the District hereby determines that benefits will accrue to the Series 2020 Bond Issuance Lands, the amount of those benefits has been determined, and that special assessments will be made in proportion to the benefits received, all as set forth in that certain Master Assessment Methodology North River Ranch Community Development District, dated March, 2020 [Prepared on March 3, 2020], and approved by the District on March 11, 2020, (the “Assessment Report”), the same of which is attached hereto as **Exhibit “B,”** and incorporated herein; and,

WHEREAS, the Engineer's Report, the Assessment Report and all matters described herein this Resolution 2020-03 are on file at 12051 Corporate Boulevard, Orlando, FL 32817 (the "District Records Office"), and same can also be reviewed at 8141 Lakewood Main Street, Bradenton, Florida, 34202, (the "Local District Records Office"); and,

WHEREAS, the District hereby determines that the Assessments to be levied will not exceed the benefits to the property improved.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE BOARD OF SUPERVISORS OF THE NORTH RIVER RANCH COMMUNITY DEVELOPMENT DISTRICT:

1. Assessments shall be levied to defray the cost of the Improvements.
2. The nature, type and general location of, and plans and specifications for, the Improvements, as well as the assessment plat denoting the lands upon which the Improvements shall be made and Assessments levied, including all costs of the Improvements associated therewith that shall be paid by Assessments, are described in **Exhibit "A,"** and are on file at the District Records Office and the Local District Records Office. **Exhibit "B"** is also on file and available for public inspection at the same locations, and it further describes the costs of the Improvements, amount of Assessments, manner in which the Assessments shall be paid, the timeframe for paying the Assessments, and all such additional information as required by Sections 170.03 through 170.07, Florida Statutes. Attached hereto as **Exhibit "C,"** and incorporated herein, is a further description of the Series 2020 Bond Issuance Lands upon which the Improvements shall be made and Assessments levied, which Series 2020 Bond Issuance Lands are further described as: "All lots and lands adjoining and contiguous or bounding and abutting the Improvements or specially benefitted thereby and further designated by the assessment plat, as hereinafter provided."
3. The total estimated cost of the Improvements is **\$151,983,954.63** (the "Estimated Cost").
4. The Assessments will defray approximately **\$190,010,000.00**, which amount includes the Estimated Cost, plus financing-related costs, capitalized interest, debt service reserve and contingency.
5. The manner in which the Assessments shall be apportioned and paid is set forth in **Exhibit "B"**, including provisions for additional and supplemental assessment resolutions.
6. The Assessments shall be levied, within the District, on all lots and lands adjoining and contiguous or bounding and abutting upon such Improvements or specially benefitted thereby and further designated by the assessment plat as hereinafter provided.
7. There is on file, at the District Records Office and the Local District Records Office, an assessment plat showing the area to be assessed, with certain plans and specifications describing the Improvements and the Estimated Cost of the Improvements, all of which shall be open to inspection by the public.
8. Commencing with the year in which the Assessments are confirmed, the Assessments shall be paid in not more than (30) thirty annual installments. The Assessments may be payable at the same time and in the same manner as are ad-valorem taxes and collected pursuant to chapter 197, Florida Statutes; provided, however, that in the event the uniform non ad-valorem assessment method of collecting the Assessments is not available to the District in any year, or if determined by the District to be in its best

interest, the Assessments may be collected as is otherwise permitted by law.

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

10. The Board shall adopt a subsequent resolution to fix a time and place at which the owners of property to be assessed or any other persons interested therein may appear before the Board and be heard as to the propriety and advisability of the Assessments or the making of the Improvements, the cost thereof, the manner of payment therefore, or the amount thereof to be assessed against each property as improved.

11. The District Manager is hereby directed to cause this Resolution to be published twice (once a week for two (2) weeks) in a newspaper of general circulation within Manatee County, Florida, and to provide such other notice as may be required by law or desired in the best interests of the District.

12. The Board does hereby ratify and confirm the Engineer's Report and Assessment Report, attached hereto as **Exhibit "A"** and **Exhibit "B,"** respectively.

13. This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 8th day of April, 2020.

ATTEST:

**BOARD OF SUPERVISORS OF THE
NORTH RIVER RANCH COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/ Asst. Secretary

Chairman/Vice-Chairman

Exhibit "A": North River Ranch Community Development District Report of District Engineer, dated February 20, and approved by the District on February 12, 2020

Exhibit "B": Master Assessment Methodology North River Ranch Community Development District, dated March, 2020 [Prepared on March 3, 2020], and approved by the District on March 11, 2020

Exhibit "C": Designated 2020 Series Bond Issuance Lands Legal Description

EXHIBIT "A"

North River Ranch Community Development District Report of District Engineer February 2020

Prepared for:

**North River Ranch
Community Development District
Manatee County, Florida**

Prepared by:

**Christopher Fisher, P.E.
Clearview Land Design, P.L.
Tampa, Florida**



February 2020

Board of Supervisors
North River Ranch Community Development District

**RE: North River Ranch Community Development District
Preliminary Report of District Engineer**

To Whom It May Concern:

Pursuant to the Board of Supervisor's authorization, Clearview Land Design, P.L. is pleased to submit this Engineer's Report for the proposed Capital Improvement Plan for the North River Ranch Community Development District. This report has been prepared on behalf of the District in connection with the financing for these proposed improvements. A detailed description of the improvements and their corresponding estimates of costs are outlined in the following report.

Thank you for this opportunity to be of professional service.

Sincerely,

CLEARVIEW LAND DESIGN, P.L.

Christopher Fisher, P.E.

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Exhibits

- A. Vicinity Map**
- B. North River Ranch Boundary Metes & Bounds Description and Map**
- C. Summary of Estimated Project Costs**
- D. Permit and Construction Approval Status**
- E. Clarification of Acquisition, Construction, Installation, Land Owner Funding & Reimbursement Agreement**

INTRODUCTION

The North River Ranch Community Development District (the "District") is a unit of special-purpose government organized and existing in accordance with Chapter 190, F.S., as amended, created by ordinances enacted by the Manatee County Board of County Commissioners (the "County"). The District, containing approximately 1,295.5 acres is located within Manatee County on the west and east sides of Fort Hamer Road, north of Moccasin Wallow Road and west of US 301. The County authorized the creation of the District pursuant to Manatee County Ordinance No. 18-08 on April 5, 2018.

The District is located within Sections 7, 8 9, 16, 17 & 18, Township 33 South, Range 19 East. Exhibit A is a Vicinity Map of the District. The District was formed to provide necessary, public infrastructure so that the lands within the District can be developed as a residential community. Access to the Development (as defined below) will be various entrances off Fort Hamer Road along with one entrance off US 301. As a part of this development, Manatee County will require the construction and dedication of an east/west roadway that will connect US 301 to the western property line. This road is being called "Road FF" at this time and will provide access to the district as well. The lands constituting the District are presently intended for development into a master planned community (the "Development"), known as North River Ranch. Exhibit B provides a Boundary Metes & Bounds Description and Map of the District. The majority of all public infrastructure is wholly contained within the limits of the District. Offsite improvements are required at the Moccasin Wallow Road and Fort Hamer Road intersection that will include signaling the intersection, a second eastbound left turn lane, and a southbound left-turn lane.

PURPOSE AND SCOPE

The District was established for the purpose of financing or acquiring, constructing, maintaining and operating a portion of the infrastructure necessary for community development within the District. The purpose of this report is to provide a description of the infrastructure improvements necessary for progression of the Development and an estimate of the costs. The District will finance, acquire and/or construct, operate, and maintain a portion of the infrastructure improvements that are needed to serve the Development and allocate the costs for the infrastructure improvements among the lands within the District. The landowners, Haval Farms, LLC, and North Manatee Investment, LLC will sell off parcels to a development entity that has not yet been established. This entity will serve as the primary developer of the Development (the "Developer"). The developer or its assignees/successors may construct infrastructure improvements for the development and these improvements will be acquired by the District with proceeds of bonds issued by the District. The Developer will construct the balance of the infrastructure improvements needed for the development that is not financed by the District.

The proposed infrastructure improvements, as outlined herein, are necessary for the functional development of the Development as required by the County.

This Engineer's Report reflects the District's present intentions based on the Developer's development plan. The implementation and completion of the Capital Improvement Plan (CIP) of the District outlined in this report requires final approval by the District's Board of Supervisors, including the award of contracts for the construction and/or acquisition of the improvements comprising the CIP. Cost estimates contained in this report have been prepared based on the best available information, including bid documents and pay requests where available. These estimates may not reflect final engineering design. Actual costs will vary based upon final plans, design, planning, approvals from regulatory authorities, inflation, etc. Nevertheless, all costs contained herein, may be reasonably expected to adequately fund the improvements described, and contingency costs as included are reasonable.

LAND USE

As stated, the lands within the District encompass approximately 1,295.5 acres. The District is planned to ultimately include a mixture of single-family, townhome, and villa residential units with an entitled overall lot count of 3,842 units and 82,000 square feet of Commercial Space. The table below illustrates the current land use plan in acreage. Such information is subject to change.

Proposed Land Use	Approximate Acres	Units
Rights of Way	137	-
Road FF	30	-
Fort Hamer Road	22	-
Lots	402	3842
Wetlands	160	-
Park Sites	17	-
School Site	30	-
Commercial Outparcels	43	-
Lakes	279	-
Open Space	176	-
Total	1295	3842

GOVERNMENTAL ACTIONS

On March 14, 2019, the County approved the project as Planned Development Mixed Use/North Central Overlay (“PDMU/NCO”) Manatee County Rezoning Petition PDMU-17-26 which allows for a maximum of 3,842 dwelling units.

It is our opinion that there are no technical reasons existing at this time which would prohibit the implementation of the plans for the CIP as presented herein and that permits normally obtained by site development engineers, not heretofore issued and which are necessary to effect the improvements described herein, will be obtained during the ordinary course of development. The permit status for the public improvements is summarized in Exhibit D included with this report.

CAPITAL IMPROVEMENT PLAN

The District’s CIP includes infrastructure improvements that will provide special benefit to all assessable land within the District. Said improvements include earthwork, offsite roadway improvements, stormwater management facilities including those associated with such roadway improvements, on-site water and wastewater facilities, Recreational Facilities/Parks, landscaping, hardscape, and sidewalk improvements all within public rights-of-way or on District owned lands and associated professional fees. The estimated total cost of the CIP is \$151,983,954.63. Refer to Exhibit C for a summary of the costs by infrastructure category for the CIP.

The current plan of development of the CIP is to be constructed in eighteen (18) phases/subphases (see table below), and ultimately it is expected that once completed it will support the construction of up to 3,842 residential dwelling units.

Construction Phasing (*)	Total No. of Units	Estimated Completion Date
Phase 3A	220	2021
Phase 3B	180	2022
Phase 4A	120	2021
Phase 4B	120	2021
Phase 5	240	2022
Phase 6	175	2024
Phase 7	150	2023
Phase 8A	150	2023
Phase 8B	175	2024
Phase 9	225	2026
Phase 10	200	2027
Phase 11	-	2025
Phase 12	175	2026

Phase 13	225	2028
Phase 14	150	2029
Phase 15	225	2030
Phase 16	150	2031
Phase 17	-	
Total Number of Units	2,880	

(*) Phasing, number of units, and timing of units is subject to change. The maximum number of approved units is 3,842.

ROADWAYS

Primary vehicular access to the District is to be provided with entrances off Fort Hamer Road and a secondary entrance off US 301 with the construction of “Road FF”. The main entrances to the District from Fort Hamer Road, will be a 2-lane roads with sidewalks and landscaping. Fort Hamer Road will be extended to the north when warranted. The other access entrance to the District off US 301 will be “Road FF” a 2-lane thoroughfare road running east/west through the project. Road FF will have on street parking, bikes lanes, sidewalks and streetlights. Internal roads will be undivided 2-lane residential streets with sidewalks and street lighting. The offsite access improvements on Moccasin Wallow Road will comply with the roadway design criteria of The Florida Department of Transportation (FDOT). The internal roadway design will comply with Manatee County transportation design criteria. The District will fund and construct the offsite improvements and the access improvements within the District or in the alternative acquire much completed improvements from the Developer. Manatee County will own, operate, and maintain the improvements on Moccasin Wallow Road as well as Fort Hamer Road and “Road FF.” The North River Ranch CDD may or may not construct the internal roadways. If the district does construct the roadways, they may be conveyed to Manatee County. Some of the roads within the development may be privately owned and maintained however, the district will not fund the construction of these roadways.

There is an existing Clarification of Acquisition, Construction, Installation, Land Owner Funding & Reimbursement Agreement between NP Land Partners, LLC and the Fieldstone Community Development District. Article 1.4 of the agreement identifies master infrastructure improvements in the amount of \$4,331,030.00 that benefit the lands with the North River Ranch CDD. The North River Ranch CDD will need to reimburse the Fieldstone CDD this amount once the bonds have been issued for the North River Ranch CDD. This agreement can be found under Exhibit E.

STORMWATER MANAGEMENT

The County and the Southwest Florida Water Management District (SWFWMD) regulate the design criterion for the stormwater management system within the District. The District is located within the Little Manatee River

Watershed. The pre-development site runoff and water management conditions have been developed by the County and SWFWMD. The existing, onsite, naturally occurring wetlands have been delineated by SWFWMD.

The stormwater management plan for the District focuses on utilizing newly constructed ponds in the uplands for stormwater treatment in conjunction with the naturally occurring wetlands.

The primary objectives of the stormwater management system for the District are:

1. To provide a stormwater conveyance and storage system, which includes stormwater quality treatment.
2. To adequately protect development within the District from regulatory-defined rainfall events.
3. To maintain wetland hydroperiods.
4. To ensure that adverse stormwater impacts do not occur upstream or downstream as a result of the Development.
5. To satisfactorily accommodate stormwater runoff from adjacent off-site areas that naturally drains through the District. Accommodating existing drainage conditions is a requirement of more than one regulatory agency and is an integral part of the infrastructure improvements constructed with development projects.

The stormwater collection and outfall systems will be a combination of site grading, earthwork, stabilization, curb inlets, pipe culverts, control structures and open waterways. Wetland hydroperiods (normal pool and season high water elevations) will be maintained through proper design and maintenance of the outfall control structures. The District will fund and construct the stormwater management system or in the alternative acquire the completed system from the Developer. Curb inlets and pipe culverts in the CDD rights-of-ways will be owned, operated and maintained by the CDD as they are necessary components of the stormwater management system. The District will not finance the cost of the earthwork and site grading except to the extent it is necessary to facilitate the stormwater management system.

WASTEWATER COLLECTION

The District is within Manatee County's Service Area which will provide wastewater treatment service. The District will fund the construction of the wastewater system or in the alternative acquire the completed system from the Developer. When completed, the County will own, operate and maintain the District's internal wastewater systems.

The District onsite wastewater system will consist of gravity collection lines with appurtenant manholes, and a pump station discharging to a force main that will connect to the existing County force main in the Fort Hamer Road right-of-way. Once capacity is reached within the existing 16" Force main on Moccasin Wallow Road, the district will have to design and construct a 20" parallel force main along Moccasin Wallow Road to the Wastewater

Treatment Facility. In lieu of installing the additional force main, Manatee County may allow the district to propose an alternative connection point and pay an upfront fee for the Line Capacity needed to serve the district.

WATER DISTRIBUTION SYSTEM

The District is within Manatee County’s Service Area which will provide potable water service. The District will fund the construction of the potable water system or in the alternative acquire the completed system from the Developer. When completed, the County will own, operate and maintain the District’s internal potable water systems.

The District’s onsite potable water system will consist of distribution lines of varying sizes with appurtenant valves and backflow prevention equipment connecting to the existing water transmission lines in the Fort Hamer Road right of way.

LANDSCAPING

Significant landscape features and associated irrigation systems are planned for the public rights of way and District owned lands relating to the CIP. These features may include District entry monumentation at the entrances of the District, installation of irrigation wells, irrigation systems, and the perimeter buffer areas. The District will fund, construct, operate and maintain entry monumentation, irrigation systems and landscaping in publicly accessible areas of the District. The District will fund, construct, and maintain perimeter berms. In the alternative, the Developer may construct these improvements and convey the same to the District.

RECREATIONAL FACILITIES

Recreational facilities may be funded and maintained by the District, which may include a clubhouse, pool area, tot lot(s), dog park, trails and other recreational features. The recreational components will generally be within District open space, parks and other public areas. The District may fund, construct and/or acquire, own and maintain these recreational facilities.

PROFESSIONAL SERVICES

Professional fees include civil engineering costs for master planning, site design, permitting, preparation of construction plans, inspection and survey costs for construction staking, preparation of record drawings and preparation of preliminary and final plats.

Professional fees also may include geotechnical costs for pre-design soil borings, underdrain analysis, soil stabilization, and construction testing, architectural costs for landscaping, fees associated with transportation planning and design, environmental consultation, irrigation system design and fees for permitting, as well as costs for legal and engineering services associated with the administration of the District's CIP.

OWNERSHIP AND MAINTENANCE

The ownership and maintenance responsibilities of the proposed infrastructure improvements for the development are set forth below.

<u>Proposed Infrastructure Improvements</u>	<u>Ownership</u>	<u>Maintenance</u>
Internal Roadway Improvements	Manatee County/CDD	Manatee County/CDD
Access Roadway Improvements on Moccasin Wallow Rd	Manatee County	Manatee County
“Road FF”	Manatee County	Manatee County
Stormwater Management System	CDD	CDD
Wastewater Collection System including the on-site Transmission System for Single Family Residences	Manatee County	Manatee County
Water Distribution System including the Transmission System	Manatee County	Manatee County
Landscaping and Irrigation Systems within public rights-of-way and district owned lands	CDD	CDD
Amenity Center	CDD	CDD

PROJECT COSTS

The CIP’s identifiable total costs associated with the infrastructure improvements are estimated to be \$151,983,954.63. The infrastructure improvements include: roadways, sewer, water, storm water management systems, recreational facilities and landscaping and irrigation as well as hardscape elements. It is understood that the funds available to the District to construct or acquire the improvements comprising the CIP, will be limited. Any such improvements not financed by the District will be constructed and conveyed to the District by the Developer for no consideration.

Exhibit C outlines the anticipated costs associated with the construction of the CIP for the District.

SUMMARY AND CONCLUSION

The infrastructure, as outlined above, is necessary for the functional progression of the Development within the District as required by the County. The planning and design of the infrastructure will be in accordance with current governmental regulatory requirements. The infrastructure will provide its intended function so long as the construction is in substantial compliance with the design and permits. The platting, design and permitting for the public infrastructure are ongoing at this time and there is no reason to believe such permits will not be obtained.

Items of construction in this report are based on preliminary plan quantities for the infrastructure construction as shown on the master plans, conceptual plans, construction drawings and specifications. It is my professional opinion that the estimated infrastructure costs provided herein for the District improvements comprising the CIP are reasonable to complete the construction of the infrastructure described herein and that these infrastructure improvements will provide a special benefit to the assembled land in the District, which special benefit will at least equal the costs of such improvements. All such infrastructure costs are public improvements or community facilities as set forth in Section 190.012(1) and (2) of the Florida Statutes.

The infrastructure total construction cost developed in this report is only an estimate and not a guaranteed maximum price. The estimated cost is based on unit prices currently being experienced for ongoing and similar items of work in the Tampa Bay area and quantities as represented on the master plans. The labor market, future costs of equipment and materials, and the actual construction processes frequently vary and cannot be accurately forecasted. Due to this inherent opportunity for fluctuation in cost, the total final cost may be more or less than this estimate.

The professional services for establishing the opinion of estimated construction cost are consistent with the degree and care and skill exercised by members of the same profession under similar circumstances.

Christopher Fisher, P.E

District Engineer

FL Registration No. 85555

EXHIBITS

Exhibit A Vicinity Map of District

Exhibit B Boundary Metes & Bounds Description of District

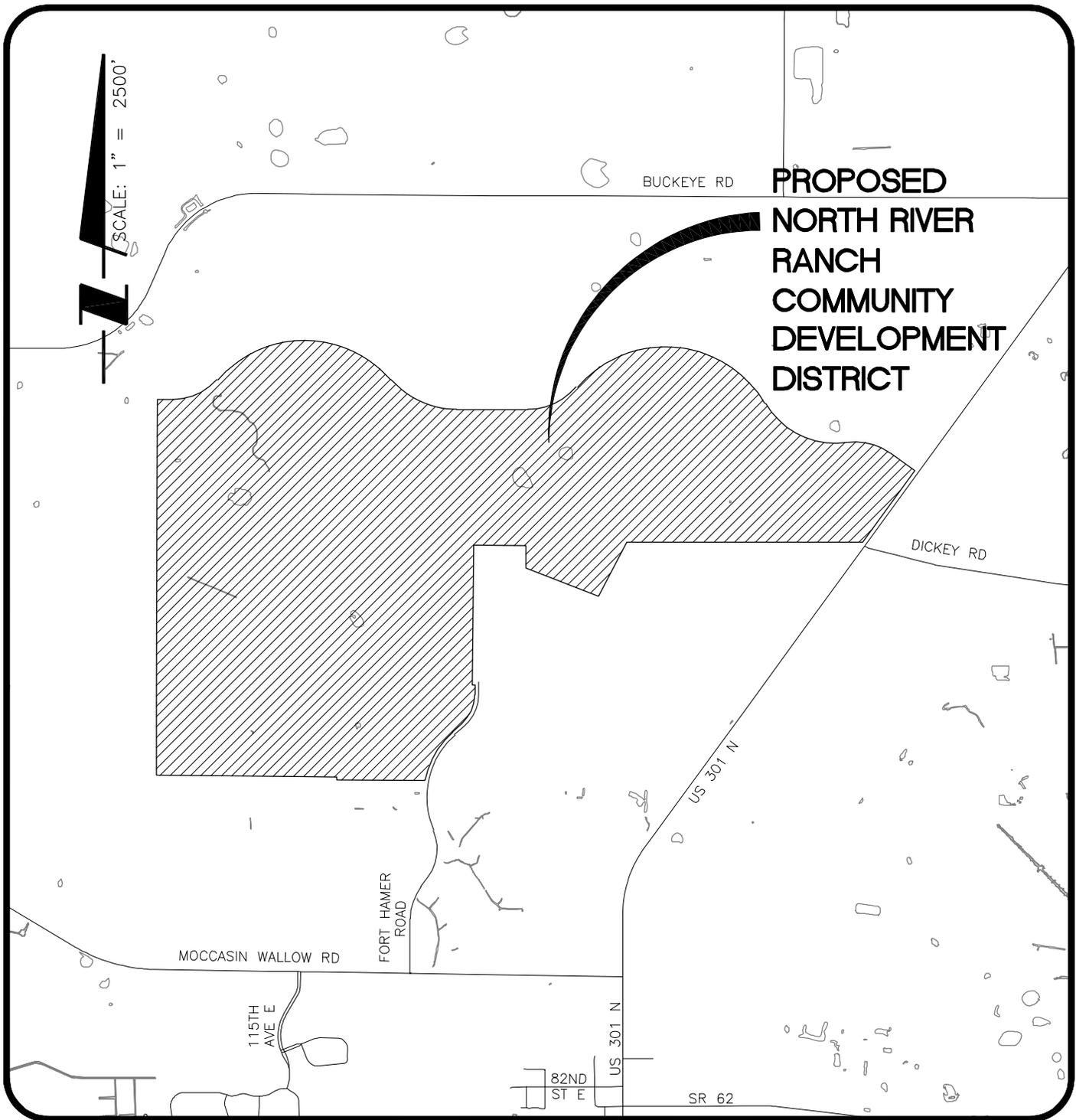
Exhibit C Summary of Estimated Project Costs

Exhibit D Permit and Construction Approval Status

EXHIBIT A

VICINITY MAP

NORTH RIVER RANCH COMMUNITY DEVELOPMENT DISTRICT
PROJECT LOCATION MAP



PROJECT: NORTH RIVER RANCH CDD

CLIENT: NEAL COMMUNITIES OF SOUTHWEST FLORIDA, LLC

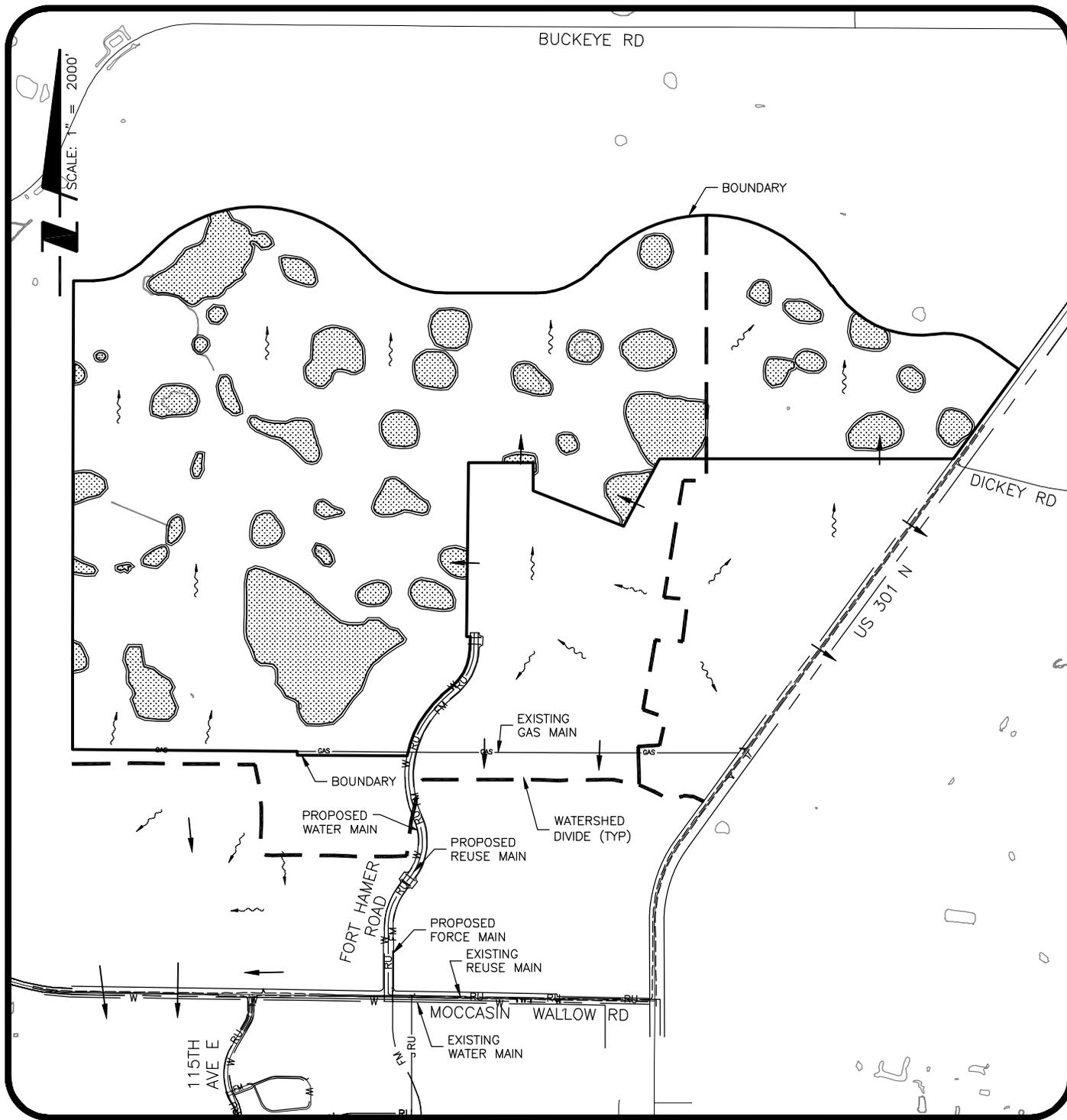


Stantec

6900 Professional Parkway East, Sarasota, FL 34240-8414
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SCALE: 1" = 2500'	DATE: 8/7/17
SEC: 17,18 TWP: 33 RGE: 19	REV NO:
PROJECT NO. 215613910	INDEX NO:
DRWN BY/EMP NO. TMG/95367	SHEET NO: 1 OF 1



NORTH RIVER RANCH COMMUNITY DEVELOPMENT DISTRICT EXISTING UTILITY AND OUTFALL MAP

PROJECT: NORTH RIVER RANCH CDD

CLIENT: NEAL COMMUNITIES OF SOUTHWEST FLORIDA, LLC

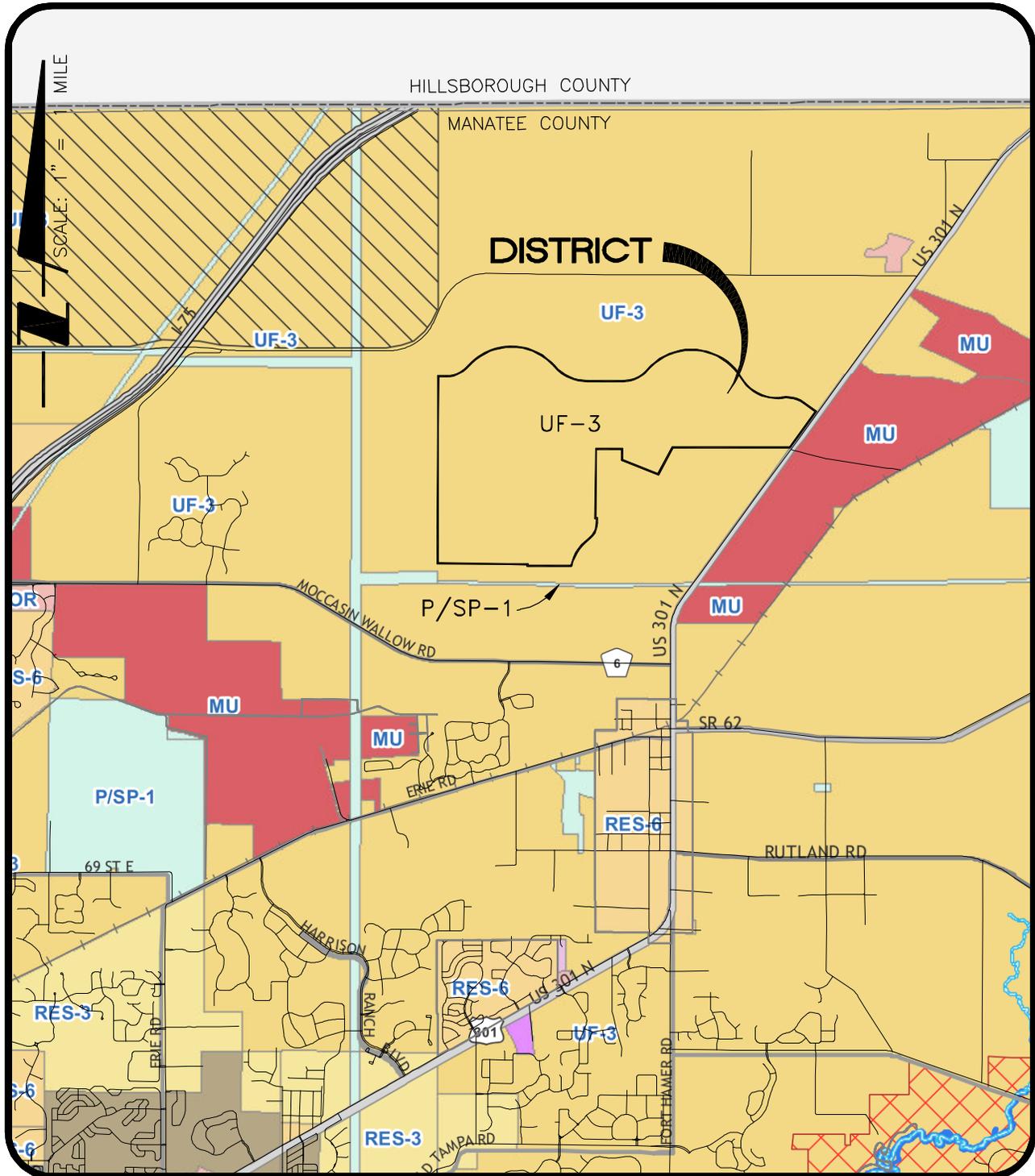


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SCALE: 1" = 2000'	DATE: 8/7/16
SEC: 17,18 TWP: 33 RGE: 19	REV NO:
PROJECT NO. 215613910	INDEX NO:
DRWN BY/EMP NO. TMG/95367	SHEET NO: 1 OF 1



NORTH RIVER RANCH COMMUNITY DEVELOPMENT DISTRICT
 MANATEE COUNTY LAND USE OVERLAY

PROJECT: NORTH RIVER RANCH CDD

CLIENT: NEAL COMMUNITIES OF SOUTHWEST FLORIDA, LLC



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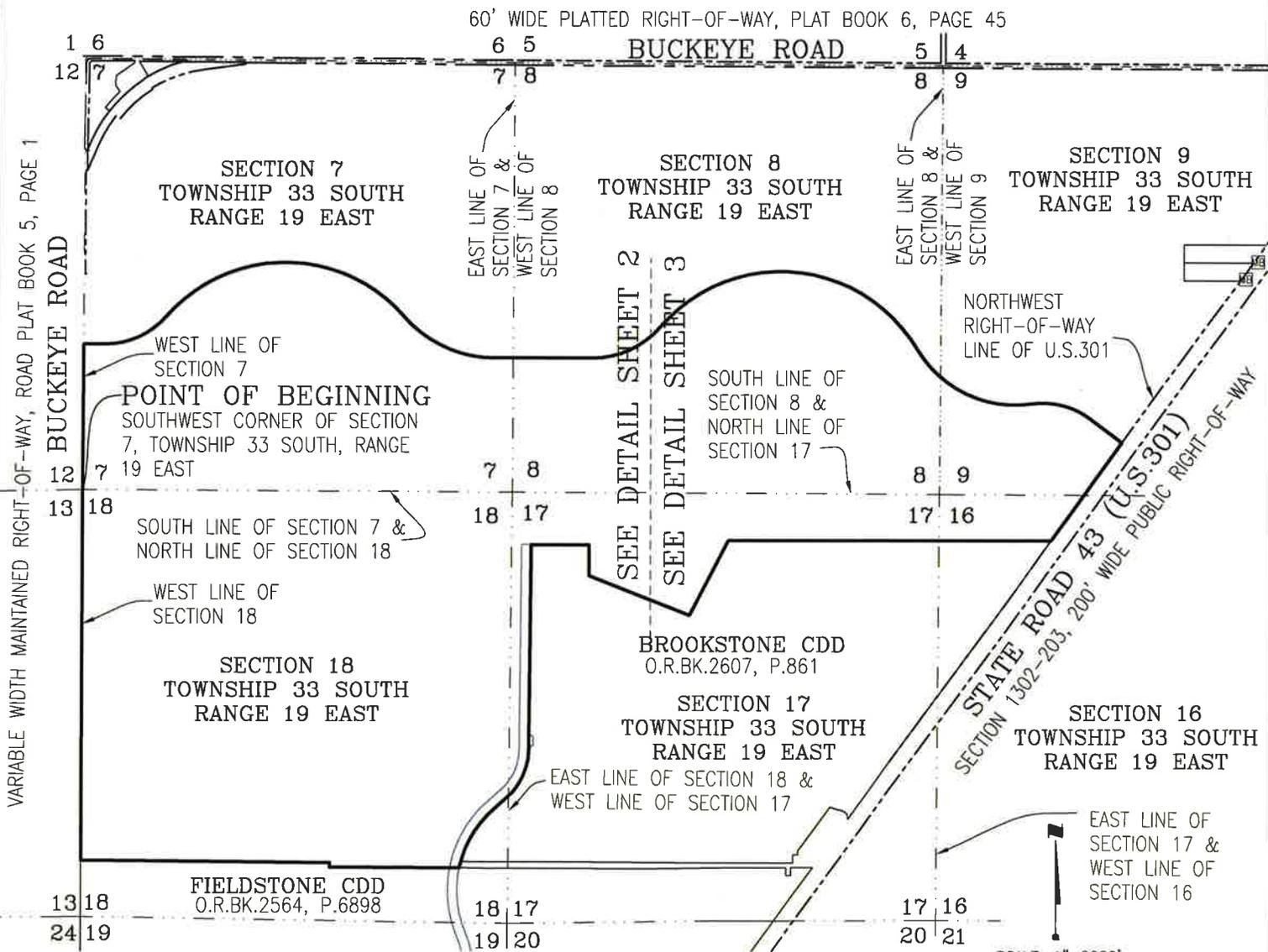
SCALE:	AS SHOWN	DATE:	8/7/17
SEC:	17,18	TWP:	33
		RGE:	19
PROJECT NO.	215613910		
DRWN BY/EMP NO.	TMG/95367		
INDEX NO:			
SHEET NO:	1 OF 1		

EXHIBIT B

NORTH RIVER RANCH
COMMUNITY DEVELOPMENT DISTRICT

BOUNDARY METES AND
BOUNDS DESCRIPTION SKETCH

NORTH RIVER RANCH COMMUNITY DEVELOPMENT DISTRICT
METES AND BOUNDS DESCRIPTION



O.R.BK. = OFFICIAL RECORDS BOOK
P. = PAGE

- NOTES:
- UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA SURVEYOR AND MAPPER, THIS SKETCH, DRAWING, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY.
 - BEARINGS SHOWN HEREON ARE RELATIVE TO THE WEST LINE OF THE SECTION 18, BEING N.00°08'15"E.
 - THIS IS A SKETCH ONLY AND DOES NOT REPRESENT A FIELD SURVEY.

CERTIFICATE OF SURVEYOR:
I, the undersigned Professional Surveyor & Mapper, hereby certify that the sketch map and metes and bounds description as set forth in Exhibit "NORTH RIVER RANCH COMMUNITY DEVELOPMENT DISTRICT (Community Development District) are true and correct, were made under my direction and meets the Standards of Practice set forth by the Florida Board of Surveying and Mapping, pursuant to Section 472.027, Florida Statutes, and Chapter 5J-17, Florida Administrative Code as of the following date.
Date of Certification: August 20, 2017.

Robert R. Cunningham
Robert R. Cunningham, PSM#3924
8/20/2017
date

SEE SHEETS 2 & 3 FOR SKETCH DETAIL
SEE SHEET 4 FOR TABLES & DESCRIPTION

FOR: HAVAL FARMS, LLC

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SKETCH & DESCRIPTION OF NORTH RIVER RANCH COMMUNITY DEVELOPMENT DISTRICT
A 1,295.5060 ACRE TRACT LOCATED IN SECTIONS 7, 8, 9, 16, 17 & 18, TOWNSHIP 33 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA

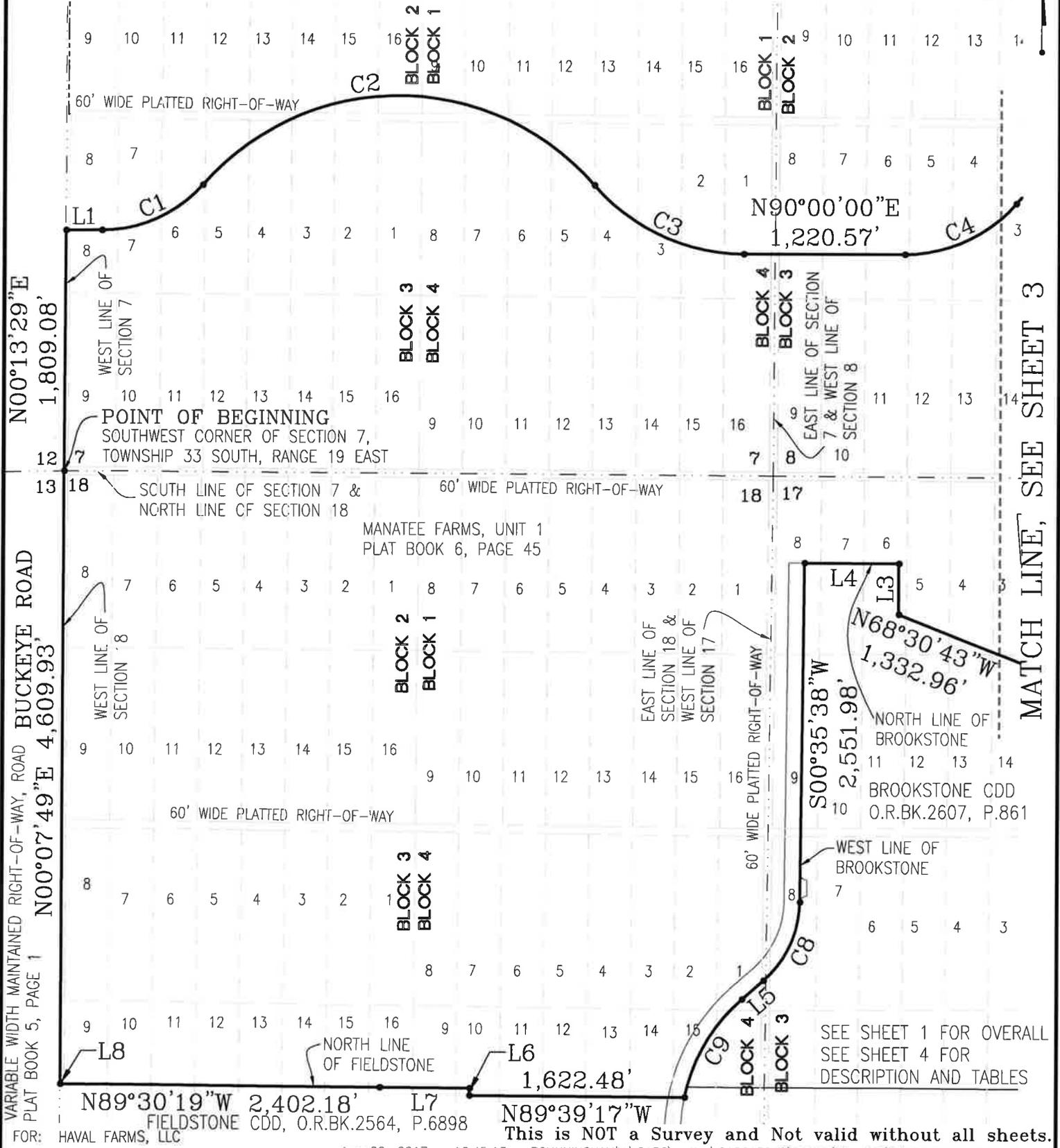
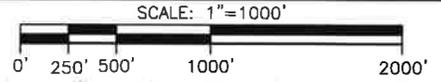


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NORTH RIVER RANCH COMMUNITY DEVELOPMENT DISTRICT
METES AND BOUNDS DESCRIPTION



MATCH LINE, SEE SHEET 3

SEE SHEET 1 FOR OVERALL
SEE SHEET 4 FOR
DESCRIPTION AND TABLES

FOR: HAVAL FARMS, LLC
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SKETCH & DESCRIPTION OF NORTH RIVER RANCH COMMUNITY DEVELOPMENT DISTRICT
A 1,295.5060 ACRE TRACT LOCATED IN SECTIONS 7,
8, 9, 16, 17 & 18, TOWNSHIP 33 SOUTH,
RANGE 19 EAST, MANATEE COUNTY, FLORIDA

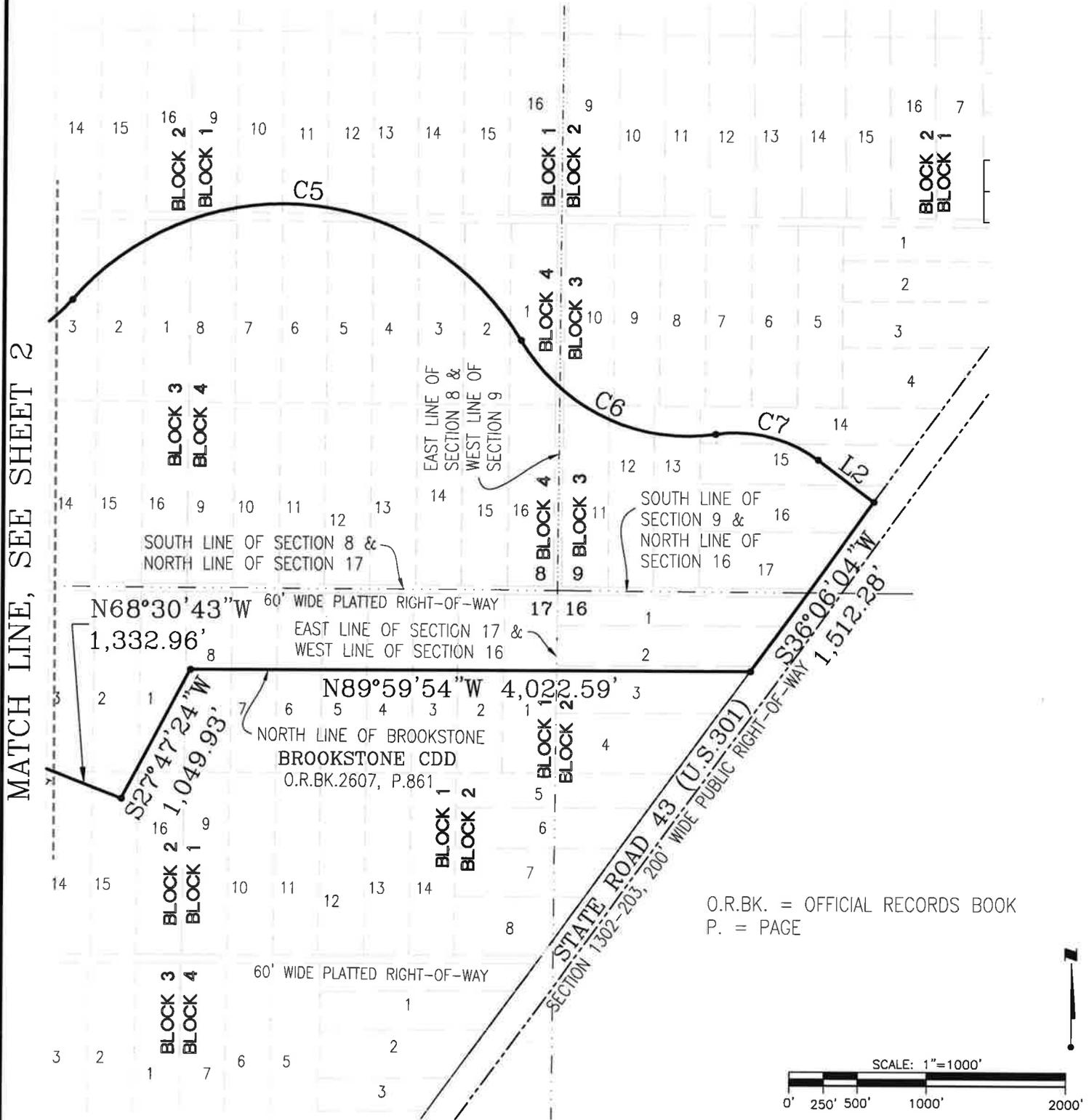


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NORTH RIVER RANCH COMMUNITY DEVELOPMENT DISTRICT
METES AND BOUNDS DESCRIPTION



SEE SHEET 1 FOR OVERALL
SEE SHEET 4 FOR DESCRIPTION & TABLES
FOR: HAVAL FARMS, LLC

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SKETCH & DESCRIPTION OF NORTH RIVER RANCH COMMUNITY DEVELOPMENT DISTRICT
A 1,295.5060 ACRE TRACT LOCATED IN SECTIONS 7,
8, 9, 16, 17 & 18, TOWNSHIP 33 SOUTH,
RANGE 19 EAST, MANATEE COUNTY, FLORIDA



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NORTH RIVER RANCH COMMUNITY DEVELOPMENT DISTRICT METES AND BOUNDS DESCRIPTION

DESCRIPTION (as prepared by the certifying Surveyor and Mapper):

A tract of land being portions of Blocks 1, 2, 3 and 4, Section 7, Township 33 South, Range 19 East, Blocks 1, 2, 3 and 4, Section 8, Township 33 South, Range 19 East, Block 3, Section 9, Township 33 South, Range 19 East, Block 2, Section 16, Township 33 South, Range 19 East, Blocks 1, 2, 3 and 4, Section 17, Township 33 South, Range 19 East, and Blocks 1, 2, 3 and 4, Section 18, Township 33 South, Range 19 East, all in Manatee River Farms, Unit 1 as recorded in Plat Book 6, Page 45, Public Records of Manatee County, Florida, and described as follows:

BEGIN at the southwest corner of said Section 7; thence N.00°13'29"E. along the west line of said Section 7, a distance of 1,809.08 feet; thence N.90°00'00"E., a distance of 272.18 feet to the point of curvature of a curve to the left having a radius of 1,000.00 feet and a central angle of 48°54'32"; thence northeasterly along the arc of said curve, a distance of 853.62 feet to the point of reverse curvature of a curve to the right having a radius of 1,962.46 feet and a central angle of 97°43'17"; thence easterly along the arc of said curve, a distance of 3,347.09 feet to the point of reverse curvature of a curve to the left having a radius of 1,500.00 feet and a central angle of 48°48'45"; thence southeasterly along the arc of said curve, a distance of 1,277.91 feet to the point of tangency of said curve; thence N.90°00'00"E., a distance of 1,220.57 feet to the point of curvature of a curve to the left having a radius of 1,100.00 feet and a central angle of 49°18'03"; thence northeasterly along the arc of said curve, a distance of 946.51 feet to the point of reverse curvature of a curve to the right having a radius of 1,990.00 feet and a central angle of 108°30'13"; thence easterly along the arc of said curve, a distance of 3,768.56 feet to the point of reverse curvature of a curve to the left having a radius of 1,400.00 feet and a central angle of 67°34'16"; thence southeasterly along the arc of said curve, a distance of 1,651.07 feet to the point of reverse curvature of a curve to the right having a radius of 1,000.00 feet and a central angle of 44°28'10"; thence easterly along the arc of said curve, a distance of 776.14 feet to the point of tangency of said curve; thence S.53°53'56"E., a distance of 509.73 feet to a point on the northwest right-of-way line of State Road 43 (U.S.301 Section 1302-203, 200.00' wide public right-of-way); thence S.36°06'04"W. along said northwest right-of-way line, a distance of 1,512.28 feet to a point on the north line of Brookstone Community Development District as recorded in Official Records Book 2607, Page 861 of said Public Records; the following nine (9) calls are along said north line: (1) thence N.89°59'54"W., a distance of 4,022.59 feet; (2) thence S.27°47'24"W., a distance of 1,049.93 feet; (3) thence N.68°30'43"W., a distance of 1,332.96 feet; (4) thence N.00°11'16"E., a distance of 383.27 feet; (5) thence N.89°43'15"W., a distance of 719.63 feet; (6) thence S.00°35'38"W., a distance of 2,551.98 feet to the point of curvature of a curve to the right having a radius of 795.00 feet and a central angle of 48°08'26"; (7) thence southwesterly along the arc of said curve, a distance of 667.97 feet to the point of tangency of said curve; (8) thence S.48°44'04"W., a distance of 213.94 feet to the point of curvature of a curve to the left having a radius of 1,355.00 feet and a central angle of 36°48'01"; (9) thence southwesterly along the arc of said curve, a distance of 870.29 feet to the a point on the north line of Fieldstone Community Development District as recorded in Official Records Book 2564, Page 6898 of said Public Records; the following five (5) calls are along said north line: (1) thence N.89°39'17"W., a distance of 1,622.48 feet; (2) thence N.00°51'43"E., a distance of 54.26 feet; (3) thence N.89°32'06"W., a distance of 674.93 feet; (4) thence N.89°30'19"W., a distance of 2,402.18 feet; (5) thence S.89°39'04"W., a distance of 3.35 feet to the west line of said Section 18; thence N.00°07'49"E., along said west line, a distance of 4,609.93 feet to the POINT OF BEGINNING.

Said tract contains 56,432,242 square feet or 1,295.5060 acres, more or less.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N90°00'00"E	272.18'
L2	S53°53'56"E	509.73'
L3	N00°11'16"E	383.27'
L4	N89°43'15"W	719.63'
L5	S48°44'04"W	213.94'
L6	N00°51'43"E	54.26'
L7	N89°32'06"W	674.93'
L8	S89°39'04"W	3.35'

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C1	1,000.00'	48°54'32"	853.62'	827.94'	N65°32'44"E
C2	1,962.46'	97°43'17"	3,347.09'	2,955.90'	N89°57'07"E
C3	1,500.00'	48°48'45"	1,277.91'	1,239.61'	S65°35'37"E
C4	1,100.00'	49°18'03"	946.51'	917.58'	N65°20'58"E
C5	1,990.00'	108°30'13"	3,768.56'	3,230.14'	S85°02'56"E
C6	1,400.00'	67°34'16"	1,651.07'	1,557.04'	S64°34'58"E
C7	1,000.00'	44°28'10"	776.14'	756.80'	S76°08'01"E
C8	795.00'	48°08'26"	667.97'	648.49'	S24°39'51"W
C9	1,355.00'	36°48'01"	870.29'	855.41'	S30°20'04"W

SEE SHEET 1 FOR OVERALL
SEE SHEETS 2 & 3 FOR DETAIL SKETCH
FOR: HAVAL FARMS, LLC

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SKETCH & DESCRIPTION OF NORTH RIVER RANCH COMMUNITY DEVELOPMENT DISTRICT
A 1,295.5060 ACRE TRACT LOCATED IN SECTIONS 7,
8, 9, 16, 17 & 18, TOWNSHIP 33 SOUTH,
RANGE 19 EAST, MANATEE COUNTY, FLORIDA



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EXHIBIT C
SUMMARY OF
ESTIMATED PROJECT COST

Summary of Costs

North River Ranch

Community Development District

North River Ranch CDD						
ESTIMATED CAPITAL IMPROVEMENT PLAN (CIP) COSTS						
DISTRICT ELIGIBLE IMPROVEMENTS						
	Fieldstone Cost Share Agreement	Fort Hamer/Moccasin Wallow Roadway Improvements	Road FF	Fort Hamer Extension	North River Ranch	TOTAL
	(2020)	(2022-2025)	(2022-2024)	(2022-2027)	(2020-2031)	
STORMWATER, DRAINAGE & EARTHWORK (EXCLUDING LOTS)	-	-	\$3,325,000.00	\$1,187,500.00	\$26,250,000.00	\$30,762,500.00
ROADWAYS & PAVING	-	\$1,350,000.00	\$6,650,000.00	\$2,375,000.00	\$17,250,000.00	\$26,275,000.00
WATER, WASTEWATER & RECLAIMED WATER	-	-	\$1,795,500.00	\$641,250.00	\$24,000,000.00	\$26,436,750.00
LANDSCAPE & HARDSCAPE	-	-	\$3,332,500.00	\$1,187,500.00	\$24,000,000.00	\$28,520,000.00
POWER & STREET LIGHTS	-	-	\$750,000.00	\$500,000.00	\$5,400,000.00	\$6,650,000.00
SUBTOTAL	\$4,331,030.00	\$1,350,000.00	\$15,853,000.00	\$5,891,250.00	\$96,900,000.00	\$124,325,280.00
PROFESSIONAL SERVICES (7%):	\$0.00	\$94,500.00	\$1,109,710.00	\$412,387.50	\$6,783,000.00	\$8,399,597.50
CONTINGENCY (15%):	\$0.00	\$216,675.00	\$2,544,406.50	\$945,545.63	\$15,552,450.00	\$19,259,077.13
TOTAL:	\$4,331,030.00	\$1,661,175.00	\$19,507,116.50	\$7,249,183.13	\$119,235,450.00	\$151,983,954.63

EXHIBIT D

PERMIT AND CONSTRUCTION APPROVAL STATUS

EXHIBIT “D”

North River Ranch Community Development District

Project Name	Permit ID	Permit Number	Approval Date	Expiration Date	Remarks
Haval Farms	PDMU/NCO	PDMU-17-26	03-14-19	-	Zoning Approval from Manatee County
Haval Farms	ERP	780141/42044237.000	08-19-19	08-19-24	JD Wetland Survey

Exhibit “E”

Clarification of Acquisition, Construction, Installation, Land
Owner Funding & Reimbursement

**CLARIFICATION OF ACQUISITION, CONSTRUCTION, INSTALLATION,
LAND OWNER FUNDING & REIMBURSEMENT AGREEMENT**

THIS CLARIFICATION OF ACQUISITION, CONSTRUCTION, INSTALLATION, LAND OWNER FUNDING & REIMBURSEMENT AGREEMENT (the "Clarification Agreement") is made and entered into this __ day of _____, 2019, by and between **NP LAND PARTNERS, LLC**, a Florida limited liability company (the "Land Owner") and the **FIELDSTONE COMMUNITY DEVELOPMENT DISTRICT**, an independent local unit of special purpose government established pursuant to Chapter 190, Florida Statutes (the "District").

ARTICLE 1: RECITALS

1.1 Land Owner and the District are parties to that certain Acquisition, Construction, Installation, Land Owner Funding & Reimbursement Agreement, dated November 8, 2017 (the "Acquisition Agreement").

1.2 At the time of execution and delivery of the Acquisition Agreement, the scope of infrastructure, improvements, components and facilities to be developed by the District were described by the District Engineer in the "Fieldstone Community Development District's Supplemental Engineer's Report of November 9, 2017, by Stantec" (referred to in the Acquisition Agreement as the "Supplemental Engineer's Report").

1.3 The Acquisition Agreement allows for the Supplemental Engineer's Report to be amended, modified and further supplemented from time to time, and the District Engineer has issued a further Supplemental Engineer's Report, dated March 25, 2019 (the "2019 Engineer's Report").

1.4 The 2019 Engineer's Report identifies master infrastructure improvements (the "NRR Improvements") in the amount of Four Million Three Hundred Thirty One Thousand Thirty and 00/100 Dollars (\$4,331,030.00) that benefit lands located within the North River Ranch Community Development District, an independent unit of special purpose government created in accordance with Chapter 190, Florida Statutes, as amended (the "NRR CDD"), which lands are owned in fee simple by Haval Farms, LLC, a Florida limited liability company (the "Benefitted Land Owner").

1.5 The NRR CDD has not issued bonds or provided for assessments and is not yet in a position to fund its share of the master infrastructure allocated to it in the 2019 Engineer' Report.

1.6 The Benefitted Land Owner is an affiliate of the Land Owner and is willing to fund the .

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for the sum of \$10.00 and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

ARTICLE 2: INCORPORATION OF RECITALS, EXHIBITS, ETC.

The parties agree that the recitals are true and correct, and are hereby incorporated herein. The parties also agree that any referenced exhibits, schedules, documents, or instruments are hereby incorporated herein.

ARTICLE 3: REIMBURSEMENT

3.1 No Reimbursement. Unless the cost of the NRR Improvements are paid by the NRR CDD, or otherwise, the District shall not reimburse Land Owner for the cost of the NRR Improvement pursuant to the Acquisition Agreement.

3.2 No Impairment. Nothing contained herein shall impair or otherwise effect Land Owner's rights and ability to seek reimbursement of the cost of the NRR Improvements from any other responsible party, including, without implied limitation, the NRR CDD or the Benefitted Land Owner.

ARTICLE 4: MISCELLANEOUS

4.1 Conflict. In the event of any conflict between the terms and provisions of the Acquisition Agreement and this Clarification Agreement, the terms and provisions of the Clarification Agreement shall control.

4.2 Ratification. The parties hereby ratify and confirm that the Acquisition Agreement, as supplemented by this Clarification Agreement remains in full force and effect.

In Witness Whereof, the parties have executed this Clarification Agreement as of the day first written above,

FIELDSTONE COMMUNITY

Attest:

Printed Name
Its: Secretary/Ass. Secretary

DEVELOPMENT DISTRICT, a local unit
of special purpose government

By: _____

Printed Name
Its: Chairman

**NP LAND PARTNERS,
LLC**, a Florida limited liability company

Name: _____

Name: _____

By: _____
Name: James R. Schier
Title: Manager

JOINDER OF LANDOWNER

Parrish Holdings, LLC, and North Haval Farms, LLC, both Florida limited liability companies, hereby consent to and join in this Clarification Agreement for the purpose of subjecting their respective lands to the terms of this Clarification Agreement, and agree to further consent to any and all necessary permits or other land use authorizations required by the Land Owner, the Benefitted Land Owner and/or District to complete the Improvements described herein this Clarification Agreement.

Parrish Holdings, LLC

Haval Farms, LLC

By: _____

John A. Neal, its sole Manager

By: _____

John A. Neal, its Authorized Manager



EXHIBIT "B"

MASTER ASSESSMENT METHODOLOGY

NORTH RIVER RANCH COMMUNITY DEVELOPMENT DISTRICT

March 2020

Prepared for:

Members of the Board of Supervisors,
North River Ranch Community Development District

Prepared on March 3, 2020

PFM Financial Advisors LLC
12051 Corporate Boulevard
Orlando, FL 32817



MASTER ASSESSMENT METHODOLOGY NORTH RIVER RANCH COMMUNITY DEVELOPMENT DISTRICT

March 3, 2020

1.0 Introduction

1.1 Purpose

This “Master Assessment Methodology,” dated March 3, 2020 (“Methodology”) provides a system for the allocation of non-ad valorem special assessments securing the repayment of bond debt planned to be issued by the North River Ranch Community Development District (“District”) to fund beneficial public infrastructure improvements and facilities. The Methodology described herein has two goals: (1) quantifying the special benefits received by properties within the District as a result of the construction of the District’s improvements and facilities, and (2) equitably allocating the costs incurred by the District to provide these benefits to properties in the District.

The District plans to implement a capital improvement program (“CIP”) that will allow for the development of property within the District. The District plans to fund the majority of its CIP through bond debt financing. This bond debt will be repaid from the proceeds of non-ad valorem special assessments levied by the District. These special assessments will serve as liens against properties within the boundary of the District that receive a special benefit from the CIP. This Methodology is designed to conform to the requirements of Chapters 170, 190, and 197 of the Florida Statutes with respect to special assessments and is consistent with our understanding of the case law on this subject.

1.2 Background

The District was created on April 5, 2018. The District encompasses approximately 1,295.5 acres in Manatee County. The North River Ranch Community Development District Report of District Engineer, dated February 2020 (“Engineer’s Report”)¹ as provided by Clearview Land Design P.L. (“District Engineer”) provides a description of the area and a location map.

This master assessment report provides a methodology to allocate the debt over the approximately 1,295.5 acres in the District that will receive a special benefit from the installation of the proposed District’s portion of the capital improvement plan (“CIP”). It is the District’s debt-funded capital infrastructure improvements that will allow the development of the lands within the District. By making development of the lands within the District possible, the District creates benefits to the lands within the District.

¹ Clearview Land Design, P.L., (February 2020), “North River Ranch Community Development District”



The methodology described herein allocates the District's debt to the District's lands based upon the benefits received from the infrastructure program. This report is designed to conform to the requirements of Chapter 170, F.S. with respect to special assessments and is consistent with our understanding of the case law on this subject.²

1.3 Projected Land Use Plan for the District

Table 1 summarizes the land use development plan. As detailed in the Engineer's Report, the maximum number of units permitted per the current development plan is 3,842 units. As further detailed, the current plan envisions the development of 2,880 residential units that will be developed by a yet to be established development entity ("Developer").

Table 1. Development Plan for North River Ranch

<u>Construction Phasing*</u>	<u>Units</u>	<u>Estimated Completion Date</u>
Phase 3A	220	2021
Phase 3B	180	2022
Phase 4A	120	2021
Phase 4B	120	2021
Phase 5	240	2022
Phase 6	175	2024
Phase 7	150	2023
Phase 8A	150	2023
Phase 8B	175	2024
Phase 9	225	2026
Phase 10	200	2027
Phase 11	0	2025
Phase 12	175	2026
Phase 13	225	2028
Phase 14	150	2029
Phase 15	225	2030
Phase 16	150	2031
Phase 17	0	
Total	2,880	

Source: Clearview Land Design, P.L.

*Phasing, number of units and timing of units is subject to change, the max number of units approved is 3,842.

² See for City of Winter Springs v. State, 776 So.2d 255 (Fla 2003) and City of Boca Raton, v. State, 595 So.2d 25 (Fla 1992)



At the outset, the CIP is based on the land uses the Developer plans for the lands within the District as shown in Table 1. Table 2, as provided by the Developer, details an initial mix of residential product planned for the District. However, until either: (a) parcels of land along with their development entitlements are sold by the landowner to the new landowner and entitlements conveyed or (b) plats are filed, the precise land uses are unknown.

Table 2. Residential Development Mix North River Ranch

<u>Product*</u>	<u>Units</u>	<u>Mix</u>
AAC SFD 40'	250	8.7%
AAC SFD 50'	225	7.8%
AAC SFD 60'	180	6.3%
AT 35' Villas	120	4.2%
AT SFD 45'	137	4.8%
AT SFD 57'	149	5.2%
TH 20'	154	5.3%
TH 30'	120	4.2%
SFD 36'	240	8.3%
SFD 40'	290	10.1%
SFD 45'	315	10.9%
SFD 50'	325	11.3%
SFD 55'	225	7.8%
SFD 60'	150	5.2%
Total	2,880	100.0%

Source: Developer

* AAC – refers to Active Adult age restricted product, AT – refers to Age Targeted product and SFD – Single Family product

Therefore, the District initially will impose assessments (“Assessments”) on a per gross acre basis on the unsold and unplatted properties within the District based on the land use plan outlined in Table 1 (or in any updates issued from time to time), and on any sold or platted property in accordance with its actual land use or contractual entitlement as transferred to the new landowner from the landowner.

There is one important proviso. The debt per acre on the properties that remain unplatted in the District is not allowed to increase above its Ceiling Amount. The Ceiling Amount is set whenever the District issues debt. It is calculated by dividing the unplatted acres of the properties in the District into the debt allocated to the unplatted properties. In addition, this requirement will be tested at four intervals based upon the percentage of total acres that are developed. The intervals are at 25%, 50%, 75% and 100% of the gross acres.

1.4 CIP - Infrastructure Installation

The District will construct its public infrastructure and improvements as outlined in the Engineer’s Report, as prepared by the District Engineer. The District infrastructure and improvements for the District’s entire CIP are presented in Table 3.



Table 3. Summary of CIP Cost Estimates

	<u>Fieldstone</u> <u>Cost</u> <u>Share</u> <u>Agreement</u> <u>(2020)</u>	<u>Fort Hamer/Moccasin</u> <u>Wallow Roadway</u> <u>Improvements</u> <u>(2022-2025)</u>	<u>Road FF</u> <u>(2022-2024)</u>	<u>Fort Hamer</u> <u>Extension</u> <u>(2022-2027)</u>	<u>North River</u> <u>Ranch</u> <u>(2020-2031)</u>	<u>Total</u>
Stormwater, Drainage & Earthwork	-	-	\$3,325,000	\$1,187,500	\$26,250,000	\$30,762,500
Roadways & Paving	-	\$1,350,000	\$6,650,000	\$2,375,000	\$17,250,000	\$26,275,000
Water, Wastewater & Reclaimed Water	-	-	\$1,795,500	\$641,250	\$24,000,000	\$26,436,750
Landscape & Hardscape	-	-	\$3,332,500	\$1,187,500	\$24,000,000	\$28,520,000
Power & Street Lights	-	-	\$750,000	\$500,000	\$5,400,000	\$6,650,000
Subtotal	\$4,331,030	\$1,350,000	\$15,853,000	\$5,891,250	\$96,900,000	\$124,325,280
Professional Services (7%)	\$0	\$94,500	\$1,109,710	\$412,388	\$6,783,000	\$8,399,598
Contingency (15%)	\$0	\$216,675	\$2,544,407	\$945,546	\$15,552,450	\$19,259,077
TOTAL:	\$4,331,030	\$1,661,175	\$19,507,117	\$7,249,183	\$119,235,450	\$151,983,955

Source: Clearview Land Design, P.L.

(1) Any costs outlined in the Engineer's Report not funded with bond proceeds will be funded via Developer's Agreement with the District.

1.5 Requirements of a Valid Assessment Methodology

In PFM Financial Advisors LLC, the Assessment Consultant's ("PFM FA" and/or "AC") experience, there are two primary requirements for special assessments to be valid under Florida law. First, the properties assessed must receive a special benefit from the improvements paid for via the assessments. Second, the assessments must be fairly and reasonably allocated to the properties being assessed. If these two characteristics of valid special assessments are adhered to, Florida law provides some latitude to legislative bodies, such as the District's Board of Supervisors, in approving special assessments. Indeed, Florida courts have found that the mathematical perfection of calculating special benefit is impossible, and, accordingly, a special assessment is valid as long as there is a logical relationship between the services provided and the benefit to real property. A court must give deference to the District's determinations regarding the levy of special assessments, and such special assessments are only invalid if the District's determinations are found to be arbitrary.

1.6 Special Benefits and General Benefits

Improvements undertaken by the District create both special benefits and general benefits to property owners located within and surrounding the District. However, in our opinion, the general benefits to the public at large are incidental in nature and are readily distinguishable from the special benefits which accrue to property located within the District. It is the District's CIP that enables properties within the District's boundaries to be developed. Without the District's CIP there would be no infrastructure to support development of land within the District. Without these improvements, development of property in the District would not be permitted.



The new infrastructure improvements included in the CIP create both: (1) special benefits to the developable property within the District and (2) general benefits to properties outside the District. However, as discussed below, these general benefits are incidental in nature and are readily distinguishable from the special benefits which accrue to the developable property within the District. The CIP described in the District Engineer's Report enables the developable property within the District to be developed. Without the CIP, there would be no infrastructure to support development of the developable property within the District.

1.7 Demonstration of Benefit

As shown in Table 3, the estimated cost of the CIP is \$151,983,955. The District plans to issue bonds to fund a portion of these costs, with total bond principal estimated at \$190,010,000 (Table 5). There are an estimated 1,295.5 acres within the District. Therefore, the average cost of the District's CIP, per assessable acre, is \$146,669 on an as-financed basis. As discussed in more detail below, at the time all of the properties are developed according to the land plan in Table 1, the developed properties will have absorbed all of the debt that was initially allocated on a gross acre basis.

Therefore, the proper analysis of the special benefit to the properties in the District planned for development is to compare the current value of the property to be developed to the expected future value of the property after the total CIP is installed. As demonstrated below, the installation of the infrastructure will generate benefits well in excess of its \$146,669 per acre cost by boosting the market value of the now undeveloped property well above the current land value (as described below) plus the cost of the infrastructure.

Table 4 demonstrates the expected special benefit to the properties from the installation of the CIP. The development plan shown in Table 1 estimates 2,880 residential units. Since the District comprises 1,295.5 gross acres, the plan is for a gross density of 2.22 units per acre.

Based on current market pricing provided by the current landowner, the estimated average market price of residential units to be developed in the District will be \$300,000. On average, a finished building lot is valued at 25% of the total home and lot package. This produces an estimated finished lot value of \$75,000. The CIP has a total cost as financed of \$190,010,000 for 2,880 lots, thus the cost to produce a finished lot is \$55,854. The market value of the land, as improved by the CIP, is then estimated as the difference between the value of the finished lot of \$75,000 and the cost of the improvements per lot of \$65,976 resulting in a residual value for the land, as improved, of \$9,024 per lot. The foregoing market value is subject to change based on the final pricing details of the District's bond issues and the market value of the homes to be built on the properties.

According to the Manatee County Property Appraiser, the 1,295.5 acres of land that comprise the District has a land value of \$6,421,612. The development program produces a density of 2.22 units per acre for a total of 2,880 lots, so the land value per lot for the lots is \$2,230.



Therefore, the District's CIP will provide a special benefit to the District's properties. The net increase in the market value of the lots once improved by the District's CIP is estimated at \$9,024. Therefore, the net benefit in market value of the lots after deducting the cost of the land before the improvements is \$6,795 (ie. \$9,024 - \$2,230 = \$6,795). This demonstrates the special benefits generated by the CIP to the properties.

Table 4. Demonstration of Special Benefit for Properties in North River Ranch

<u>Category</u>	<u>Amount</u>
Acreage	1,295.5
Maximum Bonds	\$190,010,000
Debt/Acre	\$146,669
<u>Category</u>	<u>Amount</u>
Units	2,880
District Acreage	1,295.5
	=====
Units/Acre	2.22
Average Price	\$300,000
Finished lot	\$75,000
Cost per lot	\$65,976
	=====
Remainder	\$9,024
Land Value-Cost	\$6,421,612
Acres	1,295.5
Cost/Acre	\$4,957
Cost/DU/Lot	\$2,230
	=====
Net Benefit	\$6,795

Source: PFM Financial Advisors LLC

*Based on the 2018 assessed value of all assessable District land provided by the Manatee County Property Appraiser.

2.0 CIP Plan of Finance

The District has advised it intends to finance all or a portion of its CIP costs as detailed in Table 3 by issuing bonds. These bonds may be issued in several series, as development progresses within the District. A number of component funds comprise the total principal of the bonds to be issued by the District. These funds may include, but are not limited to, acquisition and construction, capitalized interest, a debt service reserve, underwriter's discount, and issuance costs. The debt service reserve account is set initially at 100% of maximum annual debt service. The bond sizing includes two-years of capitalized interest. We estimated the underwriter's discount at 2.0%. This allowance pays the underwriter for taking the risks involved in purchasing the District's bonds. The cost of issuance pays for the trustee, financial advisor, district counsel and other costs associated with issuing the District's bonds.



An estimate of the bond issuance required to fund the District's CIP is found in Table 5. The construction/acquisition funds raised by the District's bonds may fund only a portion of the District's CIP. The balance of any remaining CIP costs will be funded by one or more District landowner(s) or by other means. As bonds are issued by the District over time, the District will adopt supplemental assessment methodology report(s) detailing the particulars of each specific bond issue. The supplemental report(s) will detail the terms, interest rates, and costs associated with a specific series of bonds. The supplemental report(s) will also detail the specific bond debt service assessments for properties that have been assessed to secure each bond issuance.

Table 5. Estimated District Bond Financing Details

<u>Bond Fund</u>	<u>Total Bonds Value</u>
Construction/Acquisition Fund	\$151,983,955
Debt Service Reserve	\$13,073,712
Capitalized Interest	\$20,901,100
Costs of Issuance	\$250,000
Underwriter's Discount	\$3,800,200
Rounding	<u>\$1,033</u>
Maximum Bond Principal	\$190,010,000
Average Annual Interest Rate:	5.5%
Term (Years):	30
Capitalized Interest (Months):	24
Maximum Net Annual Debt Service:	\$13,073,712
Maximum Gross Annual Debt Service (1):	\$14,057,755

Source: PFM Financial Advisors LLC

(1) Gross assessments represent the assessment placed on the County tax roll each year, if the District elects to use the Uniform Method of collecting non-ad valorem assessments authorized by Chapter 197 of the Florida Statutes. Gross assessments include a 7.0% gross-up to account for the fees of the County Property Appraiser and Tax Collector and the statutory early payment discount.



3.0 Assessment Methodology

3.1 Assessment Foundation

The assessment methodology associated with the allocation of the costs of the CIP is a four-step process. First, the District Engineer determines the costs for the District's infrastructure and related improvements. Second, an estimate of the amount of bonds required to finance the infrastructure improvements is calculated. Third, the District Engineer outlines which parcels benefit from the provision of the infrastructure and improvements. Finally, the as-financed costs of the infrastructure and related improvements are allocated to the benefiting properties based on the approximate relative benefit each unit receives.

3.2 Allocation of Specific Assessments

The discussion offered below illustrates the process by which the District will allocate bond debt it incurs to fund its CIP. The District's maximum \$190,010,000 of total bond debt is detailed in Table 5. The District's bond debt will be secured primarily by special assessments allocated to properties in the District based on and proportional to the benefits that each property receives from the CIP. As described above, until such time as either: (a) properties are sold along with their entitlements or (b) plats are recorded; the specific land uses in the District are not known with certainty. Therefore, at the outset, the debt is allocated on an acreage basis across all benefited acres in the District totaling approximately 1,295.5 acres. As the sale and platting process unfolds, the District will more finely articulate the allocation of debt to benefiting properties based on their land uses.

As noted above, as long as two basic principles are adhered to, Florida law generally allows the District Board some latitude in determining the appropriate methodology to allocate the costs of its CIP to benefiting properties in the District. The two principles are: (1) the properties being assessed must receive a special benefit from the CIP and (2) the assessments allocated to each property must be fairly and reasonably apportioned among the benefiting properties.

In allocating special assessments to benefiting property, Florida governments have used a variety of methods including, but not limited to, front footage, area, trip rates, equivalent residential units ("ERU"), dwelling units, and acreage. These ERU values equate the benefit received by a stated amount of such particular land use category to the benefit received by a typical single-family residence. The use of ERU values to estimate the benefit derived from infrastructure improvements is recognized as a simple, fair, and reasonable method for apportioning benefit. The Florida Supreme Court concluded that the ERU method was a valid methodology in its decision in *Winter Springs v. State*.³ In addition, the ERU methodology is widely used in other similar CDDs.

³ City of Winter Springs v. State, 776 So.2d 255 (Fla 2003)



Table 6 contains the allocation of the District's CIP costs, as financed, to the Development Units planned for the District based on the ERU value assigned to each Development Unit. Table 7 shows the annual bond debt service assessments associated with the bond par allocations found in Table 6. Table 7 becomes important as the land within the District is platted, as specific bond debt service assessments will be assigned to the individual Development Units at that time.

Table 6. Allocation of the Costs of the District's CIP, as Financed

<u>Land Use</u>	<u>Volume</u>	<u>ERU/Unit*</u>	<u>ERUs</u>	<u>%ERU</u>	<u>Total Debt</u>	<u>Debt/Unit</u>
TH 20'	154	0.44	68.44	2%	\$4,514,694	\$29,316
TH 30'	120	0.67	80.00	3%	\$5,276,915	\$43,974
35' Villas (AT)	120	0.78	93.33	3%	\$6,156,401	\$51,303
SFD 36' (Primary)	240	0.80	192.00	7%	\$12,664,597	\$52,769
SFD 40' (AAC & Primary)	540	0.89	480.00	17%	\$31,661,493	\$58,632
SFD 45' (AT & Primary)	452	1.00	452.00	16%	\$29,814,572	\$65,961
SFD 50' (AAC & Primary)	550	1.11	611.11	21%	\$40,309,771	\$73,290
SFD 55' (Primary)	225	1.22	275.00	10%	\$18,139,397	\$80,620
SFD 57' (AT)	149	1.27	188.73	7%	\$12,449,123	\$83,551
SFD 60' (AAC & Primary)	330	1.33	440.00	15%	\$29,023,035	\$87,949
	=====		=====	====	=====	
	2,880		2,880.62	100%	\$190,010,000	

Source: PFM Financial Advisors LLC

*45' lot = 1 ERU, balance of ERU values are a function of front footage compared to the 45' lot (e.g. 60' lot = 60/45' = 1.33 ERUs)

Table 7. Summary of Annual Assessments

<u>Land Use</u>	<u>Total Debt</u>	<u>Annual Assessment</u>	<u>Administrative Costs</u>	<u>Total Annual Assessment (1)</u>	<u>Annual Assessment per Unit</u>	<u>Total Annual Assessment per Unit (1)</u>
TH 20'	\$4,514,694	\$310,635	\$23,381	\$334,016	\$2,017	\$2,169
TH 30'	\$5,276,915	\$363,080	\$27,329	\$390,409	\$3,026	\$3,253
35' Villas (AT)	\$6,156,401	\$423,594	\$31,883	\$455,477	\$3,530	\$3,796
SFD 36' (Primary)	\$12,664,597	\$871,393	\$65,589	\$936,981	\$3,631	\$3,904
SFD 40' (AAC & Primary)	\$31,661,493	\$2,178,481	\$163,972	\$2,342,453	\$4,034	\$4,338
SFD 45' (AT & Primary)	\$29,814,572	\$2,051,403	\$154,407	\$2,205,810	\$4,539	\$4,880
SFD 50' (AAC & Primary)	\$40,309,771	\$2,773,530	\$208,760	\$2,982,290	\$5,043	\$5,422
SFD 55' (Primary)	\$18,139,397	\$1,248,088	\$93,942	\$1,342,030	\$5,547	\$5,965
SFD 57' (AT)	\$12,449,123	\$856,567	\$64,473	\$921,040	\$5,749	\$6,181
SFD 60' (AAC & Primary)	\$29,023,035	\$1,996,941	\$150,307	\$2,147,249	\$6,051	\$6,507
	=====	=====	=====	=====	=====	=====
	\$190,010,000	\$13,073,712	\$984,043	\$14,057,755	-	-

Source: PFM Financial Advisors LLC

(1) Gross assessments represent the assessment placed on the County tax roll each year, if the District elects to use the Uniform Method of collecting non-ad valorem assessments authorized by Chapter 197 of the Florida Statutes. Gross assessments include a 7.0% gross-up to account for the fees of the County Property Appraiser and Tax Collector and the statutory early payment discount.

Source: PFM Financial Advisors LLC



3.3 True-Up Mechanism

Although the District does not process plats, it does have an important role to play during the course of development. Whenever a parcel's land use and development density and intensity is determined with sufficient certainty, the District must allocate a portion of its debt to the parcel according to the procedures outlined in Section 3.2 above. In addition, the District must also prevent any buildup of debt on land that has not yet been developed. Otherwise, the land could be fully subdivided without all of the debt being allocated.

To preclude this, a test is conducted when development thresholds are reached within the District. As long as the development at these thresholds does not cause the debt on the remaining land to increase above a debt "Ceiling Level" illustrated in Table 8 below, then no further action is necessary. However, if the debt on the remaining land does increase, a debt reduction payment will be necessary.

The ceiling level of debt is established at the time each series of bonds is issued. For example, the District may issue up to \$190,010,000 in Bonds to fund the CIP. According to the Engineer's Report, there are approximately 1,295.5 gross acres of land within the District. Each of these acres will be assigned an equal assessment of the \$190,010,000 in remaining unassigned bond debt assessments. Therefore, and assuming for purposes of this illustration that all \$190,010,000 in anticipated bond debt is issued by the District to fund its CIP, the ceiling level of debt for developable and assessable properties would be \$146,669 per acre ($\$190,010,000 / 1,295.5$). This ceiling level is based upon the best information available at the time of this report, is subject to change, and will only be finalized at the time of the District's first bond issuance.

A test will be conducted when 25%, 50%, 75%, and 90% of the acreage within the District has been developed. The ceiling amount of debt is determined at the time any District bond issuance is closed. The ceiling amount is the ratio of the amount of debt outstanding divided by the number of acres of land for which no debt allocation has occurred as per this methodology. Table 8 below illustrates when the true-up test will be applied to determine if debt reduction payments are required. However, a true-up payment may be suspended at the District's discretion. If the property owner can demonstrate to the District, and the District finds in its discretion (consistent with the opinion of the District Engineer), that all necessary land use approvals, including applicable zoning, can reasonably and economically support development totaling greater than or equal to 2,880 units for the District on the remaining unplatted developable acreage within the remaining acres, a true-up payment may be suspended.



Table 8. True- Up Thresholds

<u>Category</u>	<u>25%</u>	<u>50%</u>	<u>75%</u>	<u>90%</u>	<u>100%</u>
Platted Developable Acres	323.9	647.8	971.6	1,166.0	1,295.5
Unplatted Developable Acres	971.6	647.8	323.9	129.6	-
Debt Ceiling per Acre	\$146,669	\$146,669	\$146,669	\$146,669	\$146,669

In the event that additional land not currently subject to the assessments required to repay the debt associated with the CIP is developed in such a manner as to receive special benefit from the CIP, it is contemplated that this Methodology will be re-applied to include such new parcels. The additional land, as a result of applying this Methodology, will be allocated an appropriate share of the special assessments, with all previously-assessed parcels receiving a relative adjustment in their assessment levels.

4.0 Contribution of District Infrastructure and/or Improvements

The costs of the District's CIP will likely be funded by two mechanisms. The first mechanism is the issuance of special assessment bonds. The second mechanism is the contribution of funds or CIP components to the District ("Contribution"). Property owners within the District will have the opportunity to make such a Contribution upon approval by the District.

A District property owner's Contribution will give rise to assessment credits that can be applied by the property owner to reduce or eliminate bond debt service assessments that would otherwise be assigned to lands within the District to fund the costs of the CIP. Prior to a property owner reducing or eliminating bond debt service assessments through a Contribution, it must be shown that the improvements funded or contributed by the property owner are a component of the CIP, as outlined in the Engineer's Report. The property owner will be permitted to apply assessment credits equal to the value of the Contribution plus the costs of financing the improvement(s) that would otherwise have been incurred by the District if the District were required to issue bonds to fund or acquire the improvement(s) (such that the property would not be responsible for bond financing costs if the Contribution was made prior to the District's issuance of special assessment bonds). A property owner possessing assessment credits due to a Contribution will, in the District's discretion, have the opportunity to use the assessment credits to adjust bond debt service assessment levels of Development Units.



5.0 Assessment Roll

Table 9 outlines the maximum bond principal assessment per assessable acre for the lands within the District. A description of the land within the District, which will be assessed to secure the repayment of the District's bonds, is found in Exhibit "A", below. The assessments shall be paid in not more than thirty (30) annual installments.

Table 9. Assessment Roll

<u>Parcel ID Numbers</u>	<u>Assessable Acreage</u>	<u>Bond Principal Assessment</u>	<u>Bond Principal Assessment per Acre</u>	<u>Net Total Bond Annual Assessment</u>	<u>Net Annual Assessment per Acre</u>	<u>Bond Gross Annual Assessment (1)</u>	<u>Bond Gross Annual Assessment per Acre (1)</u>
Exhibit "A"	1,295.50	\$190,010,000	\$146,669	\$13,073,712	\$10,092	\$14,057,755	\$10,851

Source: PFM Financial Advisors LLC

(1) Gross assessments represent the assessment placed on the County tax roll each year, if the District elects to use the Uniform Method of collecting non-ad valorem assessments authorized by Chapter 197 of the Florida Statutes. Gross assessments include a 7.0% gross-up to account for the fees of the County Property Appraiser and Tax Collector and the statutory early payment discount.

Source: PFM Financial Advisors LLC



EXHIBIT "A"
LEGAL DESCRIPTION OF LAND LOCATED WITHIN THE DISTRICT

DESCRIPTION (as prepared by the certifying Surveyor and Mapper):

A tract of land being portions of Blocks 1, 2, 3 and 4, Section 7, Township 33 South, Range 19 East, Blocks 1, 2, 3 and 4, Section 8, Township 33 South, Range 19 East, Block 3, Section 9, Township 33 South, Range 19 East, Block 2, Section 16, Township 33 South, Range 19 East, Blocks 1, 2, 3 and 4, Section 17, Township 33 South, Range 19 East, and Blocks 1, 2, 3 and 4, Section 18, Township 33 South, Range 19 East, all in Manatee River Farms, Unit 1 as recorded in Plat Book 6, Page 45, Public Records of Manatee County, Florida, and described as follows:

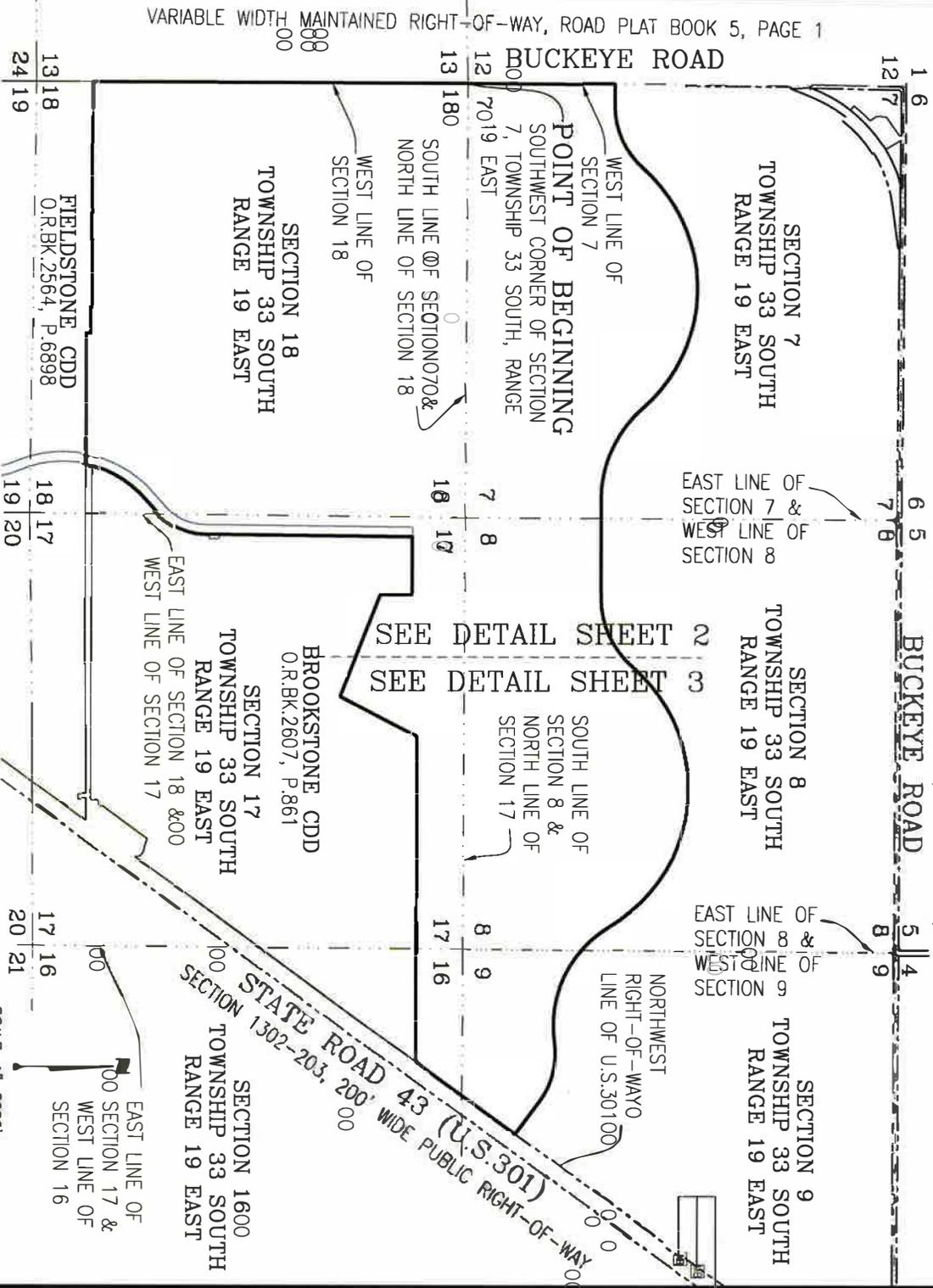
BEGIN at the southwest corner of said Section 7; thence N.00°13'29"E. along the west line of said Section 7, a distance of 1,809.08 feet; thence N.90°00'00"E., a distance of 272.18 feet to the point of curvature of a curve to the left having a radius of 1,000.00 feet and a central angle of 48°54'32"; thence northeasterly along the arc of said curve, a distance of 853.62 feet to the point of reverse curvature of a curve to the right having a radius of 1,962.46 feet and a central angle of 97°43'17"; thence easterly along the arc of said curve, a distance of 3,347.09 feet to the point of reverse curvature of a curve to the left having a radius of 1,500.00 feet and a central angle of 48°48'45"; thence southeasterly along the arc of said curve, a distance of 1,277.91 feet to the point of tangency of said curve; thence N.90°00'00"E., a distance of 1,220.57 feet to the point of curvature of a curve to the left having a radius of 1,100.00 feet and a central angle of 49°18'03"; thence northeasterly along the arc of said curve, a distance of 946.51 feet to the point of reverse curvature of a curve to the right having a radius of 1,990.00 feet and a central angle of 108°30'13"; thence easterly along the arc of said curve, a distance of 3,768.56 feet to the point of reverse curvature of a curve to the left having a radius of 1,400.00 feet and a central angle of 67°34'16"; thence southeasterly along the arc of said curve, a distance of 1,651.07 feet to the point of reverse curvature of a curve to the right having a radius of 1,000.00 feet and a central angle of 44°28'10"; thence easterly along the arc of said curve, a distance of 776.14 feet to the point of tangency of said curve; thence S.53°53'56"E., a distance of 509.73 feet to a point on the northwest right-of-way line of State Road 43 (U.S.301 Section 1302-203, 200.00' wide public right-of-way); thence S.36°06'04"W. along said northwest right-of-way line, a distance of 1,512.28 feet to a point on the north line of Brookstone Community Development District as recorded in Official Records Book 2607, Page 861 of said Public Records; the following nine (9) calls are along said north line: (1) thence N.89°59'54"W., a distance of 4,022.59 feet; (2) thence S.27°47'24"W., a distance of 1,049.93 feet; (3) thence N.68°30'43"W., a distance of 1,332.96 feet; (4) thence N.00°11'16"E., a distance of 383.27 feet; (5) thence N.89°43'15"W., a distance of 719.63 feet; (6) thence S.00°35'38"W., a distance of 2,551.98 feet to the point of curvature of a curve to the right having a radius of 795.00 feet and a central angle of 48°08'26"; (7) thence southwesterly along the arc of said curve, a distance of 667.97 feet to the point of tangency of said curve; (8) thence S.48°44'04"W., a distance of 213.94 feet to the point of curvature of a curve to the left having a radius of 1,355.00 feet and a central angle of 36°48'01"; (9) thence southwesterly along the arc of said curve, a distance of 870.29 feet to the a point on the north line of Fieldstone Community Development District as recorded in Official Records Book 2564, Page 6898 of said Public Records; the following five (5) calls are along said north line: (1) thence N.89°39'17"W., a distance of 1,622.48 feet; (2) thence N.00°51'43"E., a distance of 54.26 feet; (3) thence N.89°32'06"W., a distance of 674.93 feet; (4) thence N.89°30'19"W., a distance of 2,402.18 feet; (5) thence S.89°39'04"W., a distance of 3.35 feet to the west line of said Section 18; thence N.00°07'49"E., along said west line, a distance of 4,609.93 feet to the POINT OF BEGINNING.

Said tract contains 56,432,242 square feet or 1,295.5060 acres, more or less.

Exhibit "C"

NORTH RIVER RANCH COMMUNITY DEVELOPMENT DISTRICT METES AND BOUNDS DESCRIPTION

60' WIDE PLATTED RIGHT-OF-WAY, PLAT BOOK 6, PAGE 45



O.R.B.K. = OFFICIAL RECORDS BOOK
P. = PAGE

CERTIFICATE OF SURVEYOR:

- 1. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA SURVEYOR AND MAPPER, THIS SKETCH, DRAWING, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY.
- 2. BEARINGS SHOWN HEREON ARE RELATIVE TO THE WEST LINE OF THE SECTION 18, BEING N.00°08'15"E.
- 3. THIS IS A SKETCH ONLY AND DOES NOT REPRESENT A FIELD SURVEY.

I, the undersigned Professional Surveyor & Mapper, hereby certify that the sketch map and metes and bounds description as set forth in Exhibit "NORTH RIVER RANCH COMMUNITY DEVELOPMENT DISTRICT (Community Development District) 0000 true and correct, were made under my direction and meets the Standards of Practice set forth by the Florida Board of Surveying and Mapping, pursuant to Section 472.027, Florida Statutes, and Chapter 5J-17, Florida Administrative Code as of the following date.

Date of Certification: August 20, 2017

Robert R. Cunningham
Robert R. Cunningham, PSM#3924

8/28/2017
date

SEE SHEETS 2 & 3 FOR SKETCH DETAIL
SEE SHEET 4 FOR TABLES & DESCRIPTION
FOR: HAWL FARMS, LLC

Aug 20, 2017 - 16:42:43

This is NOT a Survey and Not valid without all sheets.

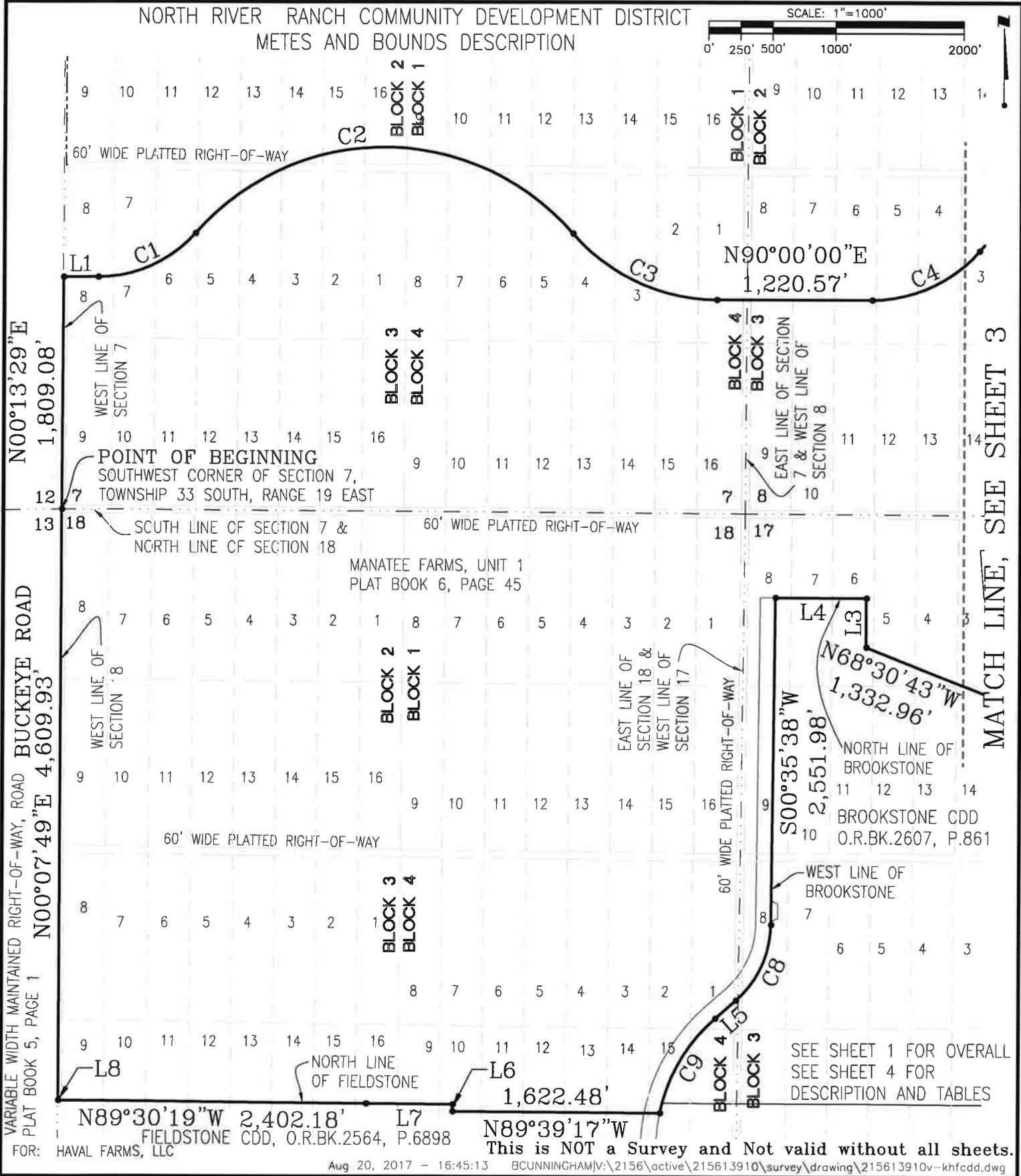
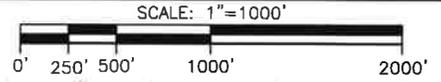
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SKETCH & DESCRIPTION OF NORTH RIVER RANCH COMMUNITY DEVELOPMENT DISTRICT
A 1,295.5060 ACRE TRACT LOCATED IN SECTIONS 7, 8, 9, 16, 17 & 18, TOWNSHIP 33 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA

6900 Professional Parkway East, Sarasota, FL 34240-9414
Phone 941-907-6900 • Fax 941-907-6910
Certificate of Authorization #27013 • www.stantec.com
Licensed Business Number 786

TASK CODE: 410	DRAWN BY: JWB	CHECKED BY: RRC	CAD FILE: 215613910V-khfcdd	PROJECT NO: 215613910	SHEET 1 OF 4	DRAWING INDEX NO: A215613910V-khfcdd	REV:
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NORTH RIVER RANCH COMMUNITY DEVELOPMENT DISTRICT
METES AND BOUNDS DESCRIPTION



SKETCH & DESCRIPTION OF NORTH RIVER RANCH COMMUNITY DEVELOPMENT DISTRICT
A 1,295.5060 ACRE TRACT LOCATED IN SECTIONS 7,
8, 9, 16, 17 & 18, TOWNSHIP 33 SOUTH,
RANGE 19 EAST, MANATEE COUNTY, FLORIDA



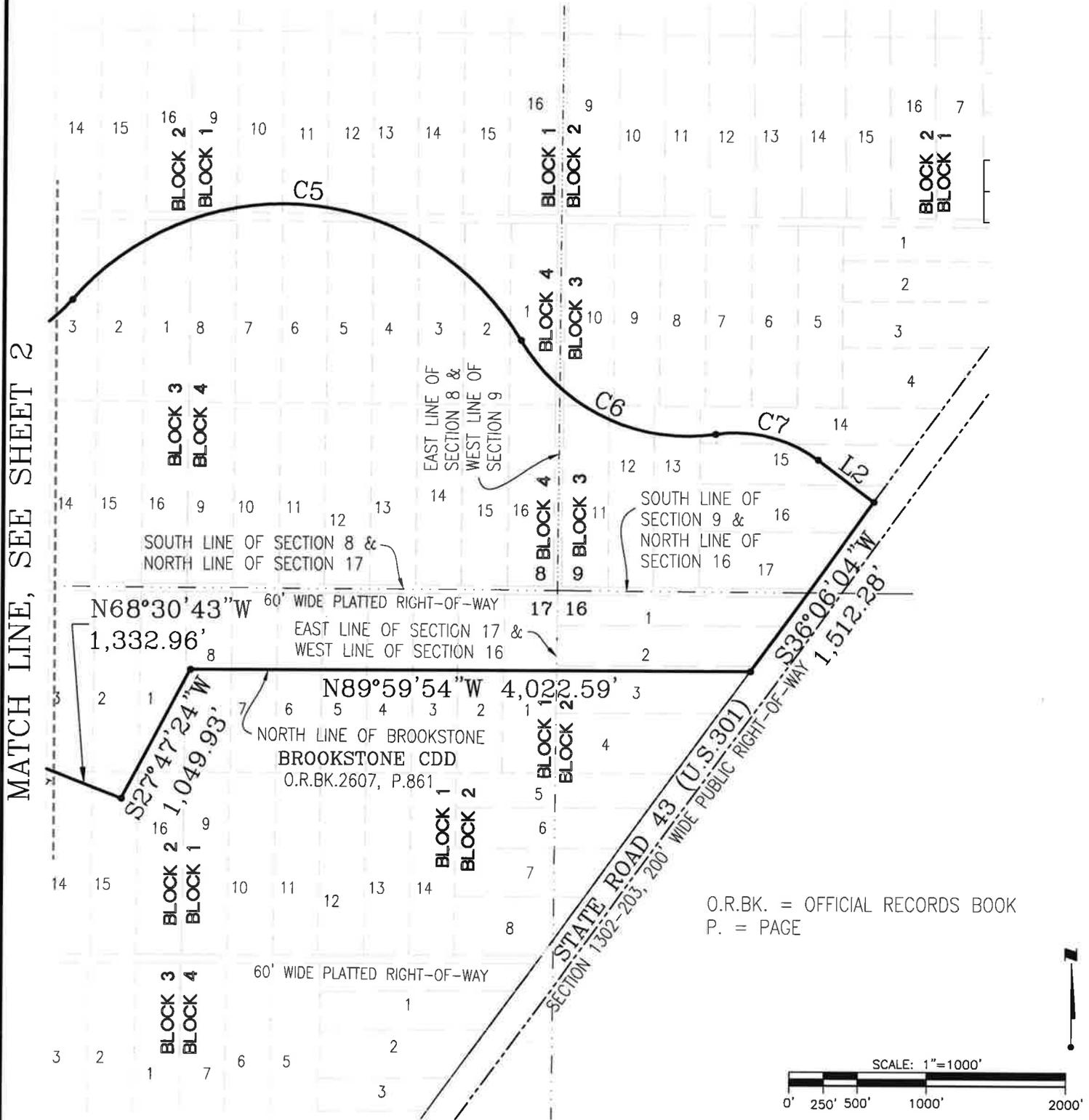
Stantec

6900 Professional Parkway East, Sarasota, FL 34240-8414
Phone 941-907-6900 • Fax 941-907-6910
Certificate of Authorization #27013 • www.stantec.com
Licensed Business Number 7866

TASK CODE: 410	DRAWN BY: JWB	CHKD BY: RRC	CAD FILE: 215613910v-khfcdd	PROJECT NO: 215613910	SHEET 2 OF 4	DRAWING INDEX NO: A215613910v-khfcdd	REV:
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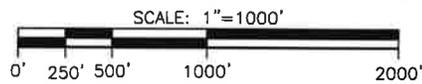
FOR: HAVAL FARMS, LLC
Aug 20, 2017 - 16:45:13 BCUNNINGHAM\jv\2156\active\215613910\survey\drawing\215613910v-khfcdd.dwg
SEE SHEET 1 FOR OVERALL
SEE SHEET 4 FOR
DESCRIPTION AND TABLES
This is NOT a Survey and Not valid without all sheets.

NORTH RIVER RANCH COMMUNITY DEVELOPMENT DISTRICT
METES AND BOUNDS DESCRIPTION



MATCH LINE, SEE SHEET 2

O.R.BK. = OFFICIAL RECORDS BOOK
P. = PAGE



SEE SHEET 1 FOR OVERALL
SEE SHEET 4 FOR DESCRIPTION & TABLES
FOR: HAVAL FARMS, LLC

This is NOT a Survey and Not valid without all sheets.

Aug 20, 2017 - 16:47:17 BCUNNINGHAM\jv\2156\active\215613910\survey\drawing\215613910v-khfcdd.dwg

SKETCH & DESCRIPTION OF NORTH RIVER RANCH COMMUNITY DEVELOPMENT DISTRICT
A 1,295.5060 ACRE TRACT LOCATED IN SECTIONS 7,
8, 9, 16, 17 & 18, TOWNSHIP 33 SOUTH,
RANGE 19 EAST, MANATEE COUNTY, FLORIDA



Stantec

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Licensed Business Number 7866

TASK CODE: 410	DRAWN BY: JWB	CHKED BY: RRC	CAD FILE: 215613910v-khfcdd	PROJECT NO: 215613910	SHEET 3 OF 4	DRAWING INDEX NO: A215613910v-khfcdd	REV:
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NORTH RIVER RANCH COMMUNITY DEVELOPMENT DISTRICT METES AND BOUNDS DESCRIPTION

DESCRIPTION (as prepared by the certifying Surveyor and Mapper):

A tract of land being portions of Blocks 1, 2, 3 and 4, Section 7, Township 33 South, Range 19 East, Blocks 1, 2, 3 and 4, Section 8, Township 33 South, Range 19 East, Block 3, Section 9, Township 33 South, Range 19 East, Block 2, Section 16, Township 33 South, Range 19 East, Blocks 1, 2, 3 and 4, Section 17, Township 33 South, Range 19 East, and Blocks 1, 2, 3 and 4, Section 18, Township 33 South, Range 19 East, all in Manatee River Farms, Unit 1 as recorded in Plat Book 6, Page 45, Public Records of Manatee County, Florida, and described as follows:

BEGIN at the southwest corner of said Section 7; thence N.00°13'29"E. along the west line of said Section 7, a distance of 1,809.08 feet; thence N.90°00'00"E., a distance of 272.18 feet to the point of curvature of a curve to the left having a radius of 1,000.00 feet and a central angle of 48°54'32"; thence northeasterly along the arc of said curve, a distance of 853.62 feet to the point of reverse curvature of a curve to the right having a radius of 1,962.46 feet and a central angle of 97°43'17"; thence easterly along the arc of said curve, a distance of 3,347.09 feet to the point of reverse curvature of a curve to the left having a radius of 1,500.00 feet and a central angle of 48°48'45"; thence southeasterly along the arc of said curve, a distance of 1,277.91 feet to the point of tangency of said curve; thence N.90°00'00"E., a distance of 1,220.57 feet to the point of curvature of a curve to the left having a radius of 1,100.00 feet and a central angle of 49°18'03"; thence northeasterly along the arc of said curve, a distance of 946.51 feet to the point of reverse curvature of a curve to the right having a radius of 1,990.00 feet and a central angle of 108°30'13"; thence easterly along the arc of said curve, a distance of 3,768.56 feet to the point of reverse curvature of a curve to the left having a radius of 1,400.00 feet and a central angle of 67°34'16"; thence southeasterly along the arc of said curve, a distance of 1,651.07 feet to the point of reverse curvature of a curve to the right having a radius of 1,000.00 feet and a central angle of 44°28'10"; thence easterly along the arc of said curve, a distance of 776.14 feet to the point of tangency of said curve; thence S.53°53'56"E., a distance of 509.73 feet to a point on the northwest right-of-way line of State Road 43 (U.S.301 Section 1302-203, 200.00' wide public right-of-way); thence S.36°06'04"W. along said northwest right-of-way line, a distance of 1,512.28 feet to a point on the north line of Brookstone Community Development District as recorded in Official Records Book 2607, Page 861 of said Public Records; the following nine (9) calls are along said north line: (1) thence N.89°59'54"W., a distance of 4,022.59 feet; (2) thence S.27°47'24"W., a distance of 1,049.93 feet; (3) thence N.68°30'43"W., a distance of 1,332.96 feet; (4) thence N.00°11'16"E., a distance of 383.27 feet; (5) thence N.89°43'15"W., a distance of 719.63 feet; (6) thence S.00°35'38"W., a distance of 2,551.98 feet to the point of curvature of a curve to the right having a radius of 795.00 feet and a central angle of 48°08'26"; (7) thence southwesterly along the arc of said curve, a distance of 667.97 feet to the point of tangency of said curve; (8) thence S.48°44'04"W., a distance of 213.94 feet to the point of curvature of a curve to the left having a radius of 1,355.00 feet and a central angle of 36°48'01"; (9) thence southwesterly along the arc of said curve, a distance of 870.29 feet to the a point on the north line of Fieldstone Community Development District as recorded in Official Records Book 2564, Page 6898 of said Public Records; the following five (5) calls are along said north line: (1) thence N.89°39'17"W., a distance of 1,622.48 feet; (2) thence N.00°51'43"E., a distance of 54.26 feet; (3) thence N.89°32'06"W., a distance of 674.93 feet; (4) thence N.89°30'19"W., a distance of 2,402.18 feet; (5) thence S.89°39'04"W., a distance of 3.35 feet to the west line of said Section 18; thence N.00°07'49"E., along said west line, a distance of 4,609.93 feet to the POINT OF BEGINNING.

Said tract contains 56,432,242 square feet or 1,295.5060 acres, more or less.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N90°00'00"E	272.18'
L2	S53°53'56"E	509.73'
L3	N00°11'16"E	383.27'
L4	N89°43'15"W	719.63'
L5	S48°44'04"W	213.94'
L6	N00°51'43"E	54.26'
L7	N89°32'06"W	674.93'
L8	S89°39'04"W	3.35'

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C1	1,000.00'	48°54'32"	853.62'	827.94'	N65°32'44"E
C2	1,962.46'	97°43'17"	3,347.09'	2,955.90'	N89°57'07"E
C3	1,500.00'	48°48'45"	1,277.91'	1,239.61'	S65°35'37"E
C4	1,100.00'	49°18'03"	946.51'	917.58'	N65°20'58"E
C5	1,990.00'	108°30'13"	3,768.56'	3,230.14'	S85°02'56"E
C6	1,400.00'	67°34'16"	1,651.07'	1,557.04'	S64°34'58"E
C7	1,000.00'	44°28'10"	776.14'	756.80'	S76°08'01"E
C8	795.00'	48°08'26"	667.97'	648.49'	S24°39'51"W
C9	1,355.00'	36°48'01"	870.29'	855.41'	S30°20'04"W

SEE SHEET 1 FOR OVERALL
SEE SHEETS 2 & 3 FOR DETAIL SKETCH
FOR: HAVAL FARMS, LLC

This is NOT a Survey and Not valid without all sheets.

Aug 20, 2017 - 16:48:36 BCUNNINGHAM\V:\2156\active\215613910\survey\drawing\215613910v-khfcdd.dwg

SKETCH & DESCRIPTION OF NORTH RIVER RANCH COMMUNITY DEVELOPMENT DISTRICT
A 1,295.5060 ACRE TRACT LOCATED IN SECTIONS 7,
8, 9, 16, 17 & 18, TOWNSHIP 33 SOUTH,
RANGE 19 EAST, MANATEE COUNTY, FLORIDA



Stantec

6900 Professional Parkway East, Sarasota, FL 34240-8414
Phone 941-907-6900 • Fax 941-907-6910
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Licensed Business Number 7885

TASK CODE: 410	DRAWN BY: JWB	CHKD BY: RRC	CAD FILE: 215613910v-khfcdd	PROJECT NO: 215613910	SHEET 4 OF 4	DRAWING INDEX NO: A215613910v-khfcdd	REV:
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**North River Ranch
Community Development District**

Consideration of Resolution 2020-04,
Setting Public Hearing on Assessments

RESOLUTION NO. 2020-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE NORTH RIVER RANCH COMMUNITY DEVELOPMENT DISTRICT SETTING A PUBLIC HEARING TO BE HELD ON _____, 2020, AT _____, LOCATED AT 8141 LAKEWOOD MAIN STREET, BRADENTON, FLORIDA, 34202, FOR THE PURPOSE OF HEARING PUBLIC COMMENT ON IMPOSING SPECIAL ASSESSMENTS ON CERTAIN PROPERTY WITHIN THE DISTRICT GENERALLY DESCRIBED AS NORTH RIVER RANCH COMMUNITY DEVELOPMENT DISTRICT, LOCATED IN MANATEE COUNTY, FLORIDA, ALL IN ACCORDANCE WITH CHAPTERS 170, 190 AND 197, FLORIDA STATUTES.

WHEREAS, the Board of Supervisors (the “Board”) of the North River Ranch Community Development District (the “District”) has previously adopted Resolution No. 2020-03, (the “Assessment Resolution”) entitled:

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE NORTH RIVER RANCH COMMUNITY DEVELOPMENT DISTRICT DECLARING SPECIAL ASSESSMENTS; INDICATING THE LOCATION, NATURE, TYPE AND ESTIMATED COST OF THOSE INFRASTRUCTURE IMPROVEMENTS WHOSE COST IS TO BE DEFRAYED BY THE SPECIAL ASSESSMENTS; PROVIDING THE PORTION OF THE ESTIMATED COST OF THE IMPROVEMENTS TO BE DEFRAYED BY THE SPECIAL ASSESSMENTS; PROVIDING THE MANNER IN WHICH SUCH SPECIAL ASSESSMENTS SHALL BE MADE; PROVIDING WHEN SUCH SPECIAL ASSESSMENTS SHALL BE MADE; DESIGNATING LANDS UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT; ADOPTING A PRELIMINARY ASSESSMENT ROLL; PROVIDING FOR PUBLICATION OF THIS RESOLUTION; RATIFYING AND CONFIRMING THE ENGINEER’S REPORT AND MASTER ASSESSMENT REPORT; and,

WHEREAS, in accordance with the Assessment Resolution, a preliminary assessment roll has been prepared and all other conditions precedent as set forth in Chapters 170, 190 and 197, Florida Statutes, have been satisfied to the holding of the aforementioned public hearing, and are available for public inspection at the offices of the District Manager, 12051 Corporate Boulevard, Orlando, Florida, 32817, and at the District’s local offices, 8141 Lakewood Main Street, Bradenton, Florida, 34202.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE NORTH RIVER RANCH COMMUNITY DEVELOPMENT DISTRICT:

1. There is hereby declared a public hearing to be held at _____ .m. on _____, 2020, at 8141 Lakewood Main Street, Bradenton, Florida, 34202, for the purpose of hearing comment and objection to the proposed special assessment program for the District’s Improvements (as defined in the Assessment Resolution) and as identified in the preliminary assessment roll, available at the offices of the District Manager and at the offices of the District. The geographic depiction of the property subject to the Assessments and the proposed schedule of the Assessments were attached to the Assessment Resolution (Resolution 2020-03), and this notice does hereby incorporate the Assessment Resolution, and all attachments thereto, herein. The Assessments are anticipated to be collected by the Manatee County Tax Collector’s office or direct billed by the District, in accordance with Chapter 197, Florida Statutes. Affected parties may appear at that hearing or submit their comments in writing prior to the meeting and submit same to the offices of the District Manager or the offices of the District within twenty (20) days of the publication of this notice.

2. Notice of said hearing shall be advertised in accordance with Chapters 170, 190 and 197 Florida Statutes, and the District Manager is hereby authorized to place said notice in a newspaper of general circulation

within Manatee County, Florida, (by two (2) publications one (1) week apart, with the first publication being at least twenty (20) days prior to the date of the hearing established herein, and the last publication being at least one (1) week prior to the date of such hearing). Such notice shall describe all matters set forth above and herein this Resolution 2020-04, including the name of the District, descriptions of the Improvements, Assessments, assessment plat (including a geographic depiction of the property subject to the assessments and the assessment plat), preliminary assessment roll (including proposed schedule of assessment), the fact that the Assessments will be collected by the tax collector, unless direct billed by the District, as well as advise all persons interested that the description of each property to be assessed and the amount to be assessed to each piece or parcel of property may be ascertained at the office of the District Manager and/or the District and that all affected property owners or other interested persons have the right to appear at the public hearing and the right to file written objections within twenty (20) days of the publication of the notice; and all other matters of notice as required by Sections 170.07 and 197.3632(4)(b), Florida Statutes, and all other such applicable laws shall be fully complied with upon publication of this notice. The District Manager shall file a publisher's affidavit with the District Secretary verifying such publication of notice. The District Manager is further authorized and directed to give thirty (30) days written notice by certified, first class U.S. mail of the time and place of this hearing to the owners of all property to be assessed by the District and include in such notice all matters contained in Sections 170.07 and 197.3632(4)(b), Florida Statutes, including the purpose of and amount of the Assessment for each such property owner and parcel, a description of the areas to be improved, a description of the Improvements, the assessment plat and preliminary assessment roll, the total amount to be levied against each parcel, the unit of measurement to be applied against each parcel to determine the assessment, the number of such units contained within each parcel, the total revenue the District will collect by assessment, notice that information concerning all assessments may be ascertained at the offices of the District Manager and /or the District, notice that all affected property owners have the right to appear at the public hearing and the right to file written objections within twenty (20) days of the publication of the notice. Additionally, the notice shall contain a statement to all property owners that failure to pay the Assessments will cause a tax certificate to be issued against the property that may result in a loss of title. The District Manager shall file proof of such mailing by affidavit with the District Secretary reflecting all notices and matters to be stated therein as required by Section 170.07, Florida Statutes, and Section 197.3632(4)(b), Florida Statutes, and all other such applicable laws, has been met.

3. Resolution 2020-03, including all of its exhibits and attachments, including the assessment plat and preliminary assessment roll, is hereby incorporated herein this Resolution 2020-04.

4. This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 8th day of April, 2020.

**NORTH RIVER RANCH
COMMUNITY DEVELOPMENT DISTRICT**

ATTEST:

Secretary, Board of Supervisors

Chairman, Board of Supervisors

**North River Ranch
Community Development District**

Ratification of Funding Requests
2020-19 – 2020-21

North River Ranch Community Development District

Funding Request 2020-19—2020-21

2020-19	Bradenton Herald- \$376.74 PFM Group- \$12.85	\$389.59
2020-20	AMerritt- \$3,000 PFM Group- \$1,791.67 Supervisor Fees- \$1,000.00	\$5,791.67
2020-21	Bradenton Herald- \$85.58 Clearview Land- \$88,500.00	\$88,628.93

North River Ranch Community Development District

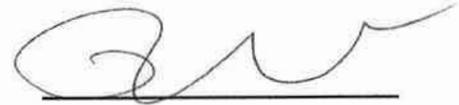
Funding Request 2020-19

2/28/2020

Item No.	Payee	Invoice #	General Fund
1	Bradenton Herald Legal Advertising on 02/19/2020	4567332	\$ 376.74
2	PFM Group Consulting January Reimbursables	OE-EXP-00687	\$ 12.85
			\$ 389.59



Secretary/Assistant Secretary



Chairman

Return to:
North River Ranch CDD
c/o Fishkind & Associates
12051 Corporate Boulevard
Orlando, FL 32817
(407) 382-3256

RECEIVED MAR 02 2020

BRADENTON HERALD

Bradenton.com

*** MEMO INVOICE ***

Fed ID# 59-1487839

23	TOTAL AMOUNT DUE
	\$376.74

SALES REP		ADVERTISER INFORMATION						
Advertising Dept	1	BILLING PERIOD	6	BILLED ACCOUNT NUMBER	7	ADVERTISER/CLIENT NUMBER	2	ADVERTISER/CLIENT NAME
		02/19/2020		726675		726675		NORTH RIVER RANCH CDD

NORTH RIVER RANCH CDD
12051 CORPORATE BLVD.
ORLANDO, FL 32817

MAKE CHECKS PAYABLE TO

Bradenton Herald
Bradenton Herald-Advertising
PO Box 51129
Livonia, MI 48151

Billing: Contact Sales Rep. Credit: Email
ssccreditandcollections@mcclatchy.com

Payment is due upon receipt.



10	11	12	14	13	15	16	17	18	19
START	STOP	NEWSPAPER REFERENCE	DESCRIPTION	PRODUCT	SAU SIZE	BILLED UNITS	TIMES RUN	RATE	AMOUNT
02/19	02/19	0004567332	North River Ranch CDD- Audit RFQ, North	Bradenton Herald	1 x 322 L	322	1	\$1.17	\$376.74
02/19	02/19	0004567332	North River Ranch CDD- Audit RFQ, North	Bradenton Herald.com	1 x 322 L	322	1	\$0.00	\$0.00
Invoice Total									\$376.74

RECEIVED FEB 24 2020

THIS IS A MEMO INVOICE AND MAY OR MAY NOT REFLECT ALL CHARGES OR CHANGES THAT OCCUR ON THE FINAL INVOICE.

**BRADENTON
HERALD**
Bradenton.com

Bradenton Herald-Advertising
PO Box 51129
Livonia, MI 48151

PLEASE DETACH AND RETURN LOWER PORTION WITH YOUR REMITTANCE

1	BILLING PERIOD	2	ADVERTISER/CLIENT NAME
	02/19/2020		NORTH RIVER RANCH CDD
23	TOTAL AMOUNT DUE	3	TERMS OF PAYMENT
	\$376.74		Upon Receipt

*** MEMO INVOICE ***

Bradenton Herald
Bradenton Herald-Advertising
PO Box 51129
Livonia, MI 48151

4	PAGE #	5	BILLING DATE
	1		02/19/2020
11	NEWSPAPER REFERENCE		
	0004567332		
6	BILLED ACCOUNT NUMBER		
	726675		
7	ADVERTISER/CLIENT NUMBER		
	726675		

BRADENTON HERALD

Bradenton.com

Order Confirmation

Customer

NORTH RIVER RANCH CDD

Customer Account

726675

Customer Address

12051 CORPORATE BLVD.
ORLANDO FL 32817 USA

Customer Phone

407-723-5900

Customer Fax

Sales Rep

ctrunick@mcclatchy.com

Payor Customer

NORTH RIVER RANCH CDD

Payor Account

726675

Payor Address

12051 CORPORATE BLVD.
ORLANDO FL 32817 USA

Payor Phone

407-723-5900

Customer EMail

lanea@pfm.com

Order Taker

ctrunick@mcclatchy.com

<u>PQ Number</u>	<u>Payment Method</u>	<u>Blind Box</u>	<u>Tear Sheets</u>	<u>Proofs</u>	<u>Affidavits</u>
North River Ranch CDD- Audit RFQ	Invoice		0	0	1

<u>Net Amount</u>	<u>Tax Amount</u>	<u>Total Amount</u>	<u>Payment Amount</u>	<u>Amount Due</u>
\$376.74	\$0.00	\$376.74	\$0.00	\$376.74

<u>Ad Order Number</u>	<u>Order Source</u>	<u>Ordered By</u>	<u>Special Pricing</u>
0004567332		Venessa Ripoll	
			<u>Promo Type</u>
			<u>Materials</u>

Invoice Text
North River Ranch CDD- Audit RFQ

Package Buy

Ad Order Information

<u>Ad Number</u>	<u>Ad Type</u>	<u>Production Method</u>	<u>Production Notes</u>
0004567332-01	BRD-Legal Liner	AdBooker	

<u>External Ad Number</u>	<u>Ad Attributes</u>	<u>Ad Released</u>	<u>Pick Up</u>
		No	

<u>Ad Size</u>	<u>Color</u>
1 X 322 li	

<u>Product</u>	<u>Placement</u>	<u>Times Run</u>	<u>Schedule Cost</u>
BRD- Bradenton Herald	0300 - Legals Classified	1	\$376.74

<u>Run Schedule Invoice Text</u>	<u>Position</u>
NORTH RIVER RANCH COMMUNITY DEVELOPM	0301 - Legals & Public Notices

Run Dates
02/19/2020

**NORTH RIVER RANCH
COMMUNITY DEVELOPMENT
DISTRICT**

**REQUEST FOR PROPOSALS
FOR ANNUAL AUDIT SERVICES**

The North River Ranch Community Development District hereby requests proposals for annual financial auditing services. The proposal must provide for the auditing of the District's financial records for the fiscal year ending September 30, 2019, with an option for two (2) additional annual renewals. The District is a local unit of special-purpose government created under Chapter 190, Florida Statutes, for the purpose of financing, constructing, and maintaining public infrastructure. The District is located in Manatee County and has an operating budget of approximately \$95,375.00. The final contract will require that, among other things, the audit for Fiscal Year 2019 be completed no later than June 1, 2020.

Each auditing entity submitting a proposal must be authorized to do business in Florida; hold all applicable state and federal professional licenses in good standing, including but not limited to a license under Chapter 473, Florida Statutes; and be qualified to conduct audits in accordance with "Government Auditing Standards," as adopted by the Florida Board of Accountancy. Audits shall be conducted in accordance with Florida law and particularly Section 218.39, Florida Statutes, and the rules of the Florida Auditor General.

Proposal packages, which include additional qualification requirements, evaluation criteria and instructions to proposers, are available from the District Manager at the address and telephone number listed below.

Proposers must provide three (3) hard copies of their proposal and one (1) electronic copy (CD or flash drive) to Vivian Carvalho, District Manager, located at 12051 Corporate Boulevard, Orlando, Florida 32817, in an envelope marked on the outside "Auditing Services – North River Ranch Community Development District." Proposals must be received by **March 3, 2020, at 4:30 p.m.**, at the office of the District Manager. Please direct all questions regarding this Request for Proposals to the District Manager, who can be reached at (407) 723-5900.

Any protest regarding the terms of this Notice, or the proposal packages on file with the District Manager, must be filed in writing at the offices of the District Manager within seventy-two (72) calendar hours (excluding weekends) after publication of this Notice. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid Notice or proposal package provisions.

North River Ranch Community

Development District
Vivian Carvalho,
District Manager

**NORTH RIVER RANCH
Community Development
District**

**Request for Proposals
District Auditing Services for
Fiscal Year 2019**

Manatee County, Florida

Instructions to Proposers

Section 1. Due Date. Sealed proposals must be received no later than **March 3, 2020, at 4:30 p.m.**, at the offices of the District Manager, PFM Group Consulting, L.L.C. located at 12051 Corporate Boulevard, Orlando, Florida 32817.

Section 2. Familiarity with the Law. By submitting a proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.

Section 3. Qualifications of Proposer. The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience and licensing to do the work specified herein. The Proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared to complete the work to the satisfaction of the District.

Section 4. Submission of Only One Proposal. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

Section 5. Submission of Proposal. Each Proposer shall submit three (3) hard copies and one (1) electronic copy of the Proposal Documents (defined below), and other requested attachments at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the title "Auditing Services – North River Ranch Community Development District" on the face of it.

Section 6. Modification and Withdrawal. Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due. No proposal may be withdrawn after opening for a period of ninety (90) days.

Section 7. Proposal Documents. The proposal documents shall consist of the notice announcing the request for proposals, these instructions, the evaluation criteria and a proposal with all required documentation pursuant to Section 12 of these instructions (the "Proposal Documents").

Section 8. Proposal. In making its proposal, each Proposer represents that it has read and un-

not prohibit being to manage this project; evaluation of existing work load; proposed staffing levels, etc.

**2. Proposer's Experience.
(20 Points)**

This includes past record and experience of the Proposer in similar projects; volume of work previously performed by the firm; past performance for other community development districts in other contracts; character, integrity, reputation, of respondent, etc.

**3. Understanding of Scope of Work.
(20 Points)**

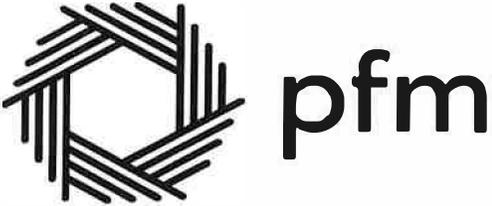
Extent to which the proposal demonstrates an understanding of the District's needs for the services requested.

**4. Ability to Furnish the Required Services.
(20 Points)**

Extent to which the proposal demonstrates the adequacy of Proposer's financial resources and stability as a business entity necessary to complete the services required.

**5. Price.
(20 Points)**

Points will be awarded based upon the lowest total bid for rendering the services and the reasonableness of the proposal.



Date	Invoice Number
February 20, 2020	OE-EXP-00687
Payment Terms	Due Date
Upon Receipt	February 20, 2020

Bill To:
North River Ranch Community Development District
c/o PFM Group Consulting District Accounting
Department
12051 Corporate Blvd
Orlando, FL 32817
United States of America

RECEIVED FEB 21 2020

Company Address:
1735 Market Street
43rd Floor
Philadelphia, PA 19103
+1 (215) 567-6100

Federal Tax ID: 81-1642478

Remittance Options:

Via ACH (preferred):

Via Wire:

Via Mail:

PFM Group Consulting LLC
PO Box 65126
Baltimore, MD 21264-5126
United States of America

RE: January 2020 Postage - \$12.85

Total Amount Due

\$12.85

Account Summary Report

Date Range: January 1, 2019 to January 31, 2019

Meter Group: All Meters

Meter 1W00 - 1376538 OLD at ORLANDO, FL

Meter 4W00 - 0347354 at ORLANDO, FL

Meter Details

Location	Meter Name	Serial Number	PbP Account Number
ORLANDO, FL	4W00 - 0347354	0347354	24978470
ORLANDO, FL	1W00 - 1376538 OLD	1376538	24978470

Account Summary

Account	Sub Account	Pieces	Total Charged
North River Ranch CDD		24	\$12.850
Grand Total			\$12.850

North River Ranch Community Development District

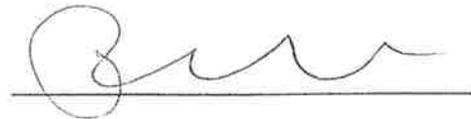
Funding Request 2020-20

3/13/2020

Item No.	Payee	Invoice #	General Fund	Construction Fund
1	AMerritt Compute Subdivision Layout for Design	20-056		\$ 3,000.00
2	PFM Group Consulting DM Fee: March 2020 Website Fee: March 2020	DM-03-2020-0047 DM-03-2020-0048	\$ 1,666.67 \$ 125.00	
3	Supervisor Fees - 03/11/2020 Meeting Dale Weidemiller Priscilla Heim Pete Williams John Blakley Ivory Matthews	-- -- -- -- --	\$ 200.00 \$ 200.00 \$ 200.00 \$ 200.00 \$ 200.00	
			\$ 2,791.67	\$ 3,000.00
TOTAL			\$	5,791.67



Secretary/Assistant Secretary



Chairman

Return to:
North River Ranch CDD
c/o Fishkind & Associates
12051 Corporate Boulevard
Orlando, FL 32817
(407) 382-3256

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AMERRITT, INC.

LAND SURVEYING & MAPPING
 3010 W. Azeele Street, Suite 150
 Tampa, FL 33609

Bus. Phone: 813-221-5200

Contract Invoice

Date	Invoice #
2/29/2020	20-056

Bill To
North River Ranch CDD c/o Tom Panaseny 5800 Lakewood Ranch Blvd. Sarasota, Florida 34240

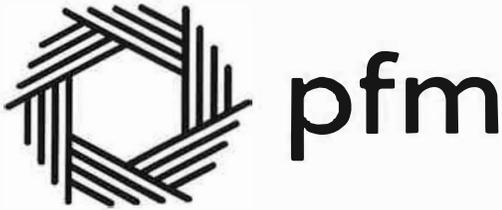
Project Description

North River Ranch
 Misc. Services

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Project
AMI-NLV-NRR-0...

Item	Description	Amount
Subdivision Layout	Compute Subdivision Layout for Design 02/17/2020 Art Merritt 3.0 Hours x \$ 150.00/hr. = \$ 450.00 02/18/2020 Art Merritt 3.0 Hours x \$ 150.00/hr. = \$ 450.00 02/19/2020 Art Merritt 4.0 Hours x \$ 150.00/hr. = \$ 600.00 02/20/2020 Art Merritt 1.5 Hours x \$ 150.00/hr. = \$ 225.00 02/25/2020 Art Merritt 2.5 Hours x \$ 150.00/hr. = \$ 375.00 02/26/2020 Art Merritt 3.5 Hours x \$ 150.00/hr. = \$ 525.00 02/27/2020 Art Merritt 2.5 Hours x \$ 150.00/hr. = \$ 375.00 Total = \$ 3,000.00 Contract Amount = Hourly (Not to exceed \$ 20,000.00 without prior client authorization) Contract Amount = \$ 20,000.00 Invoice 19-182 - \$ 4,650.00 (23% Billed) Invoice 19-211 - \$ 4,050.00 (44% Billed) Invoice 19-251 - \$ 2,775.00 (57% Billed) Invoice 19-287 - \$ 1,500.00 (65% Billed) Invoice 19-343 - \$ 975.00 (70% Billed) Invoice 19-424 - \$ 1,200.00 (76% Billed) Invoice 20-017 - \$ 450.00 (78% Billed) This Invoice - \$ 3,000.00 (93% Billed) Remaining Contract Balance = \$ 1,400.00	3,000.00
Total		\$3,000.00



Date	Invoice Number
March 9, 2020	DM-03-2020-0047
Payment Terms	Due Date
Upon Receipt	March 9, 2020

Bill To:
North River Ranch Community Development District
c/o PFM Group Consulting District Accounting
Department
12051 Corporate Blvd
Orlando, FL 32817
United States of America

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Company Address:
1735 Market Street
43rd Floor
Philadelphia, PA 19103
+1 (215) 567-6100
Federal Tax ID: 81-1642478

Remittance Options:

Via ACH (preferred):

Via Wire:

Via Mail:

PFM Group Consulting LLC
PO Box 65126
Baltimore, MD 21264-5126
United States of America

RE: District Management Fee: March 2020

Total Amount Due

\$1,666.67



Date	Invoice Number
March 9, 2020	DM-03-2020-0048
Payment Terms	Due Date
Upon Receipt	March 9, 2020

Bill To:
North River Ranch Community Development District
c/o PFM Group Consulting District Accounting
Department
12051 Corporate Blvd
Orlando, FL 32817
United States of America

RECEIVED MAR 10 2020

Company Address:
1735 Market Street
43rd Floor
Philadelphia, PA 19103
+1 (215) 567-6100
Federal Tax ID: 81-1642478

Remittance Options:

Via ACH (preferred):

Via Wire:

Via Mail:

PFM Group Consulting LLC
PO Box 65126
Baltimore, MD 21264-5126
United States of America

RE: Website Fee - March 2020

Total Amount Due

\$125.00

**North River Ranch
COMMUNITY DEVELOPMENT DISTRICT**

Date of Meeting: 3/11/20

(\$200.00 per Supervisor per Meeting)

Board Members:	Present	Absent	Fee
Dale Weidermiller	✓ _____	_____	\$200.00
Priscilla Heim	✓ _____	_____	\$200.00
Pete Williams	✓ _____	_____	\$200.00
John Blakley	✓ _____	_____	\$200.00
Ivory Crofoot	✓ _____	_____	\$200.00

Total: \$1,000.00

Approved For Payment:

Vanessa Pezall
Chairman / Secretary

March 11, 2020
Date

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North River Ranch Community Development District

Funding Request 2020-21

3/20/2020

Item No.	Payee	Invoice #	General Fund	Construction Fund
1	Bradenton Herald Legal Advertising on 03/11/2020	4574615	\$ 86.58	
2	Clearview Land Design Master Utility Plans Through 03/13/2020	20-00617		\$ 10,500.00
	Reimbursables	20-00618	\$ 42.35	
	Phases 3A & 3B Through 03/13/2020	20-00619		\$ 78,000.00
			\$ 128.93	\$ 88,500.00
TOTAL			\$	88,628.93



Secretary/Assistant Secretary



Chairman

Return to:
 North River Ranch CDD
 c/o Fishkind & Associates
 1051 Corporate Boulevard
 Orlando, FL 32817
 (407) 382-3256

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North River Ranch Community Development District

Funding Request 2020-21

3/20/2020

Item No.	Payee	Invoice #	General Fund	Construction Fund
1	Bradenton Herald Legal Advertising on 03/11/2020	4574615	\$ 86.58	
2	Clearview Land Design Master Utility Plans Through 03/13/2020	20-00617		\$ 10,500.00
	Reimbursables	20-00618	\$ 42.35	
	Phases 3A & 3B Through 03/13/2020	20-00619		\$ 78,000.00
			\$ 128.93	\$ 88,500.00
TOTAL			\$	88,628.93



Secretary/Assistant Secretary



Chairman

Return to:
North River Ranch CDD
c/o Fishkind & Associates
1051 Corporate Boulevard
Orlando, FL 32817
(407) 382-3256

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BRADENTON HERALD

Bradenton.com

*** MEMO INVOICE ***

Fed ID# 59-1487839

SALES REP		24		ADVERTISER INFORMATION													
Advertising Dept		1		BILLING PERIOD		6		BILLED ACCOUNT NUMBER		7		ADVERTISER/CLIENT NUMBER		2		ADVERTISER/CLIENT NAME	
				03/11/2020				726675				726675				NORTH RIVER RANCH CDD	

23	TOTAL AMOUNT DUE
	\$86.58

MAKE CHECKS PAYABLE TO

Bradenton Herald
Bradenton Herald-Advertising
PO Box 51129
Livonia, MI 48151

NORTH RIVER RANCH CDD
12051 CORPORATE BLVD.
ORLANDO, FL 32817

Billing: Contact Sales Rep. Credit: Email
ssccreditandcollections@mcclatchy.com

Payment is due upon receipt.



10	11	12	14	13	15	16	17	18	19
START	STOP	NEWSPAPER REFERENCE	DESCRIPTION	PRODUCT	SAU SIZE	BILLED UNITS	TIMES RUN	RATE	AMOUNT
03/11	03/11	0004574615	North River Ranch CDD, North River Ranch	Bradenton Herald	1 x 74 L	74	1	\$1.17	\$86.58
03/11	03/11	0004574615	North River Ranch CDD, North River Ranch	Bradenton Herald.com	1 x 74 L	74	1	\$0.00	\$0.00
Invoice Total									\$86.58

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THIS IS A MEMO INVOICE AND MAY OR MAY NOT REFLECT ALL CHARGES OR CHANGES THAT OCCUR ON THE FINAL INVOICE.

BRADENTON
HERALD
Bradenton.com

Bradenton Herald-Advertising
PO Box 51129
Livonia, MI 48151

PLEASE DETACH AND RETURN LOWER PORTION WITH YOUR REMITTANCE

1	BILLING PERIOD	2	ADVERTISER/CLIENT NAME
	03/11/2020		NORTH RIVER RANCH CDD
23	TOTAL AMOUNT DUE	3	TERMS OF PAYMENT
	\$86.58		Upon Receipt

*** MEMO INVOICE ***

Bradenton Herald
Bradenton Herald-Advertising
PO Box 51129
Livonia, MI 48151

4	PAGE #	5	BILLING DATE
	1		03/11/2020
11	NEWSPAPER REFERENCE		
	0004574615		
6	BILLED ACCOUNT NUMBER		
	726675		
7	ADVERTISER/CLIENT NUMBER		
	726675		

BRADENTON HERALD

Bradenton.com

AFFIDAVIT OF PUBLICATION

Account #	Ad Number	Identification	PO	Amount	Cols	Depth
726675	0004574615	NORTH RIVER RANCH COMMUNITY DEVELO	North River Ranch CDD	\$86.58	1	7.40 In

Attention: Venessa Ripoll

NORTH RIVER RANCH CDD
12051 CORPORATE BLVD.
ORLANDO, FL 32817

**NORTH RIVER RANCH
COMMUNITY DEVELOPMENT
DISTRICT
NOTICE OF AUDIT COMMITTEE
MEETING AND REGULAR
BOARD OF SUPERVISORS'
MEETING**

The Board of Supervisors of the North River Ranch Community Development District will hold an Audit Committee meeting and regular meeting of the Board of Supervisors on March 11, 2020 at 1:30 PM at 8141 Lakewood Main Street, Bradenton, FL 34202. The regular meeting will take place immediately following the adjournment of the Audit Committee meeting where the Board may consider any other business that may properly come before it. The Audit Committee will review, discuss and recommend an auditor to provide audit services to the District for Fiscal Year 2019. A copy of the agendas may be obtained at the offices of the District Manager, PFM Group Consulting, LLC, located at 12051 Corporate Boulevard, Orlando, Florida 32817, (407) 723-5900, during normal business hours.

The meetings are open to the public and will be conducted in accordance with the provisions of Florida law. The meetings may be continued to a date, time, and place to be specified on the record at the meetings. There may be occasions when Board Supervisors or District Staff may participate by speaker telephone.

Pursuant to the Americans with Disabilities Act, any person requiring special accommodations to participate in these meetings is asked to advise the District Office at (407) 382-3256 at least forty-eight (48) hours prior to the meetings. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

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

1/1/2020

**THE STATE OF TEXAS
COUNTY OF DALLAS**

Before the undersigned authority personally appeared VICTORIA RODELA, who, on oath, says that she is a Legal Advertising Representative of The Bradenton Herald, a daily newspaper published at Bradenton in Manatee County, Florida; that the attached copy of the advertisement, being a Legal Advertisement in the matter of **Public Notice**, was published in said newspaper in the issue(s) of:

1 Insertion(s)

Published On:
March 11, 2020

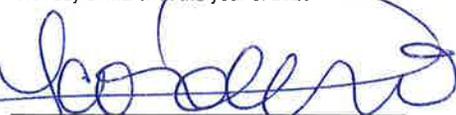
**THE STATE OF FLORIDA
COUNTY OF MANATEE**

Affidavit further says that the said publication is a newspaper published at Bradenton, in said Manatee County, Florida, and that the said newspaper has heretofore been continuously published in said Manatee County, Florida, each day and has been entered as second-class mail matter at the post office in Bradenton, in said Manatee County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

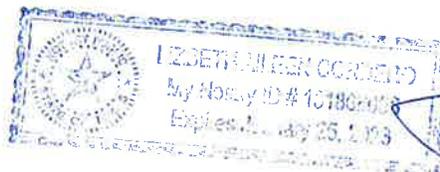


(Signature of Affiant)

Sown to and subscribed before me this
11th day of March in the year of 2020


SEAL & Notary Public

Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!





Clearview LAND DESIGN, P.L.

Clearview Land Design
3010 W. Azeele Street, Suite 150
Tampa, Florida 33609
813-223-3919

North River Ranch Community Development District
North River Ranch CDD Accounts Payable Amanda Lane
12051 Corporate Blvd
Orlando, FL 32817

Invoice number 20-00617
Date 03/13/2020

Project **NR NORTH RIVER RANCH (MOCCASIN
WALLOW) (HAVAL FARMS)**

Terms: Net 30

Description	Contract Amount	Percent Complete	Total Billed	Remaining	Remaining Percent	Prior Billed	Current Billed
CDD Master Utility Plans							
CDD-NR-004 Master Utility Plans	35,000.00	90.00	31,500.00	3,500.00	10.00	21,000.00	10,500.00
Subtotal	35,000.00	90.00	31,500.00	3,500.00	10.00	21,000.00	10,500.00
Total	35,000.00	90.00	31,500.00	3,500.00	10.00	21,000.00	10,500.00

Invoice total **10,500.00**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
20-00337	02/14/2020	10,500.00		10,500.00			
20-00617	03/13/2020	10,500.00	10,500.00				
	Total	21,000.00	10,500.00	10,500.00	0.00	0.00	0.00

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Clearview LAND DESIGN, P.L.

Clearview Land Design
3010 W. Azeele Street, Suite 150
Tampa, Florida 33609
813-223-3919

North River Ranch Community Development District
North River Ranch CDD Accounts Payable Amanda Lane
12051 Corporate Blvd
Orlando, FL 32817

Invoice number 20-00618
Date 03/13/2020

Project **NR NORTH RIVER RANCH (MOCCASIN
WALLOW) (HAVAL FARMS)**

Terms: Net 30

North River Ranch CDD Reimbursables

CDD-NR-000R Reimbursables

EXPENSE

	Date	Billed Amount
Printing and Reproduction		
	03/13/2020	42.35
<i>Papercuts Printing and Documentation 2/15/20 - 3/13/20</i>		
Phase subtotal		<u>42.35</u>
North River Ranch CDD Reimbursables subtotal		<u>42.35</u>
	Invoice total	<u>42.35</u>

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
20-00338	02/14/2020	19.98		19.98			
20-00618	03/13/2020	42.35	42.35				
	Total	<u>62.33</u>	<u>42.35</u>	19.98	0.00	0.00	0.00

RECEIVED MAR 19 2020



Clearview LAND DESIGN, P.L.

Clearview Land Design
3010 W. Azeele Street, Suite 150
Tampa, Florida 33609
813-223-3919

North River Ranch Community Development District
North River Ranch CDD Accounts Payable Amanda Lane
12051 Corporate Blvd
Orlando, FL 32817

Invoice number 20-00619
Date 03/13/2020

Project **NR NORTH RIVER RANCH (MOCCASIN
WALLOW) (HAVAL FARMS)**

Terms: Net 30

Description	Contract Amount	Percent Complete	Total Billed	Remaining	Remaining Percent	Prior Billed	Current Billed
NRR Phases 3A & 3B Design, Permitting, Inspection, Certification Services							
CDD-NR-005 Design & Permitting	260,000.00	50.00	130,000.00	130,000.00	50.00	52,000.00	78,000.00
Subtotal	260,000.00	50.00	130,000.00	130,000.00	50.00	52,000.00	78,000.00
Total	260,000.00	50.00	130,000.00	130,000.00	50.00	52,000.00	78,000.00

Invoice total **78,000.00**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
20-00340	02/14/2020	40,560.00		40,560.00			
20-00619	03/13/2020	78,000.00	78,000.00				
Total		118,560.00	78,000.00	40,560.00	0.00	0.00	0.00

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**North River Ranch
Community Development District**

Review of District Financial Statements

North River Ranch CDD
 Budget to Actual
 For the Month Ending 3/31/2020

	Year To Date			FY 2020 Adopted Budget
	Actual	Budget	Variance	
<u>Revenues</u>				
Developer Contributions	\$ 29,605.15	\$ 47,687.52	\$ (18,082.37)	\$ 95,375.00
Net Revenues	\$ 29,605.15	\$ 47,687.52	\$ (18,082.37)	\$ 95,375.00
<u>General & Administrative Expenses</u>				
Supervisor Fees	\$ 5,800.00	\$ 6,000.00	\$ (200.00)	\$ 12,000.00
Public Officials' Insurance	2,306.00	1,237.50	1,068.50	2,475.00
Trustee Services	-	3,000.00	(3,000.00)	6,000.00
Management	10,000.02	10,000.02	-	20,000.00
Engineering	8,474.55	7,500.00	974.55	15,000.00
Dissemination Agent	-	2,500.02	(2,500.02)	5,000.00
District Counsel	10,110.00	10,000.02	109.98	20,000.00
Audit	-	3,000.00	(3,000.00)	6,000.00
Travel and Per Diem	-	250.02	(250.02)	500.00
Telephone	-	100.02	(100.02)	200.00
Postage & Shipping	47.35	150.00	(102.65)	300.00
Copies	101.00	250.02	(149.02)	500.00
Legal Advertising	817.83	499.98	317.85	1,000.00
Miscellaneous	-	249.96	(249.96)	500.00
Web Site Maintenance	750.00	1,350.00	(600.00)	2,700.00
Dues, Licenses, and Fees	175.00	87.48	87.52	175.00
General Insurance	2,819.00	1,512.48	1,306.52	3,025.00
Total General & Administrative Expenses	\$ 41,400.75	\$ 47,687.52	\$ (6,286.77)	\$ 95,375.00
Total Expenses	\$ 41,400.75	\$ 47,687.52	\$ (6,286.77)	\$ 95,375.00
Net Income (Loss)	\$ (11,795.60)	\$ -	\$ (11,795.60)	\$ -

North River Ranch CDD

Statement of Activities

As of 3/31/2020

	General Fund	Capital Projects Fund	Total
<u>Revenues</u>			
Developer Contributions	\$29,605.15		\$29,605.15
Inter-Fund Transfers In	7,367.50		7,367.50
Developer Contributions		\$74,801.50	74,801.50
Inter-Fund Transfers In		(7,367.50)	(7,367.50)
Total Revenues	<u>\$36,972.65</u>	<u>\$67,434.00</u>	<u>\$104,406.65</u>
<u>Expenses</u>			
Supervisor Fees	\$5,800.00		\$5,800.00
Public Officials' Insurance	2,306.00		2,306.00
Management	10,000.02		10,000.02
Engineering	8,474.55		8,474.55
District Counsel	10,110.00		10,110.00
Postage & Shipping	47.35		47.35
Copies	101.00		101.00
Legal Advertising	817.83		817.83
Web Site Maintenance	750.00		750.00
Dues, Licenses, and Fees	175.00		175.00
General Insurance	2,819.00		2,819.00
Engineering		\$1,402.50	1,402.50
District Counsel		5,754.00	5,754.00
Contingency		164,735.00	164,735.00
Total Expenses	<u>\$41,400.75</u>	<u>\$171,891.50</u>	<u>\$213,292.25</u>
<u>Other Revenues (Expenses) & Gains (Losses)</u>			
Total Other Revenues (Expenses) & Gains (Losses)	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
Change In Net Assets	(\$4,428.10)	(\$104,457.50)	(\$108,885.60)
Net Assets At Beginning Of Year	<u>\$50,419.22</u>	<u>(\$43,692.50)</u>	<u>\$6,726.72</u>
Net Assets At End Of Year	<u><u>\$45,991.12</u></u>	<u><u>(\$148,150.00)</u></u>	<u><u>(\$102,158.88)</u></u>

North River Ranch CDD
Statement of Financial Position
As of 3/31/2020

	General Fund	Capital Projects Fund	Total
<u>Assets</u>			
<u>Current Assets</u>			
General Checking Account	\$55,713.21		\$55,713.21
Accounts Receivable - Due from Developer	6,677.60		6,677.60
Accounts Receivable - Due from Developer		\$97,090.00	97,090.00
Total Current Assets	\$62,390.81	\$97,090.00	\$159,480.81
Total Assets	\$62,390.81	\$97,090.00	\$159,480.81
<u>Liabilities and Net Assets</u>			
<u>Current Liabilities</u>			
Accounts Payable	\$9,722.09		\$9,722.09
Deferred Revenue	6,677.60		6,677.60
Accounts Payable		\$148,150.00	148,150.00
Deferred Revenue		97,090.00	97,090.00
Total Current Liabilities	\$16,399.69	\$245,240.00	\$261,639.69
Total Liabilities	\$16,399.69	\$245,240.00	\$261,639.69
<u>Net Assets</u>			
Net Assets, Unrestricted	\$43,692.50		\$43,692.50
Current Year Net Assets, Unrestricted	7,367.50		7,367.50
Net Assets - General Government	6,726.72		6,726.72
Current Year Net Assets - General Government	(11,795.60)		(11,795.60)
Net Assets, Unrestricted		(\$43,692.50)	(43,692.50)
Current Year Net Assets, Unrestricted		(104,457.50)	(104,457.50)
Total Net Assets	\$45,991.12	(\$148,150.00)	(\$102,158.88)
Total Liabilities and Net Assets	\$62,390.81	\$97,090.00	\$159,480.81