SUNRISE

COMMUNITY DEVELOPMENT DISTRICT

May 29, 2025

BOARD OF SUPERVISORS

SPECIAL MEETING AGENDA

SUNRISE

COMMUNITY DEVELOPMENT DISTRICT

AGENDA LETTER

Sunrise Community Development District

OFFICE OF THE DISTRICT MANAGER

2300 Glades Road, Suite 410W ● Boca Raton, Florida 33431

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

May 22, 2025

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

Board of Supervisors
Sunrise Community Development District

Dear Board Members:

The Board of Supervisors of the Sunrise Community Development District will hold a Special Meeting on May 29, 2025 at 1:00 p.m., at the Susan Broom Kilmer (formerly Fort Pierce) Branch Library, 101 Melody Lane, Fort Pierce, Florida 34950. The agenda is as follows:

1. Call to Order/Roll Call

2. Public Comments

3. Administration of Oath of Office to Elected Supervisors [Wesley Mills - Seat 4, Jason Short - Seat 5] *(the following to be provided under separate cover)*

   A. Required Ethics Training and Disclosure Filing

      - Sample Form 1 2023/Instructions

   B. Membership, Obligations and Responsibilities

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

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

4. Consideration of Resolution 2025-01, Electing and Removing Officers of the District, and Providing for an Effective Date

5. Consideration of Resolution 2025-02, Approving a Proposed Budget for Fiscal Year 2025/2026 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date

6. Consideration of Resolution 2025-03, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Remainder of Fiscal Year 2024/2025 and Providing for an Effective Date

7. Consideration of Resolution 2025-04, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2025/2026 and Providing for an Effective Date

8. Consideration of Resolution 2025-05, Designating the Location of the Local District Records Office and Providing an Effective Date

9. Consideration of Resolution 2025-06, Ratifying the Amendment to Resolution 2024-21 to Re-Set the Date, Time and Location of the Public Hearing to Consider and Hear Comment on the Adoption of Rules of Procedure; Providing a Severability Clause; and Providing an Effective Date

10. Consideration of the Following Bond Financing Related Matters:

    A. Resolution 2025-07, Designating a Date, Time, and Location of a Public Hearing Regarding the District's Intent to Use the Uniform Method for the Levy, Collection, and Enforcement of Non-Ad Valorem Special Assessments as Authorized by Section 197.3632, Florida Statutes; Authorizing the Publication of the Notice of Such Hearing; and Providing an Effective Date

    B. Presentation of Master Engineer's Report

    C. Presentation of Master Special Assessment Methodology Report

    D. Resolution 2025-08, Declaring Special Assessments; Designating the Nature and Location of the Proposed Improvements; Declaring the Total Estimated Cost of the Improvements, the Portion to Be Paid by Assessments, and the Manner and Timing in Which the Assessments are to Be Paid; Designating the Lands Upon Which the Assessments Shall Be Levied; Providing For An Assessment Plat and a Preliminary Assessment Roll; Addressing the Setting of Public Hearings; Providing for Publication of this Resolution; and Addressing Conflicts, Severability and an Effective Date

11. Consideration of Acquisition Agreement

12. Acceptance of Unaudited Financial Statements as of April 30, 2025

13. Approval of August 29, 2024 Public Hearing, Regular Meeting and Audit Committee Meeting Minutes

14. Staff Reports

    A. District Counsel: *Kutak Rock LLP*

    B. District Engineer: *Mills, Short & Associates*

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

- Property Insurance on Vertical Assets
- NEXT MEETING DATE: TBD
  - QUORUM CHECK

SEAT 1	BRENT HOWELLS	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 2	JAMES HALL	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 3	ROSA ROMERO	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 4	WESLEY MILLS	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 5	JASON SHORT	☐ IN PERSON	☐ PHONE	☐ NO

15. Board Members' Comments/Requests

16. Public Comments

17. Adjournment

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

Sincerely,

Cindy Cerbone

Cindy Cerbone
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE
CALL-IN NUMBER: 1-888-354-0094
PARTICIPANT PASSCODE: 801 901 3513

SUNRISE

COMMUNITY DEVELOPMENT DISTRICT

3

SUNRISE COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS
OATH OF OFFICE

I, _____, A CITIZEN OF THE STATE OF FLORIDA AND OF THE UNITED STATES OF AMERICA, AND BEING EMPLOYED BY OR AN OFFICER OF SUNRISE COMMUNITY DEVELOPMENT DISTRICT AND A RECIPIENT OF PUBLIC FUNDS AS SUCH EMPLOYEE OR OFFICER, DO HEREBY SOLEMNLY SWEAR OR AFFIRM THAT I WILL SUPPORT THE CONSTITUTION OF THE UNITED STATES AND OF THE STATE OF FLORIDA.

_____
Board Supervisor

ACKNOWLEDGMENT OF OATH BEING TAKEN

STATE OF FLORIDA
COUNTY OF _____

The foregoing oath was administered before me by means of ☐ physical presence or ☐ online notarization on this ___ day of _____, 20__, by _____, who is personally known to me or has produced _____ as identification, and is the person described in and who took the aforementioned oath as a Member of the Board of Supervisors of Sunrise Community Development District and acknowledged to and before me that he/she took said oath for the purposes therein expressed.

(NOTARY SEAL)

_____
Notary Public, State of Florida

Print Name: _____

Commission No.: _____ Expires: _____

MAILING ADDRESS: ☐ Home ☐ Office County of Residence _____

_____ _____ _____
Street Phone Fax

_____ _____
City, State, Zip Email Address

SUNRISE

COMMUNITY DEVELOPMENT DISTRICT

4

RESOLUTION 2025-01

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

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

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

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

SECTION 1. The following is/are elected as Officer(s) of the District effective May 29, 2025:

_____ is elected Chair

_____ is elected Vice Chair

_____ is elected Assistant Secretary

_____ is elected Assistant Secretary

_____ is elected Assistant Secretary

Chris Conti _____ is elected Assistant Secretary

SECTION 2. The following Officer(s) shall be removed as Officer(s) as of May 29, 2025:

_____ _____

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

Craig Wrathell is Secretary

Cindy Cerbone is Assistant Secretary

Craig Wrathell is Treasurer

Jeffrey Pinder is Assistant Treasurer

PASSED AND ADOPTED THIS 29TH DAY OF MAY, 2025.

ATTEST:

SUNRISE COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary/Assistant Secretary

_____
Chair/Vice Chair, Board of Supervisors

SUNRISE

COMMUNITY DEVELOPMENT DISTRICT

5

RESOLUTION 2025-02

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

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

WHEREAS, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

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

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2025/2026 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location:

DATE: _____

HOUR: _____

LOCATION: Susan Broom Kilmer Branch Library
101 Melody Lane
Fort Pierce, Florida 34950

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT.** The District Manager is hereby directed to submit a copy of the Proposed Budget to St. Lucie County at least 60 days prior to the hearing set above.

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

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

6. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

7. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 29TH DAY OF MAY, 2025.

ATTEST:	**SUNRISE COMMUNITY DEVELOPMENT DISTRICT**
_____	_____
Secretary/Assistant Secretary	Chair/Vice Chair, Board of Supervisors

Exhibit A: Proposed Fiscal Year 2025/2026 Budget

Exhibit A: Proposed Fiscal Year 2025/2026 Budget

SUNRISE
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2026

SUNRISE
COMMUNITY DEVELOPMENT DISTRICT
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SUNRISE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2026

	Fiscal Year 2025				
	Adopted Budget FY 2025	Actual through 3/31/2025	Projected through 9/30/2025	Total Actual & Projected	Proposed Budget FY 2026
REVENUES					
Landowner contribution	93,290	9,262	59,963	69,225	$ 94,665
Total revenues	93,290	9,262	59,963	69,225	94,665
EXPENDITURES					
Professional & administrative					
Management/accounting/recording**	48,000	12,000	12,000	24,000	48,000
Legal	25,000	192	24,808	25,000	25,000
Engineering	2,000	-	2,000	2,000	2,000
Audit	5,500	-	5,500	5,500	5,500
Arbitrage rebate calculation*	500	-	-	-	500
Dissemination agent*	2,000	-	-	-	2,000
Telephone	200	100	100	200	200
Postage	500	-	500	500	500
Printing & binding	500	250	250	500	500
Legal advertising	1,750	-	1,750	1,750	1,750
Annual special district fee	175	175	-	175	175
Insurance	5,500	5,000	-	5,000	6,125
Contingencies/bank charges	750	862	800	1,662	1,500
Website hosting & maintenance	705	-	705	705	705
Website ADA compliance	210	-	210	210	210
Total expenditures	93,290	18,579	48,623	67,202	94,665
Excess/(deficiency) of revenues over/(under) expenditures	-	(9,317)	11,340	2,023	-
Fund balance - beginning (unaudited)	-	(2,023)	(11,340)	(2,023)	-
Fund balance - ending (projected)					
Unassigned	-	(11,340)	-	-	-
Fund balance - ending	$ -	$ (11,340)	$ -	$ -	$ -

*These items will be realized when bonds are issued.
**WHA will charge a reduced management fee of $2,000 per month until bonds are issued.

SUNRISE
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES

EXPENDITURES

Professional & administrative

Management/accounting/recording**	$ 48,000
Wrathell, Hunt and Associates, LLC (WHA), specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all of the District's governmental requirements. WHA develops financing programs, administers the issuance of tax exempt bond financings, operates and maintains the assets of the community.	
Legal	25,000
General counsel and legal representation, which includes issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.	
Engineering	2,000
The District's Engineer will provide construction and consulting services, to assist the District in crafting sustainable solutions to address the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.	
Audit	5,500
Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.	
Arbitrage rebate calculation*	500
To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.	
Dissemination agent*	2,000
The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934. Wrathell, Hunt & Associates serves as dissemination agent.	
Telephone	200
Postage	500
Telephone and fax machine.	
Printing & binding	500
Mailing of agenda packages, overnight deliveries, correspondence, etc.	
Legal advertising	1,750
Letterhead, envelopes, copies, agenda packages	
Annual special district fee	175
The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.	
Insurance	6,125
Contingencies/bank charges	1,500
Bank charges and other miscellaneous expenses incurred during the year and automated AP routing etc.	
Website hosting & maintenance	705
Website ADA compliance	210
Total expenditures	$ 94,665

*These items will be realized when bonds are issued.
**WHA will charge a reduced management fee of $2,000 per month until bonds are issued.

SUNRISE

COMMUNITY DEVELOPMENT DISTRICT

6

RESOLUTION 2025-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SUNRISE COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT FOR REMAINDER OF FISCAL YEAR 2024/2025 AND PROVIDING FOR AN EFFECTIVE DATE

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

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

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

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

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

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

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

PASSED AND ADOPTED this 29th day of May, 2025.

ATTEST**:**

SUNRISE COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary/Assistant Secretary

_____
Chair/Vice Chair, Board of Supervisors

EXHIBIT "A"

SUNRISE COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE		
LOCATION *Susan Broom Kilmer Branch Library, 101 Melody Lane, Fort Pierce, Florida 34950*		
DATE	**POTENTIAL DISCUSSION/FOCUS**	**TIME**
June __, 2025	**Regular Meeting**	**___:___ AM/PM**
July __, 2025	**Regular Meeting**	**___:___ AM/PM**
August __, 2025	**Regular Meeting**	**___:___ AM/PM**
September __, 2025	**Regular Meeting**	**___:___ AM/PM**

SUNRISE

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2025-04

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

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

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

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

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

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

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

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

PASSED AND ADOPTED this 29th day of May, 2025.

ATTEST**:**

SUNRISE COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary/Assistant Secretary

_____
Chair/Vice Chair, Board of Supervisors

EXHIBIT "A"

SUNRISE COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2025/2026 MEETING SCHEDULE		
LOCATION *Susan Broom Kilmer Branch Library, 101 Melody Lane, Fort Pierce, Florida 34950*		
DATE	**POTENTIAL DISCUSSION/FOCUS**	**TIME**
October __, 2025	**Regular Meeting**	**___:___ AM/PM**
November __, 2025	**Regular Meeting**	**___:___ AM/PM**
December __, 2025	**Regular Meeting**	**___:___ AM/PM**
January __, 2026	**Regular Meeting**	**___:___ AM/PM**
February __, 2026	**Regular Meeting**	**___:___ AM/PM**
March __, 2026	**Regular Meeting**	**___:___ AM/PM**
April __, 2026	**Regular Meeting**	**___:___ AM/PM**
May __, 2026	**Regular Meeting**	**___:___ AM/PM**
June __, 2026	**Regular Meeting**	**___:___ AM/PM**
July __, 2026	**Regular Meeting**	**___:___ AM/PM**
August __, 2026	**Regular Meeting**	**___:___ AM/PM**
September __, 2026	**Regular Meeting**	**___:___ AM/PM**

SUNRISE

COMMUNITY DEVELOPMENT DISTRICT

8

RESOLUTION 2025-05

A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE SUNRISE COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE LOCATION OF THE LOCAL DISTRICT RECORDS OFFICE AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the District is statutorily required to designate a local district records office location for the purposes of affording citizens the ability to access the District's records, promoting the disclosure of matters undertaken by the District, and ensuring that the public is informed of the activities of the District in accordance with Chapter 119 and Section 190.006(7), *Florida Statutes*.

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

SECTION 1. The District's local records office shall be located at: _____
_____
_____.

SECTION 2. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this ___ day of _____, 2025.

ATTEST:

SUNRISE COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary/Assistant Secretary

_____
Chair/Vice Chair, Board of Supervisors

SUNRISE

COMMUNITY DEVELOPMENT DISTRICT

9

RESOLUTION 2025-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SUNRISE COMMUNITY DEVELOPMENT DISTRICT RATIFYING THE AMENDMENT TO RESOLUTION 2024-21 TO RE-SET THE DATE, TIME AND LOCATION OF THE PUBLIC HEARING TO CONSIDER AND HEAR COMMENT ON THE ADOPTION OF RULES OF PROCEDURE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Sunrise Community Development District ("District") was established by an ordinance adopted by the City Commission of the City of Fort Pierce, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure improvements; and

WHEREAS, on June 17, 2024, at a duly noticed public meeting, the District's Board of Supervisors ("Board") adopted Resolution 2024-21, setting a public hearing to consider and hear comment on the adoption of Rules of Procedure for 12:00 p.m. on August 29, 2024, at the Susan Broom Kilmer (formerly Fort Pierce) Branch Library, 101 Melody Lane, Fort Pierce, Florida 34950; and

WHEREAS, the Board desired to change the date, time and location of the public hearing to ___:___ _.m. on _____, 2025, at Susan Broom Kilmer Branch Library, 101 Melody Lane, Fort Pierce, Florida 34950; and

WHEREAS, the District Secretary has caused the notice of the public hearing, with the new date, to be published consistent with the requirements of Chapter 120, *Florida Statutes*.

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

SECTION 1. RATIFICATION OF PUBLIC HEARING DATE RESET. The actions of the Board in resetting the public hearing and the District Secretary in publishing the notice of public hearing are hereby ratified. Resolution 2024-21 is hereby amended to reflect that the public hearing to adopt the District's Rules of Procedure as declared in Resolution 2024-21 is reset to:

Date: _____
Time: _____
Location: Susan Broom Kilmer Branch Library
101 Melody Lane, Fort Pierce
Florida 34950

SECTION 2. RESOLUTION 2024-21 OTHERWISE REMAINS IN FULL FORCE AND EFFECT. Except as otherwise provided herein, all of the provisions of Resolution 2024-21 continues in full force and effect.

SECTION 3. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect upon its passage and adoption by the Board.

PASSED AND ADOPTED this 29th day of May, 2025.

ATTEST:

SUNRISE COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary/Assistant Secretary

By:_____

Its:_____

SUNRISE

COMMUNITY DEVELOPMENT DISTRICT

10A

RESOLUTION 2025-07

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

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

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

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

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

1. PUBLIC HEARING. A Public Hearing will be held on the District's intent to adopt the Uniform Method on:

Date: _____

Time: _____

Location: Susan Broom Kilmer Branch Library
101 Melody Lane, Fort Pierce
Florida 34950

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

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

PASSED AND ADOPTED this 29th day of May 2025.

ATTEST**:**

SUNRISE COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary/Assistant Secretary

_____
Chair/Vice Chair, Board of Supervisors

SUNRISE

COMMUNITY DEVELOPMENT DISTRICT

10C

SUNRISE
COMMUNITY DEVELOPMENT DISTRICT

Master Special Assessment
Methodology Report

May 28, 2024

Provided by:

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

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1.0 Introduction

1.1 Purpose

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

1.2 Scope of the Report

This Report presents the projections for financing the District's Capital Improvement Plan described in the Engineer's Report developed by Mills Short & Associates, LLC (the "District Engineer") and dated May 14, 2024 (the "Engineer's Report"), as well as describes the method for the allocation of special benefits and the apportionment of special assessment debt resulting from the provision and funding of the CIP.

1.3 Special Benefits and General Benefits

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

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

The CIP will provide public infrastructure improvements which are all necessary in order to make the lands within the District developable and saleable. The installation of such improvements will cause the

value of the developable and saleable lands within the District to increase by more than the sum of the financed cost of the individual components of the CIP. Even though the exact value of the benefits provided by the CIP is hard to estimate at this point, it is nevertheless greater than the costs associated with providing the same.

1.4 Organization of the Report

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

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

Section Four discusses the financing program for the District.

Section Five introduces the special assessment methodology for the District.

2.0 Development Program

2.1 Overview

The District will serve the Sunrise development, a master planned residential development located entirely within St. Lucie County, Florida (the "Development"). The land within the District consists of approximately 475.61 +/- acres and is generally located south of Okeechobee Road, west of Interstate 95 and north of W. Midway Road.

2.2 The Development Program

The development of Sunrise is anticipated to be conducted by Sunrise Residential, LLC, or an affiliated entity (the “Developer”). Based upon the information provided by the Developer and the District Engineer, the current development plan envisions 712 Townhomes, 369 Single-family 40’ units, 346 Single-family 50’ units, and 163 Single-family 60’ units for a total of 1,590 residential units to be developed over a multi-year period in one or more development phases, although unit numbers, land use types and phasing may change throughout the development period. Table 1 in the *Appendix* illustrates the current development plan for Sunrise.

3.0 The Capital Improvement Plan

3.1 Overview

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

3.2 Capital Improvement Plan

The public infrastructure improvements which are part of the CIP and are needed to serve the Development are projected to consist of master improvements which will serve all of the lands in the District. The District, however, reserves the right to create distinct assessment areas to coincide with the phases of development. The CIP will consist of public roadways, public sitework and storm drainage, water and sewer utilities, hardscaping, landscaping, and irrigation, differential cost of undergrounding conduit, amenities, on-site wetland conservation, and off-site improvements, along with contingency and professional services costs which cumulatively are estimated by the District Engineer at $51,976,195.

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

Table 2 in the *Appendix* illustrates the specific components of the CIP.

4.0 Financing Program

4.1 Overview

As noted above, the District is embarking on a program of capital improvements which will facilitate the development of lands within the District. Generally, construction of public improvements is either funded by the Developer and then acquired by the District or funded directly by the District. As of the time of writing of this Report, the District will most likely acquire completed improvements from the Developer, although the District maintains the complete flexibility to

either acquire the public infrastructure from the Developer or construct it, or even partly acquire it and partly construct it.
Even though the actual financing plan may change to include multiple series of bonds, it is likely that in order to fully fund costs of the CIP as described in *Section 3.2* in one financing transaction, the District would have to issue approximately $72,770,000 in par amount of special assessment bonds (the "Bonds").

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

4.2 Types of Bonds Proposed

The proposed financing plan for the District provides for the issuance of the Bonds in the approximate principal amount of $72,770,000 to finance approximately $51,976,195 in CIP costs. The Bonds as projected under this financing plan would be structured to be amortized in 30 annual installments following a 24-month capitalized interest period. Interest payments on the Bonds would be made every May 1 and November 1, and principal payments on the Bonds would be made either on May 1 or on November 1.

In order to finance the improvements and other costs, the District would need to borrow more funds and incur indebtedness in the total amount of approximately $72,770,000. The difference is comprised of funding a debt service reserve, capitalized interest, underwriter's discount and costs of issuance. Preliminary sources and uses of funding and assumptions for the Bonds are presented in Table 3 in the *Appendix*.

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

5.0 Assessment Methodology

5.1 Overview

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

5.2 Benefit Allocation

The most current development plan anticipates the development of 712 Townhomes, 369 Single-family 40' units, 346 Single-family 50' units, and 163 Single-family 60' units for a total of 1,590 residential units to be developed over a multi-year period in one or more development phases, although unit numbers and land use types may change throughout the development period.

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

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

As stated previously, the public infrastructure improvements included in the CIP have a logical connection to the special and peculiar benefits received by the land within the District, as without such improvements, the development of the properties within the District

would not be possible. Based upon the connection between the improvements and the special and peculiar benefits to the land within the District, the District can assign or allocate a portion of the District's debt through the imposition of non-ad valorem assessments, to the land receiving such special and peculiar benefits. Even though these special and peculiar benefits are real and ascertainable, the precise amount of the benefit cannot yet be calculated with mathematical certainty. However, such benefit is more valuable than either the cost of, or the actual non-ad valorem assessment levied for, the improvement or debt allocated to that parcel of land.

The benefit associated with the CIP of the District is proposed to be allocated to the different product types within the District in proportion to the density of development and intensity of use of the infrastructure as measured by a standard unit called an Equivalent Residential Unit ("ERU"). Table 4 in the *Appendix* illustrates the ERU weights that are proposed to be assigned to the product types, based on the relative density of development and the intensity of use of master infrastructure, the total ERU counts for each unit type, and the share of the benefit received by each unit type.

The rationale behind different ERU weights is supported by the fact that generally and on average product types with a greater density and greater intensity of use of infrastructure, such as large single-family lots, will use and benefit from the District's improvements more than product types with lesser density and lesser intensity of use of infrastructure, generally and on average product types with lesser density and lesser intensity of use of infrastructure produce less storm water runoff, may produce fewer vehicular trips, and may need less water/sewer capacity than product types with greater density and greater intensity of use of infrastructure. Additionally, the value of the product types with greater density and greater intensity of use of infrastructure is likely to appreciate by more in terms of dollars than that of the product types with lesser density and lesser intensity of use of infrastructure as a result of the implementation of the CIP. As the exact amount of the benefit and appreciation is not possible to be calculated at this time, the use of ERU measures serves as a reasonable approximation of the relative amount of benefit received by the different product types from the District's improvements.

If at any time, any portion of the property within the District is sold or otherwise transferred to a unit of local, state, or federal government (without consent of such governmental unit to the imposition of Bond Assessments (hereinafter defined) thereon), or similarly exempt

entity, all future unpaid Bond Assessments for such tax parcel shall become due and payable immediately prior to such transfer.

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

5.3 Assigning Debt

The Bond Assessments associated with repayment of the Bonds will initially be levied on all of the gross acres of land in the District. Consequently, the Bond Assessments will initially be levied on approximately 475.61 +/- gross acres on an equal pro-rata gross acre basis and thus the total bonded debt in the amount of $72,770,000 will be preliminarily levied on approximately 475.61 +/- gross acres at a rate of $153,003.51 per acre.

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

Further, to the extent that any residential land which has not been platted is sold to another developer or builder, the Bond Assessments will be assigned to such parcel at the time of the sale based upon the development rights associated with such parcel that are transferred from seller to buyer. The District shall provide an estoppel or similar document to the buyer evidencing the amount of Bond Assessments transferred at sale.

5.4 Lienability Test: Special and Peculiar Benefit to the Property

As first discussed in *Section 1.3*, Special Benefits and General Benefits, public infrastructure improvements undertaken by the District create special and peculiar benefits to certain properties within the District. The District's improvements benefit assessable properties within the District and accrue to all such assessable properties on an ERU basis.

Public infrastructure improvements undertaken by the District can be shown to be creating special and peculiar benefits to the property

within the District. The special and peculiar benefits resulting from each improvement include, but are not limited to:

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

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

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

A reasonable estimate of the proportion of special and peculiar benefits received from the improvements is delineated in Table 4 (expressed as ERU factors) in the *Appendix*.

The apportionment of the Bond Assessments is fair and reasonable because it was conducted on the basis of consistent application of the methodology described in *Section 5.2* across all assessable property within the District according to reasonable estimates of the special and peculiar benefits derived from the CIP by different product types.

5.6 True-Up Mechanism

The District's assessment program is predicated on the development of lots in a manner sufficient to include all of the planned ERUs as set forth in Table 1 in the *Appendix* ("Development Plan"). At such time as lands are to be platted (or re-platted) or site plans are to be approved (or re-approved), the plat or site plan (either, herein, "Proposed Plat") shall be presented to the District for a "true-up" review as follows:

a. If a Proposed Plat results in the same amount of ERUs (and thus Bond Assessments) able to be imposed on the "Remaining Unplatted Lands" (i.e., those remaining unplatted lands after the Proposed Plat is recorded) as compared to what was originally contemplated under the Development Plan, then the District shall

allocate the Bond Assessments to the product types being platted and the remaining property in accordance with this Report, and cause the Bond Assessments to be recorded in the District's Improvement Lien Book.

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

c. If a Proposed Plat results in a lower amount of ERUs (and thus Bond Assessments) able to be imposed on the Remaining Unplatted Lands as compared to what was originally contemplated under the Development Plan, then the District shall require the landowner(s) of the lands encompassed by the Proposed Plat to pay a "True-Up Payment" equal to the difference between: (i) the Bond Assessments originally contemplated to be imposed on the lands subject to the Proposed Plat, and (ii) the Bond Assessments able to be imposed on the lands subject to the Proposed Plat, after the Proposed Plat (plus applicable interest, collection costs, penalties, etc.).

With respect to the foregoing true-up analysis, the District's Assessment Consultant, in consultation with the District Engineer, District Counsel and the District's Bond Counsel, shall determine in his or her sole discretion what amount of ERUs (and thus Bond Assessments) are able to be imposed on the Remaining Unplatted Lands, taking into account a Proposed Plat, by reviewing: a) the original, overall development plan showing the number and type of units reasonably planned for the Development, b) the revised, overall development plan showing the number and type of units reasonably planned for the Development, c) proof of the amount of entitlements for the Remaining Unplatted Lands, d) evidence of allowable zoning conditions that would enable those entitlements to be placed in accordance with the revised development plan, and e) documentation that shows the feasibility of implementing the proposed development plan. Prior to any decision by the District not to impose a true-up payment, a supplemental methodology shall be produced demonstrating that there will be sufficient Bond Assessments to pay debt service on the applicable series of bonds and the District will conduct new proceedings under Chapters 170, 190 and 197, Florida Statutes upon the advice of District Counsel.

Any True-Up Payment shall become due and payable that tax year by the landowner of the lands subject to the Proposed Plat, shall be in addition to the regular Bond Assessment installment payable for such lands, and shall constitute part of the Bond Assessment liens imposed against the Proposed Plat property until paid. A True-Up Payment shall include accrued interest on the applicable bond series to the interest payment date that occurs at least 45 days after the True-Up Payment (or the second succeeding interest payment date if such True-Up Payment is made within forty-five (45) calendar days before an interest payment date (or such other time as set forth in the supplemental indentures for the applicable bond series)).

All Bond Assessments levied run with the land, and such Bond Assessment liens include any True-Up Payments. The District will not release any liens on property for which True-Up Payments are due, until provision for such payment has been satisfactorily made. Further, upon the District's review of the final plat for the developable acres, any unallocated Bond Assessments shall become due and payable and must be paid prior to the District's approval of that plat. This true-up process applies for both plats and/or re-plats.

Such review shall be limited solely to the function and the enforcement of the District's Bond Assessment liens and/or true-up agreements. Nothing herein shall in any way operate to or be construed as providing any other plat approval or disapproval powers to the District. For further detail on the true-up process, please refer to the True-Up Agreement and applicable assessment resolution(s).

5.7 Assessment Roll

The Bond Assessments of $72,770,000 are proposed to be levied over the area described in Exhibit "A". Excluding any capitalized interest period, Bond Assessments shall be paid in thirty (30) annual principal installments.

5.8 Additional Items Regarding Bond Assessment Imposition and Allocation

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

methodology described herein, and shall be described in one or more supplemental reports.

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

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

No Bond Assessments will be allocated herein to any public or private amenities or other common areas planned for the Development. Such amenities and common areas will be owned and operated by the District and/or master homeowners' association. If owned by a homeowners' association, the amenities will be considered a common element for the exclusive benefit of property owners. Alternatively, if owned by the District, the amenities will be available for use by the public, subject to the District's rules and policies. Accordingly, any benefit to the amenities and common areas flows directly to the benefit of all property in the District. As such, no Bond Assessments will be assigned to the amenities and common areas.

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

6.0 Additional Stipulations

6.1 Overview

Wrathell, Hunt and Associates, LLC was retained by the District to prepare a methodology to fairly allocate the special assessments related to the District's CIP. Certain financing, development and engineering data was provided by members of District Staff and/or the Developer. The allocation methodology described herein was based on information provided by those professionals. Wrathell, Hunt and Associates, LLC makes no representations regarding said information transactions beyond restatement of the factual information necessary for compilation of this report. For additional information on the Bond structure and related items, please refer to the Offering Statement associated with this transaction.

Wrathell, Hunt and Associates, LLC does not represent the District as a Municipal Advisor or Securities Broker nor is Wrathell, Hunt and Associates, LLC registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, Wrathell, Hunt and Associates, LLC does not provide the District with financial advisory services or offer investment advice in any form.

7.0 Appendix

Table 1

Sunrise

Community Development District

Development Plan

Product Type	Total Number of Units
Townhome	712
Single Family 40'	369
Single Family 50'	346
Single Family 60'	163
Total	**1,590**

Table 2

Sunrise

Community Development District

Project Costs

Improvement	Total Costs
Public Roadways	$5,025,711
Public Sitework and Storm Drainage	$15,077,133
Water and Sewer Utilities	$10,051,422
Hardscaping, Landscaping, and Irrigation	$10,956,820
Differential Cost of Undergrounding Conduit	$300,000
Amenities	$2,340,000
On-site Wetland Conservation	*Negligible*
Off-site Improvements	$1,000,000
Professional Services	$2,500,000
Contingency	$4,725,109
Total	**$51,976,195**

Table 3

Sunrise

Community Development District

Preliminary Sources and Uses of Funds

Sources	
Bond Proceeds:	
Par Amount	$72,770,000.00
Total Sources	**$72,770,000.00**
Uses	
Project Fund Deposits:	
Project Fund	$51,976,195.00
Other Fund Deposits:	
Debt Service Reserve Fund	$6,463,972.33
Capitalized Interest Fund	$11,643,200.00
Delivery Date Expenses:	
Costs of Issuance	$2,683,100.00
Rounding	$3,532.67
Total Uses	**$72,770,000.00**

Financing Assumptions

Coupon Rate: 8%
Capitalized Interest Period: 24 months
Term: 30 Years
Underwriter's Discount: 3%
Cost of Issuance: $500,000

Table 4

Sunrise

Community Development District

Benefit Allocation

Product Type	Total Number of Units	ERU Weight	Total ERU
Townhome	712	0.35	249.20
Single Family 40'	369	1.00	369.00
Single Family 50'	346	1.25	432.50
Single Family 60'	163	1.50	244.50
Total	**1,590**		**1,295.20**

Table 5

Sunrise

Community Development District

Assessment Apportionment

Product Type	Total Number of Units	Total Cost Allocation*	Total Bond Assessment Apportionment	Bond Assessment Apportionment per Unit	Annual Debt Service Payment per Unit**
Townhome	712	$10,000,361.18	$14,001,145.77	$19,664.53	$1,746.75
Single Family 40'	369	$14,807,918.43	$20,732,033.66	$56,184.37	$4,990.71
Single Family 50'	346	$17,356,164.56	$24,299,741.35	$70,230.47	$6,238.39
Single Family 60'	163	$9,811,750.83	$13,737,079.22	$84,276.56	$7,486.07
Total	**1,590**	**$51,976,195.00**	**$72,770,000.00**		

* Please note that cost allocations to units herein are based on the ERU benefit allocation illustrated in Table 4

**Does not include county collection costs or early collection discount allowance.

EXHIBIT “A”

Bond Assessments in the estimated amount of $72,770,000 are proposed to be levied uniformly over the area described below:

EXHIBIT A

DESCRIPTION TO ACCOMPANY SKETCH
MIDWAY ROAD FT. PIERCE, FL 34981

(NOT VALID WITHOUT SHEETS 1 & 2)

LEGAL DESCRIPTION: PROPOSED PHASE 1

A PARCEL OF LAND LYING IN SECTION 3, TOWNSHIP 36 SOUTH, RANGE 39 EAST AND SECTIONS 34 AND 35, TOWNSHIP 35 SOUTH, RANGE 39 EAST ST. LUCIE COUNTY, FLORIDA SAID PARCEL DESCRIBED AS FOLLOWS;

BEGIN AT THE NORTH QUARTER CORNER OF SAID SECTION 3; THENCE NORTH 00 DEGREES 00 MINUTES 43 SECONDS EAST, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 34, A DISTANCE OF 1318.99 FEET; THENCE NORTH 89 DEGREES 53 MINUTES 41 SECONDS EAST, A DISTANCE OF 625.35 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 40 SECONDS WEST, A DISTANCE OF 1319.04 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 34; THENCE NORTH 89 DEGREES 53 MINUTES 24 SECONDS EAST, ALONG SAID NORTH LINE OF THE SOUTH HALF OF SECTION 34, A DISTANCE OF 1987.60 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 35; THENCE SOUTH 00 DEGREES 12 MINUTES 49 SECONDS EAST, ALONG SAID WEST LINE, A DISTANCE OF 49.00 FEET; THENCE NORTH 89 DEGREES 41 MINUTES 25 SECONDS EAST, A DISTANCE OF 39.01 FEET; THENCE SOUTH 00 DEGREES 14 MINUTES 24 SECONDS WEST, A DISTANCE OF 1685.37 FEET; THENCE SOUTH 86 DEGREES 53 MINUTES 06 SECONDS EAST, A DISTANCE OF 84.33 FEET: THENCE SOUTH 88 DEGREES 41 MINUTES 54 SECONDS EAST, A DISTANCE OF 121.00 FEET; THENCE NORTH 89 DEGREES 04 MINUTES 29 SECONDS EAST, A DISTANCE OF 123.04 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 03 SECONDS EAST, A DISTANCE OF 685.11 FEET; THENCE SOUTH 89 DEGREES 52 MINUTES 41 SECONDS WEST, A DISTANCE OF 1285.30 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE, TO A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 200 FEET AND A CHORD OF 42.38 FEET THAT BEARS SOUTH 75 DEGREES 08 MINUTES 32 SECONDS WEST; THENCE SOUTH 69 DEGREES 51 MINUTES 21 SECONDS WEST, A DISTANCE OF 436.07 FEET; THENCE SOUTH 70 DEGREES 01 MINUTES 38 SECONDS WEST A DISTANCE OF 239.69 FEET; THENCE SOUTH THENCE SOUTH 32 DEGREES 37 MINUTES 47 SECONDS EAST, A DISTANCE OF 27.81 FEET; THENCE SOUTH 89 DEGREES 53 MINUTES 55 SECONDS WEST, A DISTANCE OF 1026.52 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 3; THENCE NORTH 00 DEGREES 12 MINUTES 49 SECONDS WEST, A DISTANCE OF 49.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 141.58 ACRES (CALCULATED-TOTAL PHASE 1)

SURVEYORS NOTES:

1. THIS DESCRIPTION IS BASED UPON A SURVEY BY GSS SURVEYING & MAPPING, LLC, DATED 12–15–23.
2. THIS SKETCH EXISTS SOLELY FOR THE PURPOSE OF ILLUSTRATING THE LEGAL DESCRIPTION TO WHICH IT IS ATTACHED.
3. ALL DIMENSIONS ARE CALCULATED UNLESS OTHERWISE NOTED.
4. THIS SKETCH MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS IN CHAPTER 5J17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

GSS SURVEYING & MAPPING, LLC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 8006

Terry H. Drum
Date: 2023.12.19 13:12:00 -05'00'

TERRY H. DRUM
License Number LS5597
STATE OF FLORIDA
Professional Surveyor and Mapper

PROFESSIONAL SURVEYOR AND MAPPER IN RESPONSIBLE CHARGE

TERRY H. DRUM PROFESSIONAL SURVEYOR AND MAPPER NO. 5597
OR
DAVID M. JONES, PROFESSIONAL SURVEYOR AND MAPPER NO. 3909

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OR DIGITAL SIGNATURE AND DIGITAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

THIS IS NOT A BOUNDARY SURVEY

UPDATES and/or REVISIONS	NEW PHASE LINES 12–18–2023			
DATE 10–17–2023				PREPARED FOR: CROWDER USA

JOB #: 22–0337 SKETCH–DESC PHASE 1	
DRAWN BY: EAD	
CHECKED BY: THD	
FIELD BOOK: N/A	
PAGE: 1 OF 2	
FIELD DATE: N/A	

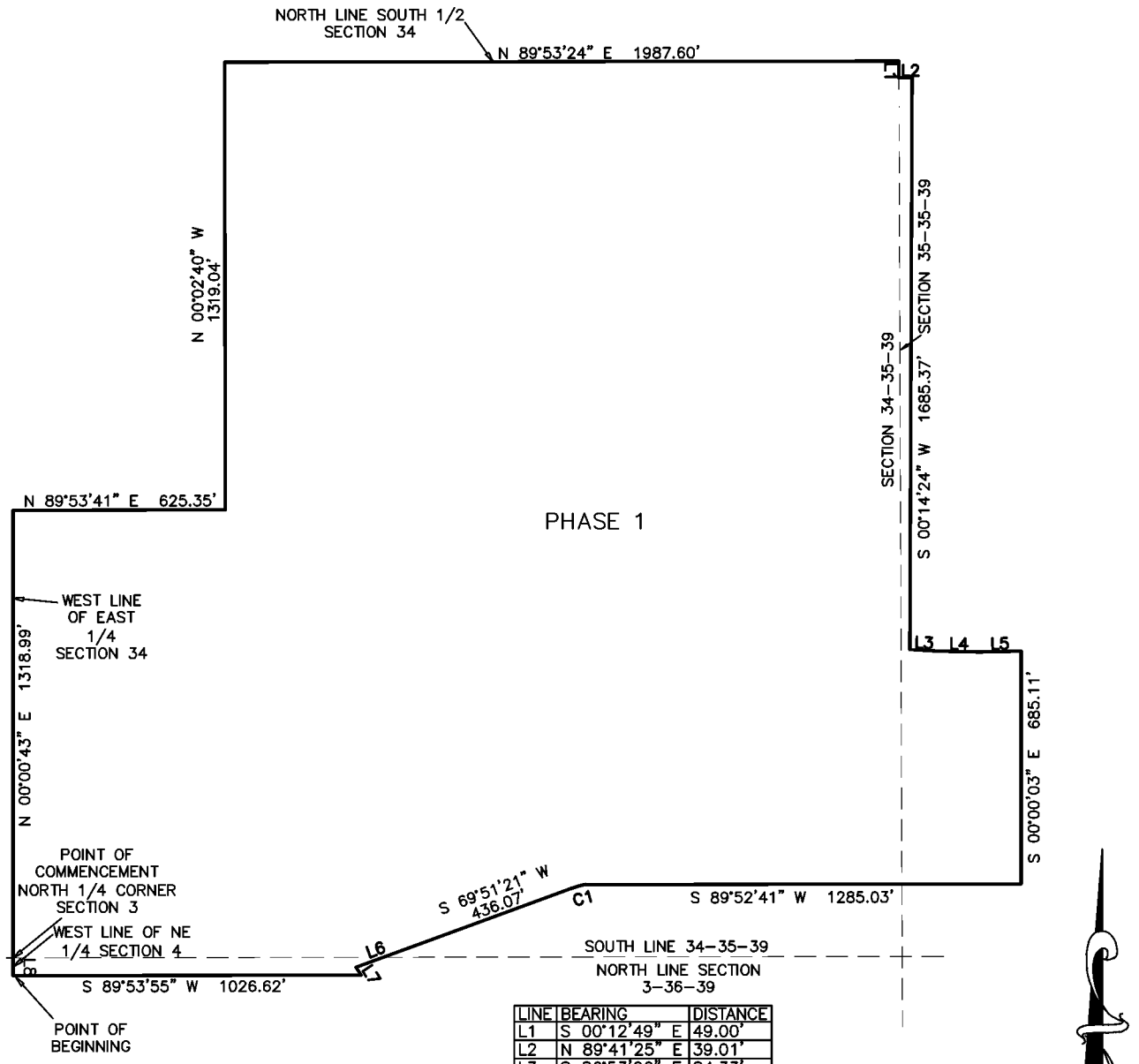
GSS Surveying and Mapping, LLC
700 22nd Place
Suite 2A
Vero Beach, FL 32960
772-696-5300

GSS

GSS Surveying and Mapping, LLC
4620 Lipscomb St NE
Suite 2
Palm Bay, FL 32905
321-914-3978

SKETCH TO ACCOMPANY DESCRIPTION
MIDWAY ROAD FT. PIERCE, FL 34981

(NOT VALID WITHOUT SHEETS 1 & 2)



LINE	BEARING	DISTANCE
L1	S 00°12'49" E	49.00'
L2	N 89°41'25" E	39.01'
L3	S 86°53'06" E	84.33'
L4	S 88°41'54" E	121.00'
L5	S 89°04'29" W	123.04'
L6	S 70°01'38" W	239.69'
L7	S 32°37'47" E	27.81'
L8	N 00°16'38" W	52.50'

CURVE	RADIUS	CHORD LENGTH	CHORD BEARING
C1	200.00'	42.38'	S 75°08'32" W

SCALE 1:500 (1" = 500')

THIS IS NOT A BOUNDARY SURVEY

UPDATES and/or REVISIONS	NEW PHASE LINES 12-15-2023			
DATE 10-03-2023				PREPARED FOR: CROWDER USA

JOB #: 22-0337 SKETCH-DESC PHASE 1
DRAWN BY: EAD
CHECKED BY: THD
FIELD BOOK: N/A
PAGE: 2 OF 2
FIELD DATE: N/A

GSS Surveying and Mapping, LLC
700 22nd Place
Suite 2A
Vero Beach, FL 32960
772-696-5300

GSS Surveying and Mapping, LLC
4620 Lipscomb St NE
Suite 2
Palm Bay, FL 32905
321-914-3978

DESCRIPTION TO ACCOMPANY SKETCH
MIDWAY ROAD FT. PIERCE, FL 34981

(NOT VALID WITHOUT SHEETS 1 & 2)

LEGAL DESCRIPTION: PROPOSED PHASE 1A

A PARCEL OF LAND LYING IN SECTION 3, TOWNSHIP 36 SOUTH, RANGE 39 EAST AND SECTION 34, TOWNSHIP 35 SOUTH, RANGE 39 EAST ST. LUCIE COUNTY, FLORIDA SAID PARCEL DESCRIBED AS FOLLOWS;

COMMENCE AT THE NORTH QUARTER CORNER OF SAID SECTION 3; THENCE SOUTH 89 DEGREES 43 MINUTES 22 SECONDS WEST, ALONG THE NORTH LINE OF SAID SECTION, A DISTANCE OF 78.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE SOUTH 00 DEGREES 16 MINUTES 38 SECONDS EAST, A DISTANCE OF 1017.69 FEET, TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 1123.85 FEET AND A CHORD OF 878.97 FEET THAT BEARS SOUTH 25 DEGREES 50 MINUTES 33 SECONDS WEST; THENCE SOUTHERLY, TO A POINT OF NON-TANGENT REVERSE CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 955.00 FEET AND A CHORD OF 760.92 FEET; BEARS SOUTH 23 DEGREES 28 MINUTES 39 SECONDS WEST; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 99.84 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF MIDWAY ROAD A 70.00 FOOT PUBLIC RIGHT OF WAY; THENCE SOUTH 89 DEGREES 48 MINUTES 08 SECONDS WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 622.37 FEET; THENCE NORTH 00 DEGREES 18 MINUTES 53 SECONDS WEST, A DISTANCE OF 2622.25 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 3 AND A POINT ON THE SOUTH LINE OF SAID SECTION 34; THENCE NORTH 00 DEGREES 04 MINUTES 51 SECONDS EAST, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 34, A DISTANCE OF 1318.47 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 34; THENCE NORTH 89 DEGREES 59 MINUTES 41 SECONDS EAST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 1288.71 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 43 SECONDS WEST, A DISTANCE OF 1319.22 FEET, TO THE POINT OF BEGINNING.

CONTAINING 103.84 ACRES (CALCULATED-TOTAL PHASE 1A)

SURVEYORS NOTES:

1. THIS DESCRIPTION IS BASED UPON A SURVEY BY GSS SURVEYING & MAPPING, LLC, DATED 12-15-23.
2. THIS SKETCH EXISTS SOLELY FOR THE PURPOSE OF ILLUSTRATING THE LEGAL DESCRIPTION TO WHICH IT IS ATTACHED.
3. ALL DIMENSIONS ARE CALCULATED UNLESS OTHERWISE NOTED.
4. THIS SKETCH MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS IN CHAPTER 5J17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

GSS SURVEYING & MAPPING, LLC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 8006

Terry H. Drum

Date: 2023.12.19 13:10:21 -05'00'

TERRY H. DRUM License Number LS5597 STATE OF FLORIDA Professional Surveyor and Mapper

PROFESSIONAL SURVEYOR AND MAPPER IN RESPONSIBLE CHARGE

TERRY H. DRUM PROFESSIONAL SURVEYOR AND MAPPER NO. 5597
OR
DAVID M. JONES, PROFESSIONAL SURVEYOR AND MAPPER NO. 3909

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OR DIGITAL SIGNATURE AND DIGITAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

THIS IS NOT A BOUNDARY SURVEY

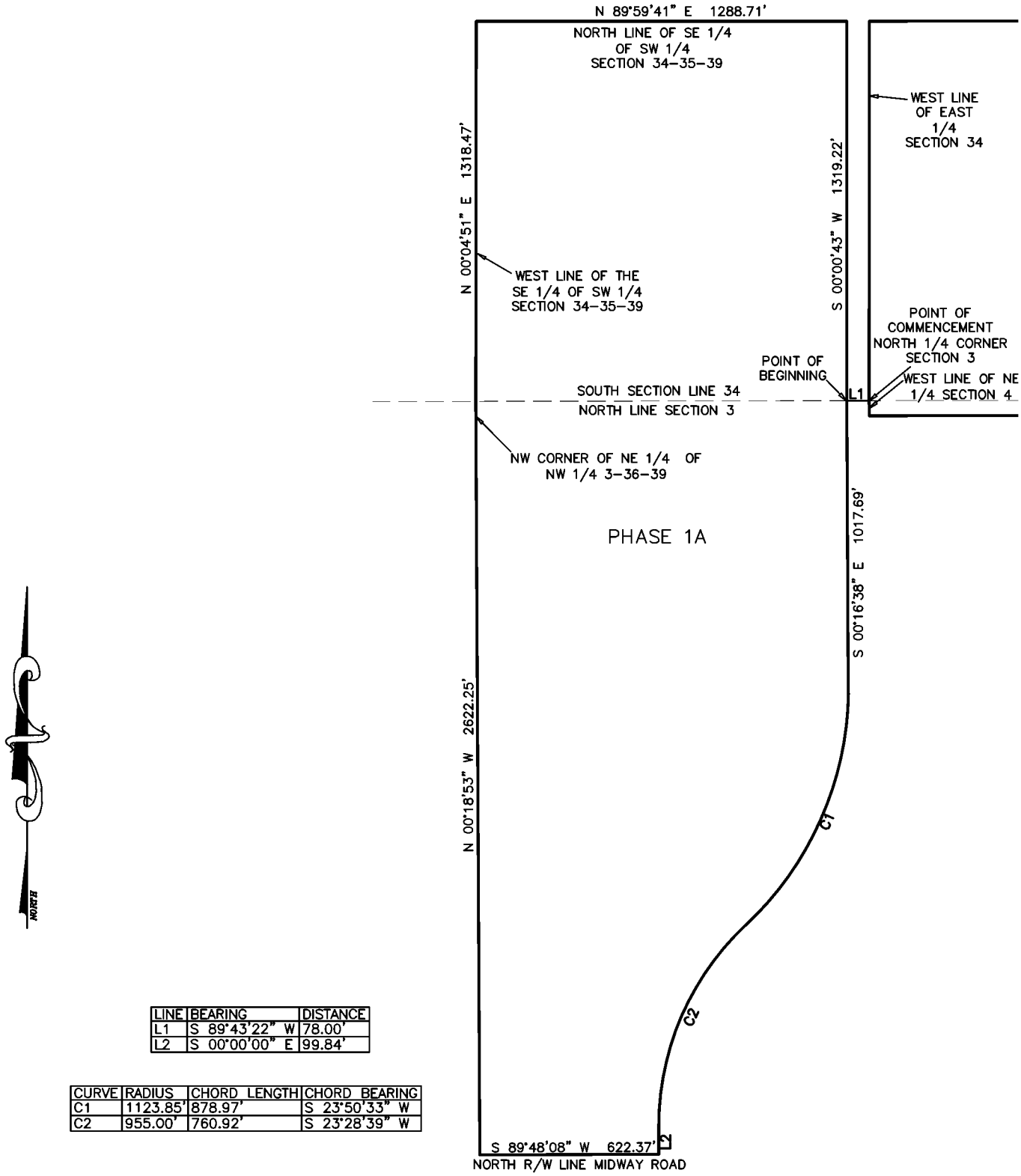
UPDATES and/or REVISIONS	NEW PHASE LINES 12-18-2023			
DATE 10-17-2023				PREPARED FOR: CROWDER USA

JOB #: 22-0337 SKETCH-DESC PHASE 1A	
DRAWN BY: EAD	
CHECKED BY: THD	
FIELD BOOK: N/A	
PAGE: 1 OF 2	
FIELD DATE: N/A	

GSS Surveying and Mapping, LLC
700 22nd Place
Suite 2A
Vero Beach, FL 32960
772-696-5300

GSS Surveying and Mapping, LLC
4620 Lipscomb St NE
Suite 2
Palm Bay, FL 32905
321-914-3978

SKETCH TO ACCOMPANY DESCRIPTION
MIDWAY ROAD FT. PIERCE, FL 34981
(NOT VALID WITHOUT SHEETS 1 & 2)



LINE	BEARING	DISTANCE
L1	S 89°43'22" W	78.00'
L2	S 00°00'00" E	99.84'

CURVE	RADIUS	CHORD LENGTH	CHORD BEARING
C1	1123.85'	878.97'	S 23°50'33" W
C2	955.00'	760.92'	S 23°28'39" W

SCALE 1:500 (1" = 500')

THIS IS NOT A BOUNDARY SURVEY

UPDATES and/or REVISIONS	NEW PHASE LINES 12-18-2023			
DATE 10-03-2023				PREPARED FOR: CROWDER USA

JOB #: 22-0337 SKETCH-DESC PHASE 1A
DRAWN BY: EAD
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PAGE: 2 OF 2
FIELD DATE: N/A

GSS Surveying and Mapping, LLC
700 22nd Place
Suite 2A
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772-696-5300

GSS Surveying and Mapping, LLC
4620 Lipscomb St NE
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Palm Bay, FL 32905
321-914-3978

DESCRIPTION TO ACCOMPANY SKETCH
MIDWAY ROAD FT. PIERCE, FL 34981

(NOT VALID WITHOUT SHEETS 1 & 2)

LEGAL DESCRIPTION: PROPOSED PHASE 2

A PARCEL OF LAND LYING IN SECTION 35, TOWNSHIP 35 SOUTH, RANGE 39 EAST ST. LUCIE COUNTY, FLORIDA SAID PARCEL DESCRIBED AS FOLLOWS;

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTH HALF OF SAID SECTION 35; THENCE SOUTH 00 DEGREES 12 MINUTES 49 SECONDS EAST, ALONG THE WEST LINE OF SAID SECTION 35, A DISTANCE OF 49.00 FEET; THENCE NORTH 89 DEGREES 41 MINUTES 25 SECONDS EAST, A DISTANCE OF 39.01 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE CONTINUE NORTH 89 DEGREES 41 MINUTES 25 SECONDS EAST, A DISTANCE OF 1055.61 FEET; THENCE SOUTH 00 DEGREES 05 MINUTES 10 SECONDS EAST, A DISTANCE OF 1522.58 FEET; THENCE SOUTH 72 DEGREES 14 MINUTES 58 SECONDS WEST, A DISTANCE OF 102.87 FEET; THENCE SOUTH 63 DEGREES 39 MINUTES 20 SECONDS WEST, A DISTANCE OF 96.44 FEET; THENCE SOUTH 33 DEGREES 07 MINUTES 50 SECONDS WEST, A DISTANCE OF 58.53 FEET; THENCE SOUTH 72 DEGREES 02 MINUTES 43 SECONDS WEST, A DISTANCE OF 165.88 FEET; THENCE SOUTH 84 DEGREES 17 MINUTES 53 SECONDS WEST, A DISTANCE OF 300.02 FEET; THENCE SOUTH 88 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 64.06 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 03 SECONDS WEST, A DISTANCE OF 32.52 FEET; THENCE SOUTH 89 DEGREES 04 MINUTES 29 SECONDS WEST, A DISTANCE OF 123.04 FEET; THENCE NORTH 88 DEGREES 41 MINUTES 54 SECONDS WEST, A DISTANCE OF 121.00 FEET; THENCE NORTH 86 DEGREES 53 MINUTES 06 SECONDS WEST, A DISTANCE OF 84.33 FEET; THENCE NORTH 00 DEGREES 14 MINUTES 24 SECONDS EAST, A DISTANCE OF 1685.37 FEET TO THE POINT OF BEGINNING.

CONTAINING 40.63 ACRES (CALCULATED-TOTAL PHASE 2)

SURVEYORS NOTES:

1. THIS DESCRIPTION IS BASED UPON A SURVEY BY GSS SURVEYING & MAPPING, LLC, DATED 12–15–23.
2. THIS SKETCH EXISTS SOLELY FOR THE PURPOSE OF ILLUSTRATING THE LEGAL DESCRIPTION TO WHICH IT IS ATTACHED.
3. ALL DIMENSIONS ARE CALCULATED UNLESS OTHERWISE NOTED.
4. THIS SKETCH MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS IN CHAPTER 5J17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

GSS SURVEYING & MAPPING, LLC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 8006

Terry H. Drum
Date: 2023.12.19 12:53:50 -05'00'

TERRY H. DRUM
License Number LS5597
STATE OF FLORIDA
Professional Surveyor and Mapper

PROFESSIONAL SURVEYOR AND MAPPER IN RESPONSIBLE CHARGE

TERRY H. DRUM PROFESSIONAL SURVEYOR AND MAPPER NO. 5597
OR
DAVID M. JONES, PROFESSIONAL SURVEYOR AND MAPPER NO. 3909

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OR DIGITAL SIGNATURE AND DIGITAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

THIS IS NOT A BOUNDARY SURVEY

UPDATES and/or REVISIONS	NEW PHASE LINES 12–18–2023			
DATE 10–17–2023				PREPARED FOR: CROWDER USA

JOB # 22–0337 SKETCH–DESC PHASE 2	
DRAWN BY: EAD	
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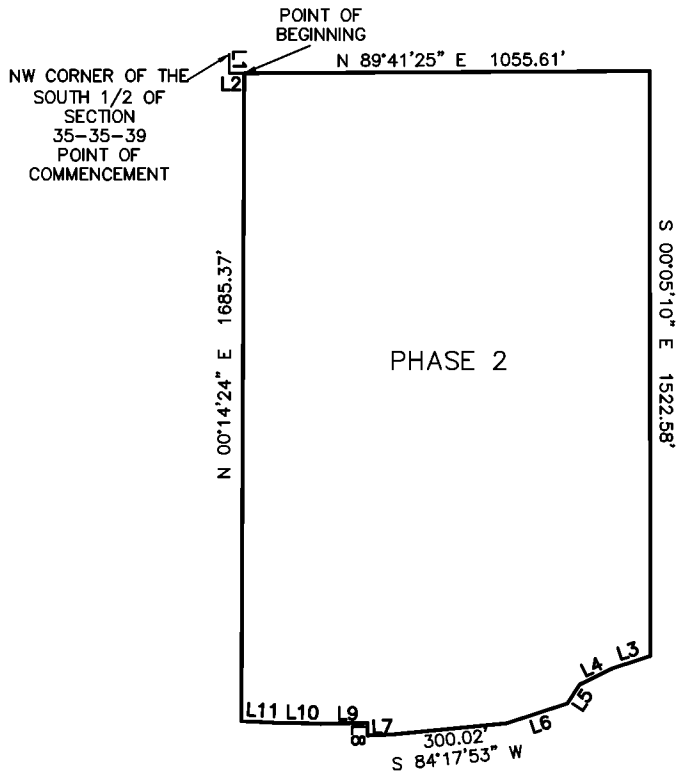
PAGE: 1 OF 2	
FIELD DATE: N/A	

GSS Surveying and Mapping, LLC
700 22nd Place
Suite 2A
Vero Beach, FL 32960
772-696-5300

GSS Surveying and Mapping, LLC
4620 Lipscomb St NE
Suite 2
Palm Bay, FL 32905
321-914-3978

SKETCH TO ACCOMPANY DESCRIPTION
MIDWAY ROAD FT. PIERCE, FL 34981

(NOT VALID WITHOUT SHEETS 1 & 2)



LINE	BEARING	DISTANCE
L1	S 00°12'49" E	49.00'
L2	N 89°41'25" E	39.01'
L3	S 72°14'58" W	102.87'
L4	S 63°39'20" W	96.44'
L5	S 33°07'50" W	58.53'
L6	S 72°02'43" W	165.88'
L7	S 88°00'00" W	64.06'
L8	N 00°00'03" W	32.52'
L9	S 89°04'29" W	123.04'
L10	N 88°41'54" W	121.00'
L11	N 86°53'06" W	84.33'

SCALE 1:500 (1" = 500')

THIS IS NOT A BOUNDARY SURVEY

UPDATES and/or REVISIONS	NEW PHASE LINES 12-18-2023			
DATE 10-03-2023				PREPARED FOR: CROWDER USA

JOB #: 22-0337 SKETCH-DESC PHASE 2
DRAWN BY: EAD
CHECKED BY: THD
FIELD BOOK: N/A
PAGE: 2 OF 2
FIELD DATE: N/A

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Suite 2A
Vero Beach, FL 32960
772-696-5300

GSS Surveying and Mapping, LLC
4620 Lipscomb St NE
Suite 2
Palm Bay, FL 32905
321-914-3978

DESCRIPTION TO ACCOMPANY SKETCH
MIDWAY ROAD FT. PIERCE, FL 34981

(NOT VALID WITHOUT SHEETS 1 & 2)

LEGAL DESCRIPTION: PROPOSED PHASE 2A

A PARCEL OF LAND LYING IN SECTIONS 2 AND 3, TOWNSHIP 36 SOUTH, RANGE 39 EAST AND SECTIONS 34 AND 35, TOWNSHIP 35 SOUTH, RANGE 39 EAST ST. LUCIE COUNTY, FLORIDA SAID PARCEL DESCRIBED AS FOLLOWS;

COMMENCE AT THE NORTH QUARTER CORNER OF SAID SECTION 3; THENCE SOUTH 00 DEGREES 16 MINUTES 38 SECONDS EAST, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 3, A DISTANCE OF 52.50 FEET; THENCE NORTH 89 DEGREES 53 MINUTES 55 SECONDS EAST, A DISTANCE OF 1026.62 FEET; THENCE NORTH 32 DEGREES 37 MINUTES 47 SECONDS WEST, A DISTANCE OF 27.81 TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE NORTH 70 DEGREES 01 MINUTES 38 SECONDS EAST FOR A DISTANCE OF 239.69 FEET; THENCE NORTH 69 DEGREES 51 MINUTES 21 SECONDS EAST, A DISTANCE OF 436.07 FEET; TO THE POINT OF CURVATURE OF A NON TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 200 FEET AND A CHORD OF 42.38 BEARS NORTH 75 DEGREES 08 MINUTES 32 SECONDS EAST; THENCE NORTH 89 DEGREES 52 MINUTES 41 SECONDS EAST, A DISTANCE OF 1285.03 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 46 SECONDS EAST A DISTANCE OF 481.49 FEET; THENCE SOUTH 89 DEGREES 49 MINUTES 40 SECONDS WEST, A DISTANCE OF 159.71 FEET; THENCE SOUTH 00 DEGREES 19 MINUTES 30 SECONDS EAST, A DISTANCE OF 142.45 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 335.00 FEET AND A CHORD OF 347.89 FEET THAT BEARS SOUTH 30 DEGREES 57 MINUTES 23 SECONDS WEST; THENCE SOUTH 62 DEGREES 14 MINUTES 13 SECONDS WEST, A DISTANCE OF 139.15 FEET; THENCE SOUTH 01 DEGREES 36 MINUTES 31 SECONDS WEST, A DISTANCE OF 142.19 FEET; THENCE SOUTH 53 DEGREES 38 MINUTES 14 SECONDS WEST, A DISTANCE OF 58.71 FEET; THENCE SOUTH 84 DEGREES 57 MINUTES 33 SECONDS WEST, A DISTANCE OF 146.97 FEET; THENCE SOUTH 02 DEGREES 17 MINUTES 44 SECONDS WEST, A DISTANCE OF 332.85 FEET; THENCE SOUTH 31 DEGREES 36 MINUTES 57 SECONDS WEST, A DISTANCE OF 78.35 FEET; THENCE SOUTH 60 DEGREES 56 MINUTES 11 SECONDS WEST, A DISTANCE OF 335.12 FEET; THENCE NORTH 32 DEGREES 37 MINUTES 47 SECONDS WEST, A DISTANCE OF 1773.83 FEET TO THE POINT OF BEGINNING.

CONTAINING 46.04 ACRES (CALCULATED-TOTAL PHASE 2A)

SURVEYORS NOTES:

1. THIS DESCRIPTION IS BASED UPON A SURVEY BY GSS SURVEYING & MAPPING, LLC, DATED 08-18-23.
2. THIS SKETCH EXISTS SOLELY FOR THE PURPOSE OF ILLUSTRATING THE LEGAL DESCRIPTION TO WHICH IT IS ATTACHED.
3. ALL DIMENSIONS ARE CALCULATED UNLESS OTHERWISE NOTED.
4. THIS SKETCH MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS IN CHAPTER 5J17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

GSS SURVEYING & MAPPING, LLC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 8006

Terry H. Drum
Date: 2023.12.18 15:09:35 -05'00'

TERRY H. DRUM
License Number LS5597
STATE OF FLORIDA
Professional Surveyor and Mapper

PROFESSIONAL SURVEYOR AND MAPPER IN RESPONSIBLE CHARGE

TERRY H. DRUM PROFESSIONAL SURVEYOR AND MAPPER NO. 5597
OR
DAVID M. JONES, PROFESSIONAL SURVEYOR AND MAPPER NO. 3909

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OR DIGITAL SIGNATURE AND DIGITAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

THIS IS NOT A BOUNDARY SURVEY

UPDATES and/or REVISIONS	NEW PHASE LINES 12-18-2023			
DATE 10-17-2023				PREPARED FOR: CROWDER USA

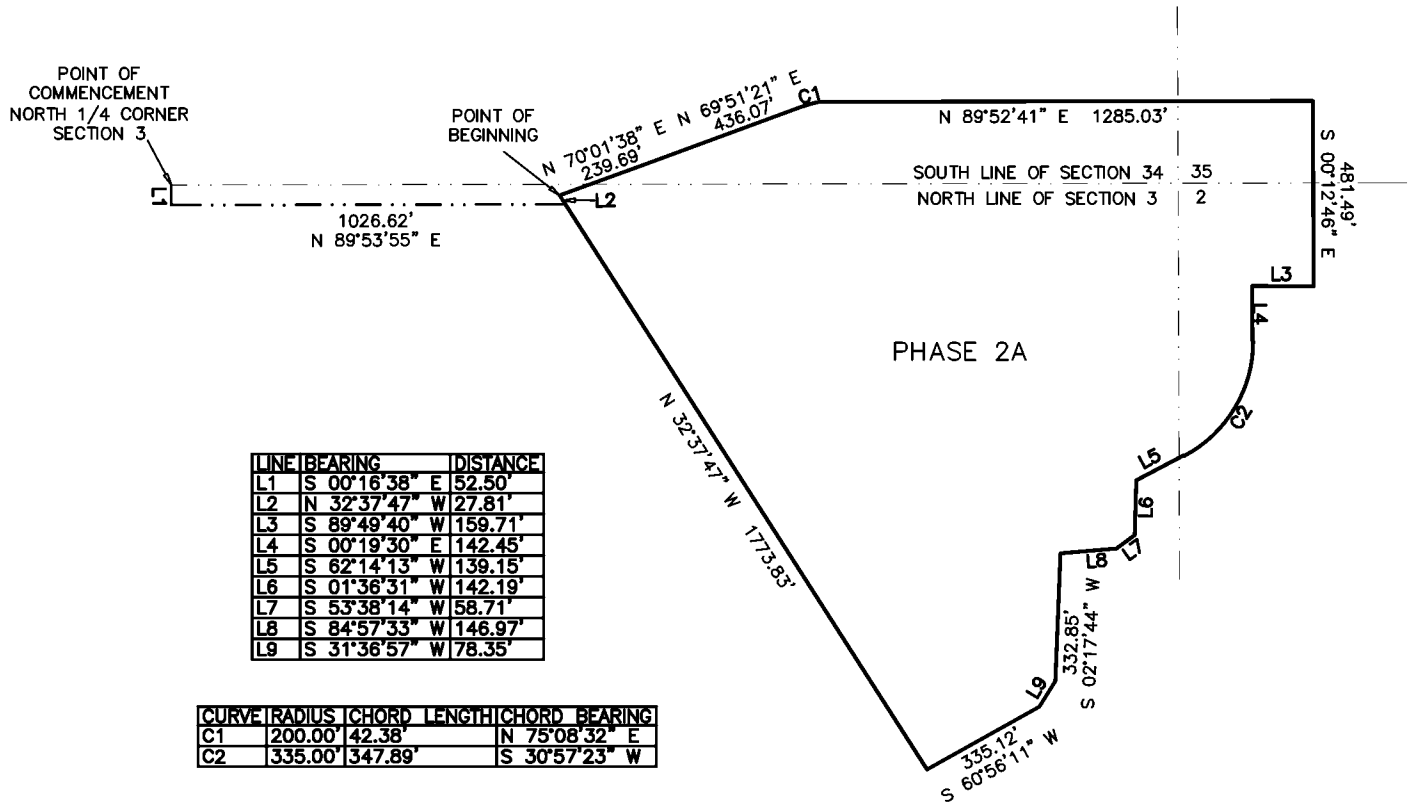
JOB #: 22-0337 SKETCH-DESC PHASE 2A	
DRAWN BY: EAD	
CHECKED BY: THD	
FIELD BOOK: N/A	
PAGE: 1 OF 2	
FIELD DATE: N/A	

GSS Surveying and Mapping, LLC
700 22nd Place
Suite 2A
Vero Beach, FL 32960
772-696-5300

GSS Surveying and Mapping, LLC
4620 Lipscomb St NE
Suite 2
Palm Bay, FL 32905
321-914-3978

SKETCH TO ACCOMPANY DESCRIPTION
MIDWAY ROAD FT. PIERCE, FL 34981

(NOT VALID WITHOUT SHEETS 1 & 2)



LINE	BEARING	DISTANCE
L1	S 00°16'38" E	52.50'
L2	N 32°37'47" W	27.81'
L3	S 89°49'40" W	159.71'
L4	S 00°19'30" E	142.45'
L5	S 62°14'13" W	139.15'
L6	S 01°36'31" W	142.19'
L7	S 53°38'14" W	58.71'
L8	S 84°57'33" W	146.97'
L9	S 31°36'57" W	78.35'

CURVE	RADIUS	CHORD LENGTH	CHORD BEARING
C1	200.00'	42.38'	N 75°08'32" E
C2	335.00'	347.89'	S 30°57'23" W

SCALE 1:500 (1" = 500')

THIS IS NOT A BOUNDARY SURVEY

UPDATES and/or REVISIONS	NEW PHASE LINES 12-18-2023			
DATE 10-03-2023				PREPARED FOR: CROWDER USA

JOB #: 22-0337 SKETCH-DESC PHASE 2A
DRAWN BY: EAD
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FIELD BOOK: N/A
PAGE: 2 OF 2
FIELD DATE: N/A

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Vero Beach, FL 32960
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Suite 2
Palm Bay, FL 32905
321-914-3978

DESCRIPTION TO ACCOMPANY SKETCH
MIDWAY ROAD FT. PIERCE, FL 34981

(NOT VALID WITHOUT SHEETS 1 & 2)

LEGAL DESCRIPTION: PROPOSED PHASE 3

A PARCEL OF LAND LYING IN SECTION 2, TOWNSHIP 36 SOUTH, RANGE 39 EAST AND SECTION 35, TOWNSHIP 35 SOUTH, RANGE 39 EAST ST. LUCIE COUNTY, FLORIDA SAID PARCEL DESCRIBED AS FOLLOWS;

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER SAID SECTION 35; THENCE SOUTH 00 DEGREES 12 MINUTES 44 SECONDS EAST, ALONG THE WEST LINE OF SAID SECTION 35 A DISTANCE OF 49.00 FEET; THENCE NORTH 88 DEGREES 41 MINUTES 25 SECONDS EAST, A DISTANCE OF 1094.61 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE CONTINUE NORTH 89 DEGREES 41 MINUTES 25 SECONDS EAST, A DISTANCE OF 609.66 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 1440.77 FEET; THENCE SOUTH 89 DEGREES 36 MINUTES 37 SECONDS EAST, A DISTANCE OF 234.08 FEET; THENCE NORTH 74 DEGREES 49 MINUTES 07 SECONDS EAST, A DISTANCE OF 212.43 FEET; THENCE NORTH 53 DEGREES 09 MINUTES 01 SECONDS EAST, A DISTANCE OF 120.88 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 1068.91 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 02 SECONDS WEST, A DISTANCE OF 1879.92 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 03 SECONDS WEST, A DISTANCE OF 652.59 FEET; THENCE NORTH 88 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 64.06 FEET; THENCE NORTH 84 DEGREES 17 MINUTES 53 SECONDS EAST A DISTANCE OF 300.02; THENCE NORTH 72 DEGREES 02 MINUTES 43 SECONDS EAST A DISTANCE OF 165.88 FEET; THENCE NORTH 33 DEGREES 07 MINUTES 50 SECONDS EAST A DISTANCE OF 58.53 FEET; THENCE NORTH 63 DEGREES 39 MINUTES 20 SECONDS EAST A DISTANCE 96.44 FEET; THENCE NORTH 72 DEGREES 14 MINUTES 58 SECONDS EAST A DISTANCE OF 102.87 FEET; THENCE NORTH 00 DEGREES 05 MINUTES 10 SECONDS WEST A DISTANCE OF 1522.53 FEET TO THE POINT OF BEGINNING;

CONTAINING 57.34 ACRES (CALCULATED)

SURVEYORS NOTES:

1. THIS DESCRIPTION IS BASED UPON A SURVEY BY GSS SURVEYING & MAPPING, LLC, DATED 12-15-23.
2. THIS SKETCH EXISTS SOLELY FOR THE PURPOSE OF ILLUSTRATING THE LEGAL DESCRIPTION TO WHICH IT IS ATTACHED.
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GSS SURVEYING & MAPPING, LLC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 8006

Terry H. Drum

Date: 2023.12.19 13:05:33 -05'00'

TERRY H. DRUM
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THIS IS NOT A BOUNDARY SURVEY

UPDATES and/or REVISIONS	NEW PHASE LINES 12-18-2023			
DATE 10-17-2023				PREPARED FOR: CROWDER USA

JOB #: 22-0337 SKETCH-DESC PHASE 3
DRAWN BY: EAD
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PAGE: 1 OF 2
FIELD DATE: N/A

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700 22nd Place
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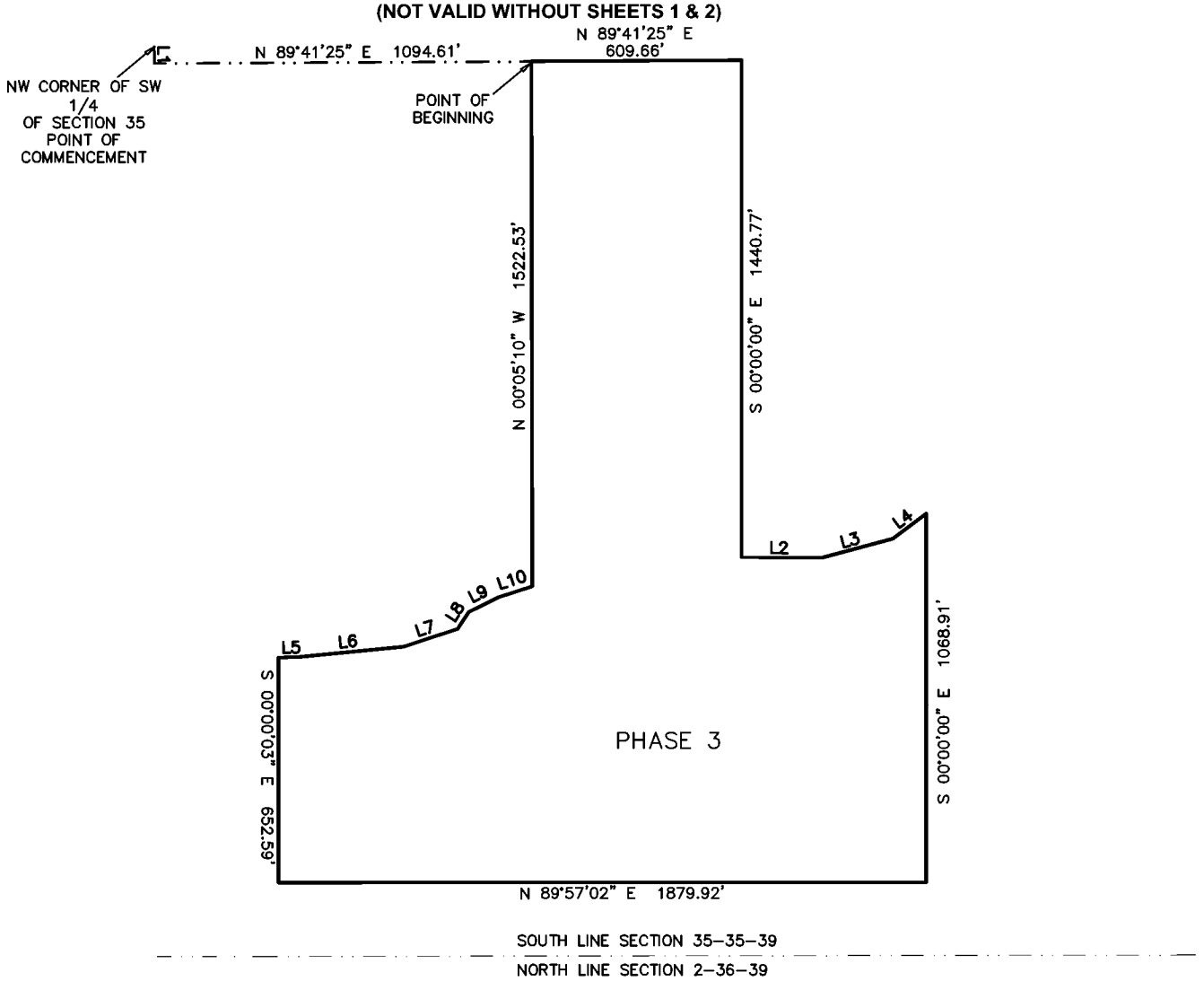
SKETCH TO ACCOMPANY DESCRIPTION
MIDWAY ROAD FT. PIERCE, FL 34981

(NOT VALID WITHOUT SHEETS 1 & 2)



LINE	BEARING	DISTANCE
L1	S 00°12'44" E	49.00'
L2	S 89°36'37" E	234.08'
L3	N 74°49'07" E	212.43'
L4	N 53°09'01" E	120.88'
L5	N 88°00'00" E	64.06'
L6	N 84°17'53" E	300.02'
L7	N 72°02'43" E	165.88'
L8	N 33°07'50" E	58.53'
L9	N 63°39'20" E	96.44'
L10	N 72°14'58" E	102.87'

SCALE 1:500 (1" = 500')

THIS IS NOT A BOUNDARY SURVEY

UPDATES and/or REVISIONS	NEW PHASE LINES 12-18-2023			
DATE 10-03-2023				PREPARED FOR: CROWDER USA

JOB #: 22-0337 SKETCH-DESC PHASE 3
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DESCRIPTION TO ACCOMPANY SKETCH
MIDWAY ROAD FT. PIERCE, FL 34981

(NOT VALID WITHOUT SHEETS 1 & 2)

LEGAL DESCRIPTION: PROPOSED PHASE 4

A PARCEL OF LAND LYING IN SECTION 35, TOWNSHIP 35 SOUTH, RANGE 39 EAST ST. LUCIE COUNTY, FLORIDA SAID PARCEL DESCRIBED AS FOLLOWS;

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 35; THENCE SOUTH 00 DEGREES 12 MINUTES 49 SECONDS EAST, ALONG THE WEST LINE OF SAID SECTION 35, A DISTANCE OF 49.00 FEET; THENCE NORTH 89 DEGREES 41 MINUTES 25 SECONDS EAST, A DISTANCE OF 1704.28 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE NORTH 89 DEGREES 41 MINUTES 25 SECONDS EAST, A DISTANCE OF 960.14 FEET; THENCE NORTH 00 DEGREES 07 MINUTES 01 SECONDS WEST, A DISTANCE OF 2.00 FEET; THENCE NORTH 89 DEGREES 48 MINUTES 11 SECONDS EAST, A DISTANCE OF 1750.19 FEET; TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD 9 (INTERSTATE 95) A VARIABLE WIDTH PUBLIC RIGHT OF WAY; THENCE BY THE FOLLOWING 3 COURSES, ALONG SAID RIGHT OF WAY LINE; THENCE SOUTH 41 DEGREES 34 MINUTES 47 SECONDS WEST, A DISTANCE OF 727.09 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 6062.43 FEET AND A CHORD OF 1988.27 FEET THAT BEARS SOUTH 32 DEGREES 19 MINUTES 46 SECONDS WEST; THENCE SOUTH 22 DEGREES 31 MINUTES 12 SECONDS WEST A DISTANCE OF 287.79 FEET. THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE NORTH 67 DEGREES 28 MINUTES 36 SECONDS WEST A DISTANCE OF 78.79 FEET TO A POINT OF A NON TANGENT CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 80.23 FEET CHORD OF 103.88 FEET BEARS NORTH 49 DEGREES 22 MINUTES 47 SECONDS WEST; THENCE SOUTH 89 DEGREES 18 MINUTES 37 SECONDS WEST A DISTANCE OF 366.81 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 1068.91 FEET; THENCE SOUTH 53 DEGREES 09 MINUTES 01 SECONDS WEST A DISTANCE OF 120.88 FEET; THENCE SOUTH 74 DEGREES 49 MINUTES 07 SECONDS WEST A DISTANCE OF 212.43 FEET; THENCE NORTH 89 DEGREES 36 MINUTES 37 SECONDS WEST A DISTANCE OF 234.08 FEET THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 1440.81 TO THE POINT OF BEGINNING.

CONTAINING 86.18 ACRES (CALCULATED)

SURVEYORS NOTES:

1. THIS DESCRIPTION IS BASED UPON A SURVEY BY GSS SURVEYING & MAPPING, LLC, DATED 12–15–23.
2. THIS SKETCH EXISTS SOLELY FOR THE PURPOSE OF ILLUSTRATING THE LEGAL DESCRIPTION TO WHICH IT IS ATTACHED.
3. ALL DIMENSIONS ARE CALCULATED UNLESS OTHERWISE NOTED.
4. THIS SKETCH MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS IN CHAPTER 5J17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

GSS SURVEYING & MAPPING, LLC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 8006

Terry H. Drum
Date: 2023.12.19 13:03:54 -05'00'

TERRY H. DRUM
License Number LS5597
STATE OF FLORIDA
Professional Surveyor and Mapper

PROFESSIONAL SURVEYOR AND MAPPER IN RESPONSIBLE CHARGE

TERRY H. DRUM PROFESSIONAL SURVEYOR AND MAPPER NO. 5597
OR
DAVID M. JONES, PROFESSIONAL SURVEYOR AND MAPPER NO. 3909

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OR DIGITAL SIGNATURE AND DIGITAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

THIS IS NOT A BOUNDARY SURVEY

UPDATES and/or REVISIONS	NEW PHASE LINES 12–18–2023			
DATE 10–17–2023				PREPARED FOR: CROWDER USA

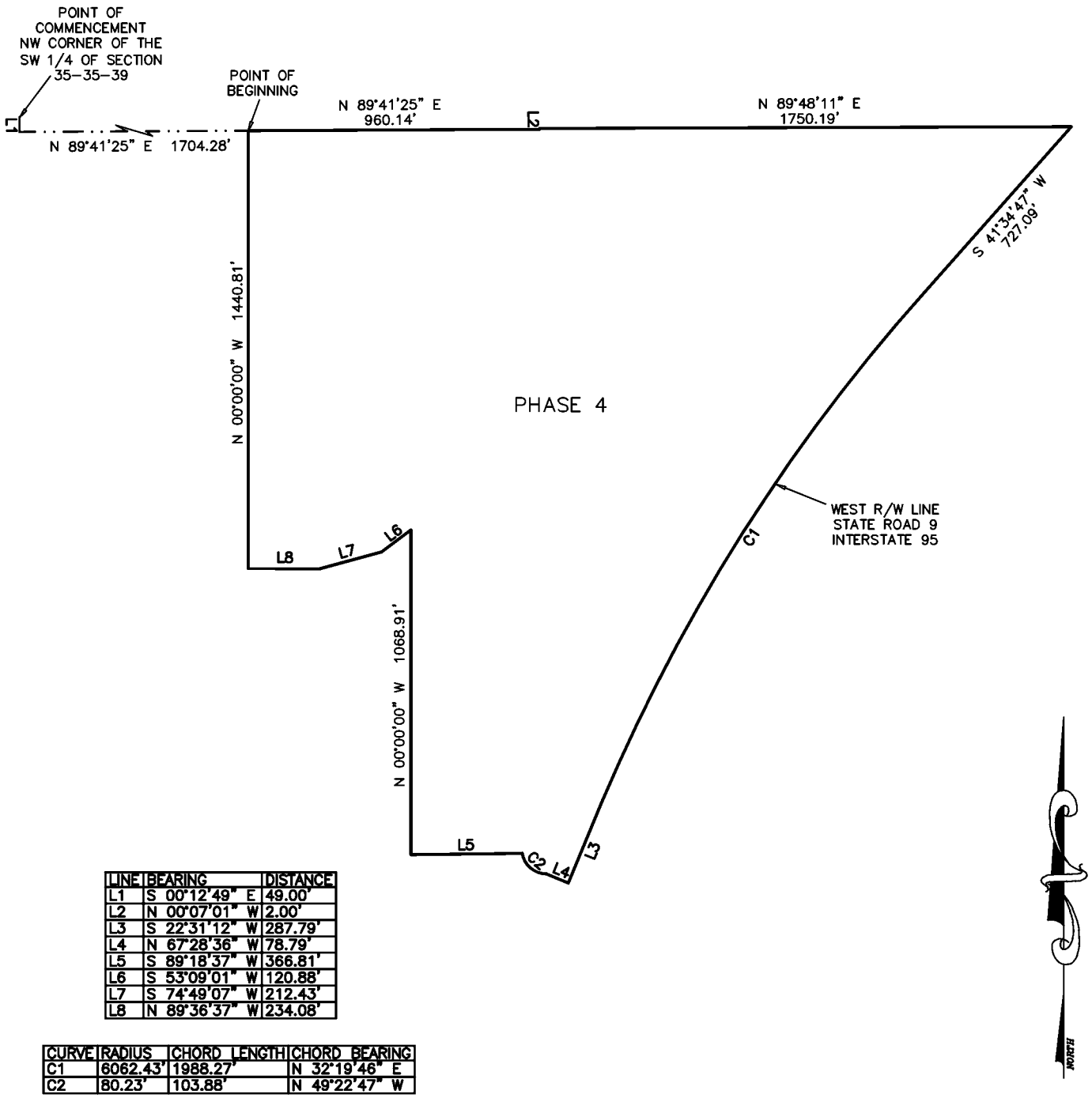
JOB #: 22–0337 SKETCH–DESC PHASE 4	
DRAWN BY: EAD	
CHECKED BY: THD	
FIELD BOOK: N/A	
PAGE: 1 OF 2	
FIELD DATE: N/A	

GSS Surveying and Mapping, LLC
700 22nd Place
Suite 2A
Vero Beach, FL 32960
772-696-5300

GSS Surveying and Mapping, LLC
4620 Lipscomb St NE
Suite 2
Palm Bay, FL 32905
321-914-3978

SKETCH TO ACCOMPANY DESCRIPTION
MIDWAY ROAD FT. PIERCE, FL 34981

(NOT VALID WITHOUT SHEETS 1 & 2)



LINE	BEARING	DISTANCE
L1	S 00°12'49" E	49.00'
L2	N 00°07'01" W	2.00'
L3	S 22°31'12" W	287.79'
L4	N 67°28'36" W	78.79'
L5	S 89°18'37" W	366.81'
L6	S 53°09'01" W	120.88'
L7	S 74°49'07" W	212.43'
L8	N 89°36'37" W	234.08'

CURVE	RADIUS	CHORD LENGTH	CHORD BEARING
C1	6062.43'	1988.27'	N 32°19'46" E
C2	80.23'	103.88'	N 49°22'47" W

SCALE 1:500 (1" = 500')

THIS IS NOT A BOUNDARY SURVEY

UPDATES and/or REVISIONS	NEW PHASE LINES 12-18-2023			
DATE 10-03-2023				PREPARED FOR: CROWDER USA

JOB #: 22-0337 SKETCH-DESC PHASE 4
DRAWN BY: EAD
CHECKED BY: THD
FIELD BOOK: N/A
PAGE: 2 OF 2
FIELD DATE: N/A

GSS Surveying and Mapping, LLC
700 22nd Place
Suite 2A
Vero Beach, FL 32960
772-696-5300

GSS Surveying and Mapping, LLC
4620 Lipscomb St NE
Suite 2
Palm Bay, FL 32905
321-914-3978

SUNRISE

COMMUNITY DEVELOPMENT DISTRICT

11

ACQUISITION AGREEMENT

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

WALTON ACQUISITIONS FL, LLC, a Florida limited liability company, with an address of 8800 N Gainey Center Dr., Suite 345, Scottsdale, Arizona 85258 ("**Developer**"), and

SUNRISE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose address is c/o 2300 Glades Road, suite 410w, Boca Raton, Florida 33431 ("**District**").

RECITALS

WHEREAS, the District was established by ordinance enacted by the City Commission of the City of Fort Pierce, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes,* as amended ("**Act**"), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the Act authorizes the District to issue bonds for the purpose, among others, of planning, financing, constructing, and acquiring certain infrastructure, roadways, stormwater management, utilities (water & sewer), offsite improvements, landscaping/lighting, and other infrastructure within or without the boundaries of the District; and

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

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

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

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

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

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

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

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

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

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

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

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

b. ***Costs –*** Subject to any applicable legal requirements (e.g., but not limited to, those laws governing the use of proceeds from tax exempt bonds), the

availability of proceeds from the Bonds, and the requirements of this Agreement, the District shall pay the lesser of (i) the actual cost of creation/construction of the Work Product or Improvements, and (ii) the fair market value of the Work Product or Improvements. The Developer shall provide copies of any and all invoices, bills, receipts, or other evidence of costs incurred by the Developer for any Work Product and/or Improvements. The District Engineer shall review all evidence of cost and shall certify to the District's Board of Supervisors (**"Board"**) whether the cost being paid is the lesser of (i) the actual cost of creation/construction of the Work Product or Improvements, and (ii) the fair market value of the Work Product or Improvements. The District Engineer's opinion as to cost shall be set forth in an Engineer's Certificate which shall accompany the requisition for the funds from the District's Trustee for the Bonds ("**Trustee**").

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

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

e. ***Transfers to Third Party Governments; Payment for Transferred Property –*** If any item acquired is to be conveyed to a third-party governmental body, then the Developer agrees to cooperate and provide such certifications, documents, bonds, warranties, and/or forms of security as may be required by that governmental body, if any. Further, the Developer shall make reasonable efforts to first transfer such Work Product and/or Improvements to the District

pursuant to the terms of this Agreement, and prior to the transfer of such Work Product and/or Improvements to the third-party governmental entity. Regardless, and subject to the terms of this Agreement, any transfer, dedication, conveyance or assignment of such Work Product and/or Improvements directly to a third-party governmental entity prior to the District's acquisition of the Work Product and/or Improvements shall be deemed a transfer to the District of such Work Product and/or Improvements and then a re-transfer to the third party governmental entity.

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

g. ***Engineer's Certification*** – The District shall accept any completed Work Product and/or Improvements where the District Engineer (or other consulting engineer reasonably acceptable to the District), in his/her professional opinion, is able to certify that, in addition to any other requirements of law: (i) the Work Product and/or Improvements are part of the Project; (ii) the price for such Work Product and/or Improvements did not exceed the lesser of the cost of creating the Work Product and/or Improvements or the fair market value of the Work Product and/or Improvements; (iii) as to Work Product, the Work Product is capable of being used for the purposes intended by the District, and, as to any Improvements, the Improvements were installed in accordance with their specifications, and are capable of performing the functions for which they were intended; and (iv) as to any Improvements, all known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities.

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

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

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

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

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

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

5. TAXES, ASSESSMENTS, AND COSTS.

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

title, based upon the expected assessment and millage rates giving effect to the greatest discount available for early payment.

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

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

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

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

6. ACQUISITIONS AND BOND PROCEEDS. The District may in the future, and in its sole discretion, elect to issue Bonds that may be used to finance portions of work acquired hereunder, as well as reimburse Advanced Funds. In the event that the District issues the Bonds and has bond proceeds available to pay for any portion of the Project acquired by the District, or any Advanced Funds, and subject to the terms of the applicable documents relating to the Bonds, then the District shall promptly make payment for any such acquired Work Product, Improvements or Real Property, or reimbursable Advanced Funds, pursuant to the terms of this Agreement; provided, however, that no such obligation shall exist where the Developer is in default on the payment of any debt service assessments due on any property owned by the

Developer, or is in default under any agreements between the Developer and the District, or, further, in the event the District's bond counsel determines that any such acquisitions or payments for Advanced Funds are not properly compensable for any reason, including, but not limited to federal tax restrictions imposed on tax-exempt financing. Interest shall not accrue on any amounts owed for any prior acquisitions, or Advanced Funds. Unless otherwise provided in an applicable trust indenture, and in the event the District does not or cannot issue sufficient bonds within five (5) years from the date of this Agreement to pay for all acquisitions hereunder, and reimburse Advanced Funds, and, thus does not make payment to the Developer for any unfunded acquisitions, or any unreimbursed Advanced Funds, then the parties agree that the District shall have no payment or reimbursement obligation whatsoever for those unfunded acquisitions, or unreimbursed Advanced Funds. The Developer acknowledges that the District may convey some or all of the Work Product and/or Improvements described in the Engineer's Report to a general purpose unit of local government (e.g., the County) and consents to the District's conveyance of such Work Product and/or Improvements prior to any payment being made by the District.

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

8. IMPACT FEE CREDITS. In connection with the District's capital improvement plan, the District may finance certain infrastructure that may generate impact fee credits. As set forth in the District's assessment proceedings, and in recognition of the uncertain market for such credits, and limited value, and as consideration for the District and the Developer undertaking the transactions involved with the District's Project and financing arrangements, the District and the Developer agree that the Developer may retain any such impact fee credits, provided that the Developer contributes a corresponding amount of Improvements, Work Product and/or Real Property based on appraised value as part of the District's capital improvement plan, and/or reduces the cost of such Improvements, Work Product or Real Property to be acquired by the District by a corresponding amount of such impact fee credits, and/or prepays debt assessments on all applicable lands (as determined by the District in coordination with the District's Assessment Consultant) by a corresponding amount of such impact fee credits. Alternatively, the Developer may provide the proceeds of the impact fee credits to the District for deposit into the applicable acquisition and construction account for the Bonds, and for use in acquiring and/or constructing the Project.

9. UTILITY CONNECTION FEES. [RESERVED.]

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

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

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

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

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

15. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Developer as an arm's length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a

dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Developer.

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

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

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

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

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

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

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

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

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

WHEREFORE, the parties below execute the *Acquisition Agreement* to be effective as of the 17th day of June, 2024.

SUNRISE COMMUNITY DEVELOPMENT DISTRICT

_____
By: _____
Its: Chairperson

WALTON ACQUISITIONS FL, LLC, a Florida limited liability company, on behalf of itself in its capacity as a UDI Owner of the UDI Property and on behalf of all the other UDI Owners in its capacity as Agent with respects to the interests of the UDI Owners.

_____
By: _____
Its: _____

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

Exhibit "B"

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

Parcel ID	Owner	Address	City | State | Zip
2334-410-0000-000-1	Juni Jusuf (TR)	8800 N Gainey Center Drive (Unit Ste 345)	Scottsdale, AZ 85258-2124
2334-340-0000-000-7	Walton Acquisitions FL LLC	8800 N Gainey Center Drive (Unit Ste 345)	Scottsdale, AZ 85258-2124

SUNRISE

COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED FINANCIAL STATEMENTS

SUNRISE
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
APRIL 30, 2025

SUNRISE
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
APRIL 30, 2025

	General Fund	Debt Service Fund	Total Governmental Funds
ASSETS			
Cash	$ 15,553	$ -	$ 15,553
Due from Landowner	13,072	945	14,017
Prepaid expense	1,680	-	1,680
Total assets	$ 30,305	$ 945	$ 31,250
LIABILITIES AND FUND BALANCES			
Liabilities:			
Accounts payable	$ 17,389	$ 945	$ 18,334
Due to Landowner	840	4,187	5,027
Landowner advance	12,694	-	12,694
Total liabilities	30,923	5,132	36,055
DEFERRED INFLOWS OF RESOURCES			
Deferred receipts	13,072	-	13,072
Total deferred inflows of resources	13,072	-	13,072
Fund balances:			
Restricted for:			
Debt service	-	(4,187)	(4,187)
Unassigned	(13,690)	-	(13,690)
Total fund balances	(13,690)	(4,187)	(17,877)
Total liabilities, deferred inflows of resources and fund balances	$ 30,305	$ 945	$ 31,250

SUNRISE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED APRIL 30, 2025

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Landowner contribution	$ -	$ 9,262	$ 93,290	10%
Total revenues	-	9,262	93,290	10%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording	2,000	14,000	48,000	29%
Legal	141	333	25,000	1%
Engineering	-	-	2,000	0%
Audit	-	-	5,500	0%
Arbitrage rebate calculation*	-	-	500	0%
Dissemination agent*	-	-	2,000	0%
Telephone	17	117	200	59%
Postage	70	70	500	14%
Printing & binding	42	292	500	58%
Legal advertising	-	-	1,750	0%
Annual special district fee	-	175	175	100%
Insurance	-	5,000	5,500	91%
Contingencies/bank charges	80	942	750	126%
Website hosting & maintenance	-	-	705	0%
Website ADA compliance	-	-	210	0%
Total expenditures	2,350	20,929	93,290	22%
Excess/(deficiency) of revenues over/(under) expenditures	(2,350)	(11,667)	-	
Fund balances - beginning	(11,340)	(2,023)	(43,540)	
Fund balances - ending	$ (13,690)	$ (13,690)	$ (43,540)	

SUNRISE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND
FOR THE PERIOD ENDED APRIL 30, 2025

	Current Month	Year To Date
REVENUES	$ -	$ -
Total revenues	-	-
EXPENDITURES	-	-
Total debt service	-	-
Excess/(deficiency) of revenues over/(under) expenditures	-	-
Fund balances - beginning	(4,187)	(4,187)
Fund balances - ending	$ (4,187)	$ (4,187)

SUNRISE

COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT

MINUTES OF MEETING
SUNRISE
COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors of the Sunrise Community Development District held a Public Hearing, Regular Meeting and Audit Committee Meeting on August 29, 2024 at 1:30 p.m., at the Susan Broom Kilmer (formerly Fort Pierce) Branch Library, 101 Melody Lane, Fort Pierce, Florida 34950.

Present:

Brent Howells	Chair
James Hall	Vice Chair
Rosa Romero	Assistant Secretary

Also present:

Cindy Cerbone	District Manager
Jere Earlywine (via telephone)	Kutak Rock LLP
Wesley Mills (via telephone)	District Engineer
David Clark	Member of the Public

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

Ms. Cerbone called the meeting to order at 1:35 p.m.

Ms. Cerbone, a Notary of the State of Florida and duly authorized, administered the Oath of Office to Supervisors-Elect Mr. Howells, Mr. Hall and Ms. Romero. Supervisor-Elect Mr. Wesley Mills might decline the seat on the Board and is only attending via telephone as the Interim District Engineer.

Supervisor Howells, Hall and Romero were present. Supervisor-Elect Mills attended via telephone. Supervisor-Elect Jason Short was not present.

SECOND ORDER OF BUSINESS **Public Comments**

No members of the public spoke.

THIRD ORDER OF BUSINESS **Administration of Oath of Office to Elected Board of Supervisors (the following will also be provided in a separate package)**

This item was addressed during the First order of Business. Ms. Cerbone discussed filing Form 1.

A. Required Ethics Training and Disclosure Filing

- **Sample Form 1 2023/Instructions**

B. Membership, Obligations and Responsibilities

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

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

FOURTH ORDER OF BUSINESS **Consideration of Resolution 2024-01, Canvassing and Certifying the Results of the Landowners' Election of Supervisors Held Pursuant to Section 190.006(2), Florida Statutes, and Providing for an Effective Date**

Ms. Cerbone presented Resolution 2024-01. The Landowners' Election results were as follows:

Seat 1	Brent Howells	117 votes	4-year Term
Seat 2	James Hall	117 votes	4-year Term
Seat 3	Rose Romero	115 votes	2-year Term
Seat 4	Wesley Mills	115 votes	2-year Term
Seat 5	Jason Short	115 votes	2-year Term

On MOTION by Mr. Howells and seconded by Ms. Romero, with all in favor, Resolution 2024-01, Canvassing and Certifying the Results of the Landowners' Election of Supervisors Held Pursuant to Section 190.006(2), Florida Statutes, and Providing for an Effective Date, was adopted.

FIFTH ORDER OF BUSINESS **Consideration of Resolution 2024-29, Electing Certain Officers of the District, and Providing for an Effective Date**

Ms. Cerbone presented Resolution 2024-02. Mr. Howells nominated the following slate:

Chair	Brent Howells
Vice Chair	James Hall
Assistant Secretary	Rosa Romero
Assistant Secretary	Cindy Cerbone

No other nominations were made.

Prior appointments by the Board for Secretary, Treasurer and Assistant Treasure(s) remain unaffected by this Resolution.

On MOTION by Mr. Howells and seconded by Mr. Hall, with all in favor, Resolution 2024-29, Electing Certain Officers of the District, as nominated, and Providing for an Effective Date, was adopted.

SIXTH ORDER OF BUSINESS **Consideration of Resolution 2024-30, Ratifying the Action of the District Manager in Re-Setting the Time of the Public Hearings on the Proposed Budgets for Fiscal Year 2023/2024 and Fiscal Year 2024/2025; Amending Resolution 2024-24 to Reset the Hearing Thereon; Providing a Severability Clause; and Providing an Effective Date**

Ms. Cerbone presented Resolution 2024-30.

On MOTION by Mr. Howells and seconded by Ms. Romero, with all in favor, Resolution 2024-30, Ratifying the Action of the District Manager in Re-Setting the Time of the Public Hearings on the Proposed Budgets for Fiscal Year 2023/2024 and Fiscal Year 2024/2025; Amending Resolution 2024-24 to Reset the Hearing Thereon; Providing a Severability Clause; and Providing an Effective Date, was adopted.

SEVENTH ORDER OF BUSINESS **Public Hearing on Adoption of Fiscal Year 2023/2024 and Fiscal Year 2024/2025 Budgets**

A. Affidavit of Publication

The affidavit of publication was included for informational purposes.

B. Consideration of Resolution 2024-31, Relating to the Annual Appropriations and Adopting the Budget for the Remainder of the Fiscal Year Beginning October 1, 2023, and Ending September 30, 2024; Adopting the Budget for the Fiscal Year Beginning October 1, 2024, and Ending September 30, 2025; Authorizing Budget Amendments; and Providing an Effective Date

Ms. Cerbone presented Resolution 2024-31. She reviewed the proposed Fiscal Year 2024 and Fiscal Year 2025 budgets, which are the same as the versions presented at the last meeting. These are Landowner-funded budgets with expenses funded as they are incurred.

Mr. Earlywine asked everyone to make sure the Funding Agreement approved at the last meeting is assignable. Mr. Howells and Ms. Cerbone will confirm.

On MOTION by Mr. Hall and seconded by Ms. Romero, with all in favor, the Public Hearing was opened.

No affected property owners or members of the public spoke.

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

On MOTION by Mr. Hall and seconded by Mr. Howells, with all in favor, Resolution 2024-31, Relating to the Annual Appropriations and Adopting the Budget for the Remainder of the Fiscal Year Beginning October 1, 2023, and Ending September 30, 2024; Adopting the Budget for the Fiscal Year Beginning October 1, 2024, and Ending September 30, 2025; Authorizing Budget Amendments; and Providing an Effective Date, was adopted.

EIGHTH ORDER OF BUSINESS **Consideration of Resolution 2024-32, Ratifying the Amendment to Resolution 2024-21 to Re-Set the Date of the Public Hearing to Consider and Hear Comment on the Adoption of Rules of Procedure; Providing a Severability Clause; and Providing an Effective Date**

Ms. Cerbone recommended deferring this item to avoid advertising costs, as the next meeting will likely occur in the first quarter of next year.

This item was deferred.

NINTH ORDER OF BUSINESS **Consideration of Resolution 2024-33, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2024/2025 and Providing for an Effective Date**

This item was deferred.

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

The Regular Meeting recessed and the Audit Selection Committee Meeting commenced at 1:52 p.m.

ELEVENTH ORDER OF BUSINESS **Review of Responses to Request for Proposals (RFP) for Annual Audit Services**

A. Affidavit of Publication

B. RFP Package

C. Respondents

Ms. Cerbone stated the Berger, Toombs, Elam, Gaines & Frank (BTEGF) response to the RFP was excluded from the hard copy of the agenda but it is included in the electronic agenda.

She voiced her opinion that both respondents are qualified to perform the CDD's audit; however, BTEGF has struggled to complete its audits by the June 30th deadline.

- **Grau & Associates**

The base bid is $3,000 plus $1,500 with bond issuance; the base rate increases $100 per year over a five-year period.

- **Berger, Toombs, Elam, Gaines & Frank**

The base bid is $3,400 and will increase to $4,800, if bonds are issued.

D. Auditor Evaluation Matrix/Ranking

Ms. Cerbone presented her scores and ranking, as follows.

#1	Grau & Associates	100 points
#2	Berger, Tombs, Elam, Gaines & Frank	97 points

On MOTION by Mr. Hall and seconded by Ms. Romero, with all in favor, accepting Ms. Cerbone's scores and ranking of the respondents to the RFP for Annual Audit Services, as the Audit Selection Committee's own scores and ranking, ranking Grau & Associates as the #1 ranked respondent, with 100 points, and Berger, Tombs, Elam, Gaines & Frank as the #2 ranked respondent, with 97 points, was approved.

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

The Audit Selection Committee Meeting terminated and the Regular Meeting reconvened at 1:58 p.m.

THIRTEENTH ORDER OF BUSINESS **Consider Recommendation of Audit Selection Committee**

- **Award of Contract**

On MOTION by Mr. Hall and seconded by Ms. Romero, with all in favor, accepting the Audit Selection Committee scores, ranking and recommendation as the Board's own, ranking Grau & Associates as the #1 ranked respondent to the RFP for Annual Audit Services and awarding the Annual Audit Services contract to Grau & Associates, the #1 ranked respondent, was approved.

FOURTEENTH ORDER OF BUSINESS **Status: Request for Qualifications (RFQ) for Engineering Services**

Ms. Cerbone stated that Mills, Short & Associates, the interim District Engineer, was unable to submit a bid due to time constraints and there were no other responses to the Request for Qualifications (RFQ) for Engineering Services. As such, the Board can choose to award the District Engineering Services Contract to Mills, Short & Associates.

Mr. Earlywine stated he will send the CDD's District Engineering Services Agreement to Mr. Mills and Mr. Howells to review and execute outside of a CDD meeting.

On MOTION by Mr. Howells and seconded by Mr. Hall, with all in favor, awarding the District Engineering Services Contract to Mills, Short & Associates, was approved.

FIFTEENTH ORDER OF BUSINESS **Consideration of Resolution 2024-20, Designating the Location of the Local District Records Office and Providing an Effective Date**

This item was deferred.

SIXTEENTH ORDER OF BUSINESS **Consideration of the Following Bond Financing Matters:**

A. Resolution 2025-29, Designating a Date, Time, and Location of a Public Hearing Regarding the District's Intent to Use the Uniform Method for the Levy, Collection, and Enforcement of Non-Ad Valorem Special Assessments as Authorized by Section 197.3632, Florida Statutes; Authorizing the Publication of the Notice of Such Hearing; and Providing an Effective Date

Ms. Cerbone presented Resolution 2025-29. This Resolution enables placement of the assessments on the tax bill utilizing the services of the Property Appraiser and Tax Collector.

This item was deferred, as the hearing date will be coordinated with the other deferred items in the agenda.

B. Presentation of Master Engineer's Report

This item was presented at the last meeting.

C. Presentation of Master Special Assessment Methodology

The Master Special Assessment Methodology Report and the First Supplemental Special Assessment Methodology Report will be presented at the next meeting.

D. Resolution 2024-26, Authorizing the Issuance of Not to Exceed $72,770,000 Sunrise Community Development District Capital Improvement Revenue Bonds, in One or More Series; Approving the Form of a Master Trust Indenture; Appointing a Trustee, Registrar and Paying Agent; Approving a Capital Improvement Program; Authorizing the Commencement of Validation Proceedings Relating to the Bonds; and Providing an Effective Date

Resolution 2024-26 was adopted at the last meeting.

SEVENTEENTH ORDER OF BUSINESS **Consideration of Acquisition Agreement**

This item was deferred.

EIGHTEENTH ORDER OF BUSINESS **Acceptance of Unaudited Financial Statements as of July 31, 2024**

On MOTION by Mr. Hall and seconded by Ms. Romero, with all in favor, the Unaudited Financial Statements as of July 31, 2024, were accepted.

NINETEENTH ORDER OF BUSINESS **Approval of Minutes**

A. June 17, 2024 Organizational Meeting

B. July 12, 2024 Landowners' Meeting

On MOTION by Mr. Hall and seconded by Mr. Howells, with all in favor, the June 17, 2024 Organizational Meeting Minutes and the July 12, 2024 Landowners' Meeting Minutes, both as presented, were approved.

TWENTIETH ORDER OF BUSINESS **Staff Reports**

A. District Counsel: Kutak Rock LLP

B. District Engineer (Interim): Mills, Short & Associates

Going forward, "(Interim)" will be removed from the above title.

There were no District Counsel or District Engineer reports.

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

- **NEXT MEETING DATE: TBD**
  - **QUORUM CHECK**

The next meeting will probably be in calendar year 2025.

TWENTY-FIRST ORDER OF BUSINESS **Board Members' Comments/Requests**

There were no Board Members' comments or requests.

TWENTY-SECOND ORDER OF BUSINESS **Public Comments**

No members of the public spoke.

TWENTY-THIRD ORDER OF BUSINESS **Adjournment**

On MOTION by Mr. Howells and seconded by Ms. Romero, with all in favor, the meeting adjourned at 2:11 p.m.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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320 _____ _____
321 Secretary/Assistant Secretary Chair/Vice Chair