



**SOUTHERN GROVE
COMMUNITY DEVELOPMENT
DISTRICT NOS. 1-10**

**PORT ST. LUCIE
REGULAR BOARD MEETING
JUNE 4, 2025
10:30 A.M.**

Special District Services, Inc.
The Oaks Center
2501A Burns Road
Palm Beach Gardens, FL 33410

www.southerngrovecdd1.org
www.southerngrovecdd2.org
www.southerngrovecdd3.org
www.southerngrovecdd4.org
www.southerngrovecdd5.org
www.southerngrovecdd6.org
www.southerngrovecdd7.org
www.southerngrovecdd8.org
www.southerngrovecdd9.org
www.southerngrovecdd10.org

561.630.4922 Telephone
877.SDS.4922 Toll Free
561.630.4923 Facsimile

AGENDA
SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO.'s 1-10
Tradition Town Hall
10799 SW Civic Lane
Port St. Lucie, FL 34987
OR
Join Zoom Meeting:
<https://us02web.zoom.us/j/3341025011?omn=81330543911>
Meeting ID: 334 102 5011
Dial In at: 1 929 436 2866
REGULAR BOARD MEETING
June 4th, 2025
10:30 a.m.

- A. Call to Order
- B. Proof of Publication.....Page 1
- C. Establish Quorum
- D. Additions or Deletions
- E. Comments from the Public Not on the Agenda
- F. Consent Items
 - 1. Approval of April 2,2025, Regular Board Meeting Minutes.....Page 2
 - 2. Approve and Ratify Drainage Easement - CDD No. 3.....Page 6
 - 3. Approve and Ratify Temporary Easement Agreement for Construction of Stormwater Lake...Page 19
 - 4. Approval of WA #19-144-238; Tesla Center – SWM..... Page 36
 - 5. Approval of WA #19-144-239; Parcel B Starbucks – SWM.....Page 39
 - 6. Approval of WA #19-144-240; Parcel C Chipotle & Office Building – SWM.....Page 42
- G. Old Business
- H. New Business
 - 1. Consider Resolution No. 2025-10; Adopting Proposed Budget FY: 25/26 and Setting a Public Hearing (Under Separate Cover).....Page 45
 - 2. Consider Resolution No. 2025-12; Authorizing Certain Actions in Connection with the Implementation of the District’s Capital Improvement Plan – District Nos. 1-10.....Page 50
- I. Administrative Matters
 - 1. Manager’s Report
 - 2. Attorney’s Report
 - 3. Engineer’s Report
 - 4. Financial Report (Under Separate Cover).....Page 71
 - 5. Founder’s Report
- J. Board Member Discussion Requests and Comments
- K. Adjourn

**SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NOS. 1-10
FISCAL YEAR 2024/2025 MEETING SCHEDULE**

NOTICE IS HEREBY GIVEN that the Southern Grove Community Development District Nos. 1-10 (“Districts”) will conduct Regular Board Meetings of the Board of Supervisors (“Board”) for the purpose of conducting the business of the Districts that may properly come before the Board. The following meetings will be held at 10:30 a.m. at Tradition Town Hall located at 10799 SW Civic Lane, Port St. Lucie, Florida 34987 on the following dates:

October 2, 2024
November 6, 2024
December 4, 2024
January 8, 2025
February 5, 2025
March 5, 2025
April 2, 2025
May 7, 2025
June 4, 2025
July 2, 2025
August 6, 2025
September 3, 2025

***Irrigation Rate Committee Meeting - 9:00 a.m.**
Southern Grove CDD Meeting - 10:30 a.m.
Tradition CDD Meeting - 11:00 a.m.

An Irrigation Committee Meeting will take place at 9:00 a.m. at Tradition Town Hall located at 10799 SW Civic Lane, Port St. Lucie, Florida 34987 on the above dates, as indicated.

The meetings are open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. Meetings may be continued to a date, time and place to be specified on the record. A copy of the agenda for the meetings may be obtained from the Districts’ websites or at the offices of the District Manager, Special District Services, Inc., 10807 SW Tradition Square, Port St. Lucie, Florida.

There may be occasions when one or more Supervisors will participate by telephone; therefore, a speaker telephone may be present at the meeting location so that one or more Supervisors may attend the meeting and be fully informed of the discussions taking place.

Any person requiring special accommodations at these meetings because of a disability or physical impairment should contact the District Office at 772-345-5119 and/or toll free at 1-877-737-4922 at least five calendar days prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8770, who can aid you in contacting the District Office.

Each person who decides to appeal any action taken at a meeting is advised that they will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

Meetings may be cancelled from time to time without advertised notice.

SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NOS. 1-10

www.southerngrovecdd1.org

PUBLISH: ST. LUCIE NEWS TRIBUNE 09/24/24

SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO.'S 1-10

**Tradition Town Hall
10799 SW Civic Lane**

OR

Join Zoom Meeting:

<https://us02web.zoom.us/j/3341025011?omn=83528230982>

Meeting ID: 334 102 5011

Dial In at: 1 929 436 2866

REGULAR BOARD MEETING

April 2nd, 2025

10:30 a.m.

A. CALL TO ORDER

The Regular Board Meeting of the Southern Grove Community Development District No's. 1-10 of April 2, 2025, was called to order at 10:33 a.m. in the Tradition Town Hall located at 10799 SW Civic Lane, Port St. Lucie, Florida 34987.

B. PROOF OF PUBLICATION

Proof of publication was presented that showed notice of the Regular Board Meeting had been published in the *St. Lucie News Tribune* on September 24, 2024, as part of the District's Fiscal Year 2024/2025 Meeting Schedule, as legally required.

C. ESTABLISH A QUORUM

It was determined that the attendance of the following Supervisors constituted a quorum in all Districts, and it was in order to proceed with the meeting.

CDD #'s 1,2,9 (P: present, ZM:Zoom, Abs: Absent)

Bill Pittsley - Vice Chair	Present
Eric Sexauer - Chair	Present
Jonas Read	Present
Tara Toto	Absent
Karl Albertson	ZM

CDD # 3

Kevin Matyjaszek	Present
Eric Sexauer – Chair	Present
Jonas Read	Present
Karl Albertson – Vice Chair	ZM
Jennifer Davis	Present

CDD # 4

Kevin Matyjaszek	Present
Jennifer Davis – Chair	Present
Karl Albertson – Vice Chair	ZM

(2) Vacant Seats (1 & 3)	
-------------------------------------	--

CDD # 5

Bill Pittsley – Vice Chair	Present
Eric Sexauer – Chair	Present
Karl Albertson	ZM
(2) Vacant Seats (1 & 3)	-

CDD # 6

Kevin Matyjaszek	Present
Jennifer Davis - Chair	Present
Karl Albertson - Vice Chair	ZM
(2) Vacant Seats (1 & 3)	-

CDD #'s 7,8,10

Kevin Matyjaszek	Present
Jennifer Davis - Chair	Present
Peter Crane	Present
Stephen Okiye - Vice Chair	Present
Elijah Wooten	Present

Staff members in attendance were:

District Manager	Frank Sakuma	Special District Services, Inc.
Assistant District Manager	Jesse Wargo	Special District Services, Inc.
District Manager	Stephanie Brown	Special District Services, Inc.
District Manager	Andrew Karmeris	Special District Services, Inc.
District Engineer	Gabriel Gomez	Culpepper and Terpening
District Counsel	Ruth Holmes	Torcivia, Donlon, Goddeau & Rubin, P.A.

Also present was: (See attached sign-in sheet)

D. ADDITIONS OR DELETIONS TO AGENDA

District Counsel, Ruth Holmes, asked for a new business item, Heron Preserve Lakes and the South Florida Water Management District lake maintenance permit transfer.

A **motion** was made by CDD No. 1 Mr. Sexauer, seconded by Mr. Read approving the agenda as amended. The **motion** passed unanimously.

Ms. Holmes updated the Board on the status of a pending transfer of maintenance responsibility from Pulte to the District with respect to the lakes at the Heron Preserve community. After further discussion, a **motion** was made by CDD No. 1 Mr. Sexauer, seconded by Mr. Read authorizing the District Attorney to file a third amended complaint with the South Florida Water Management District, and to

also file an appeal if such appeal is deemed necessary by District Counsel, as well as to continue negotiations with Pulte’s legal counsel. The **motion** passed unanimously.

E. COMMENTS FROM THE PUBLIC FOR DISTRICT ITEMS NOT ON THE AGENDA

There were no comments from the public.

F. CONSENT ITEMS

1. Approval of March 5, 2025, Regular Board Meeting Minutes

2. Approve and Ratify Bond Requisitions

- No. 10 – District No. 5; Special Assessment Bonds, Series 2024 (Community Infrastructure)
- No. 26 – District No. 5; Special Assessment, Series 2022 (Community Infrastructure)
- No. 46 – District No. 5; Special Assessment, Series 2021(Community Infrastructure)

3. Approve and Ratify Sansone Lift Station Completion by CDD No. 7 (Fence)

4. Approve and Ratify Agent Authorization for SFWMD ERP St. Matilda Lake Construction by CDD No. 5

5. Approval of WA #19-144-236; St. Matilda Lake Construction (Stormwater System)

6. Approval of WA #19-144-237; 7B Project (Irrigation)

A **motion** was made by CDD No. 1 Mr. Sexauer, seconded by Mr. Read and passed unanimously by CDD No.1 all the above Consent Items, as presented.

G. OLD BUSINESS

There was no old business to come before the board.

H. NEW BUSINESS

There was no new business to come before the board.

I. ADMINISTRATIVE MATTERS

1. Manager’s Report

Mr. Sakuma reminded the Board to file their Form 1 no later than July 1, 2025.

2. Attorney’s Report

There was no Attorney’s Report at this time.

3. Engineer’s Report

There was no Engineer’s Report at this time.

4. Financial Report

Mr. Sakuma notified the Board that the financial report was provided, and Mr. Karmeris was present to answer any questions.

5. Founder's Report

There was no Founder's Report at this time.

J. BOARD MEMBER COMMENTS

There were no Board comments.

K. PRIVATE ATTORNEY-CLIENT SESSION

This section was removed from the agenda.

L. TERMINATION OF THE PRIVATE ATTORNEY-CLINET SESSION

This section was removed from the agenda.

M. ADJOURNMENT

There being no further business to come before the Boards, Mr. Sexauer made a **motion** adjourning the meeting, seconded by Mr. Read. The meeting was adjourned at 10:40 a.m. with no objections.

Secretary (B. Frank Sakuma, Jr.)

Chair/Vice-Chair (Eric Sexauer)

Print Name

Print Name

**Southern Grove Community
District Nos. 1-10**

MEMORANDUM

To: Board of Supervisors

From: Jesse Wargo, Assistant District Manager

Date: April 3, 2025

Board Meeting Date: June 4, 2025

SUBJECT

Approve and ratify the drainage easement among Mattamy Palm Beach, LLC., Banyon SG8, LLC., Pebb SG8 Eat, LLC., and Southern Grove CDD No.3.

STAFF RECOMMENDATION

Staff recommends approval and ratification of the executed drainage easement.

GENERAL INFORMATION

This Easement shall be perpetual and cannot be terminated for any reason whatsoever, except by a written consent and agreement of the fee owners of all of the Easement Area. If the rule against perpetuities or any rule of law with respect to restrictions on the alienation of property or any other rule of law shall limit the time when any event contemplated by this Easement may occur, the happening of such event shall not be impaired within any period permitted by such rule. The intent of this provision is to allow to the maximum extent permissible by any applicable rule of law the occurrence of any event contemplated by this Easement.

DISTRICT LEGAL COUNSEL REVIEW

Not Applicable.

FUNDING REVIEW

No impact on O/M nor Bond budgets.

Return to:
Jennie Clayton
First National Financial Title Services, LLC
3301 Windy Ridge Parkway, Suite 300
Atlanta, GA 30339
404-558-7768
File No. FL252406053JC

Prepared by and return to:

Gary Itskovich, Esq.
Nelson Mullin Riley & Scarborough LLP
1905 NW Corporate Blvd., Suite 310
Boca Raton, Florida, 33431

DRAINAGE EASEMENT (CDD)

This Drainage Easement ("**Easement**") is made this 1st day of May, 2025 by and among **MATTAMY PALM BEACH LLC**, a Delaware limited liability company, whose mailing address is 2500 Quantum Lakes Drive, Suite 215, Boynton Beach, Florida 33426 ("**Mattamy**"), **BANYAN SG8, LLC**, a Florida limited liability company, whose mailing address is 2200 Butts Road, Suite 300, Boca Raton, Florida 33431 ("**Banyan**"), and **PEBB SG8 EAT, LLC**, a Florida limited liability company, whose mailing address is 7900 Glades Road, suite 600, Boca Raton, Florida 33434 ("**PEBB**"), and together with Mattamy and Banyan, the "**Grantor**", and SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 3, whose mailing address is 10807 SW Tradition Sq., Port St. Lucie, FL 34987 ("**Grantee**").

RECITALS

A. **WHEREAS**, Mattamy is the owner of certain property situated in St. Lucie County, Florida, as more particularly described on Exhibit "A-1" attached hereto ("**Mattamy Property**");

B. **WHEREAS**, Banyan and PEBB, as tenants-in-common, are the owners of certain property situated in St. Lucie County, Florida, adjacent to Mattamy Property, as more particularly described on Exhibit "A-2" attached hereto ("**SG8 Property**", and together with Mattamy Property, the "**Grantor Property**"); and

C. **WHEREAS**, Grantor has agreed to grant to Grantee a non-exclusive, perpetual easement over and across a portion of the Grantor Property in the location being more particularly described on Exhibit "B" attached hereto ("**Easement Area**"), subject however to the terms and conditions hereinafter stated.

AGREEMENT

NOW THEREFORE, in consideration of the premises and the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

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

2. **Grant of Easement.**

(a) Grantor hereby grants to Grantee and its successors and assigns, a perpetual and non-exclusive easement over, across, upon, under and through the Easement Area, for the purpose of and the permanent, full and free right and authority to ingress/egress and construct,

install, operate, maintain, repair, rebuild, control, or replace the drainage facilities ("**Drainage Facilities**") located in the Easement Area and, subject to Grantor's rights in Section 3 below, the right to clear the Easement Area and keep it clear of brush, trees, permanent structures, and fire hazards ("**CDD Drainage Easement**"). Grantor hereby further grants to Grantee and its successors and assigns, a general ingress/egress easement over and across the paved access roads that may exist from time to time on the SG8 Property reasonably necessary to access the Easement Area and carry out the maintenance obligations.

(b) Grantee's easements rights granted hereby shall be subject to the following conditions, covenants and restrictions to which Grantee and its successors shall be bound.

(i) The easement is non-exclusive;

(ii) As applicable, all Drainage Facilities installed shall be underground, except for manholes and manhole covers which shall be flush with adjacent grade and retention ponds existing on the date hereto, and except as otherwise shown on plans subject to the prior written consent of Grantor, which consent shall not be unreasonably withheld, conditioned or delayed;

(iii) Grantee's right to use the surface areas of the Easement Area is limited as described in (ii), above;

(iv) Grantor may request Grantee to relocate its Drainage Facilities (and vacate the easement) to another location on Grantor's Parcel, subject to the conveyance of a similar easement, all at Grantor's cost and expense, which shall be negotiated at the time and subject to termination or amendment of this Easement in accordance with the terms herein. Grantor shall not interfere with Grantee's Drainage Facilities until and unless this Easement is vacated and a new agreement and/or easement is executed by the parties ;

(v) Grantee shall not, in its use or installation, unreasonably interfere with the use of the Easement Area by Grantor or any of Grantor's tenants, invitees or guests;

(vi) Grantee shall perform all work within the Easement Area in a good and workmanlike manner and to promptly complete all work within the Easement Area;

(vii) Grantee, following installation or other work, shall replace and restore the areas and improvements to the condition in which they were immediately prior to performance of such installation and work;

(viii) Grantee shall not permit any claim, lien or encumbrance to attach against Grantor's Parcel or any interest therein for the work performed by Grantee within the Easement Area; provided, however, Grantee shall have thirty (30) days after notice to Grantee to discharge or bond any claim, lien or encumbrance; and

3. **Reservations.** In connection with the initial development, future redevelopment and operation of the Grantor Property, Grantor, its successors and assigns, and its employees, contractors, subcontractors, representatives, consultants, suppliers, customers, and tenants (collectively, "**Authorized Users**") retain the right to use the Easement Area in any manner, so long as Grantor's and Grantor's Authorized Users' use of the Easement Area does not overly burden or otherwise materially or unreasonably interfere with Grantee's use and maintenance of

the Easement Area, including, the right for Banyan, PEBB and/or each of their Authorized Users to construct and/or install, subject to the terms of this Easement, improvements, paved driveways, parking and/or walkways, landscaping, utilities and/or similar improvements in the Easement Area; provided, however, in no event shall Mattamy ever be obligated to construct and/or install any improvements in the Easement Area pursuant to this Easement.

4. **Term.** This Easement shall be perpetual and run with the land and shall be binding upon and shall inure to the benefit of the respective parties, their successors or assigns and grantees.

5. **Governing Law.** This Easement shall be governed by and construed in accordance with the Laws of the State of Florida without reference to any provision of Florida law which would select the laws of another jurisdiction. Venue for any action shall be in St. Lucie County, Florida.

6. **Captions.** All sections and descriptive headings in this Easement are inserted for convenience only, and shall not affect the construction or interpretation hereof.

7. **Entire Agreement.** This Easement, and any other written agreements between Grantor and Grantee, constitutes the entire agreement of the parties with respect to the subject matter hereof, and may not be modified or amended except by a written instrument equal in dignity herewith and executed by the parties to be bound thereby.

8. **Binding Agreement.** This Easement and all conditions, obligations and covenants set forth herein are intended to be and shall be construed as covenants running with the land, binding the Easement Area and binding upon and inuring to the benefit of Grantor or Grantee, as the case may be, and their respective successors and assigns.

9. **Liability; Attorney's Fees.** Grantor will assume all liability for any injury or damage to the person or property of others which may occur on the Easement Area arising from the actions of Grantor or its agents, contractors, employees or invitees, and Grantor will indemnify Grantee against any such liability (including but not limited to reasonable attorneys' fees and costs). For the avoidance of doubt, Grantor's liability hereunder shall be several liability and not joint liability. Subject to the limitations of Section 768.28, Florida Statutes, Grantee shall be responsible for the negligent act or omission of Grantee, its agents, employees and contractors, nothing herein shall be considered a waiver of Grantee's sovereign immunity, the limitations of Section 768.28, Florida Statutes, or Grantee's consent to be sued by third parties;

10. **Counterparts.** Grantor and Grantee agree that this Easement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same Easement.

11. **Joint Venture.** None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the parties in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise. Each party shall be considered a separate owner, and no party shall have the right to act as an agent for another party, unless expressly authorized to do so herein or by separate written instrument signed by the party to be charged.

12. **Termination and Amendment.** This Easement may not be terminated, amended or modified without the approval of all parties hereto, in a written document recorded in the Public

Records of St. Lucie County, Florida, and only with the written consent of the City of Port St. Lucie, Florida; provided, however, the tenant under any ground lease of at least a majority (by acreage of the Grantor's Property, as evidenced by a recorded memorandum of ground lease, shall have the right to consent to any amendment or modification of this Easement.

13. **Severability**. If any provision of this Easement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof and any other application thereof shall not in any way be affected or impaired, and such remaining provisions shall continue in full force and effect.

[SIGNATURES AND EXHIBITS APPEAR ON FOLLOWING PAGES]

[MATTAMY GRANTOR SIGNATURE PAGE TO DRAINAGE EASEMENT]

IN WITNESS WHEREOF, Grantor has executed this Easement as of the day and year first written above.

Grantor

Signed, sealed and delivered
in the presence of:

MATTAMY PALM BEACH LLC,

A Delaware limited liability company

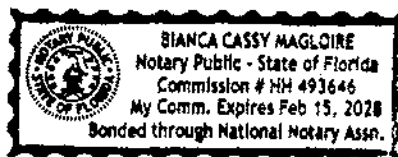
Name: JOSE BECERRA
Address: 2500 Quantum Lakes Dr #215
Brynton Beach FL 33426

By: [Signature]
Name: Karl Albertson
Title: Vice President

Name: Vindra A. Khan
Address: 2500 Quantum Lakes Dr #215
Brynton Beach FL 33426

STATE OF Florida
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 10th day of April, 2025, by Karl Albertson as Vice president of MATTAMY PALM BEACH LLC, a Delaware limited liability company, who is ☒ personally known to me or ☐ has produced a _____ as identification, and took an oath.



[Signature]
Notary Public
Name: Bianca Magloire
Commission Expires: 2/15/2028

[SIGNATURES CONTINUE ON NEXT PAGE]

[BANYAN GRANTOR SIGNATURE PAGE TO DRAINAGE EASEMENT]

Signed, sealed and delivered
in the presence of:

Name: Jason Sher
Address: 2200 Butts Road Ste 300
Boca Raton FL 33431

Name: Tyler Kopecki
Address: 2200 Butts Road Ste 300
Boca Raton FL 33431

STATE OF FL
COUNTY OF PBC

Grantor

BANYAN SG8, LLC,
a Florida limited liability company

By: [Signature]
Name: Ross Feuring
Title: Authorized Person

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization, this 21 day of April, 2025, by Jason Sher, as Authorized Person
of BANYAN SG8, LLC, a Florida limited liability company, who is ☒ personally known to me
or ☐ has produced a _____ as identification, and took an oath.



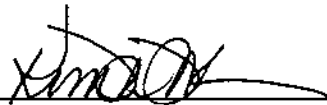
TYLER KOPECKI
Commission # HH 216584
Expires March 20, 2026

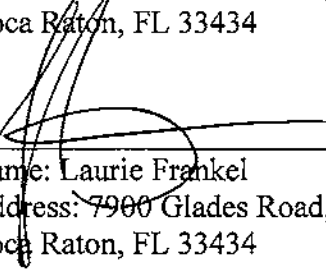
Notary Public
Name: Tyler Kopecki
Commission Expires: _____

[SIGNATURES CONTINUE ON NEXT PAGE]

[PEBB GRANTOR SIGNATURE PAGE TO DRAINAGE EASEMENT]

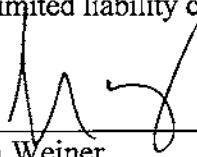
Signed, sealed and delivered
in the presence of:


Name: Kim Nizer Mareira
Address: 7900 Glades Road, Suite 600
Boca Raton, FL 33434


Name: Laurie Frankel
Address: 7900 Glades Road, Suite 600
Boca Raton, FL 33434

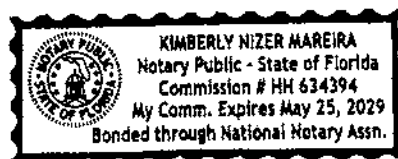
Grantor


PEBB SG8 EAT, LLC,
a Florida limited liability company

By: 
Name: Ian Weiner
Title: Authorized Person

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization, this 14th day of April, 2025, by Ian Weiner, as Authorized Person of
PEBB SG8 EAT, LLC, a Florida limited liability company, who is personally known to me, and
took an oath.




Notary Public
Name: Kim Nizer Mareira
Commission Expires: 05/25/2029

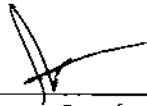
[GRANTEE SIGNATURE PAGE TO DRAINAGE EASEMENT]


IN WITNESS WHEREOF, Grantee has executed this Easement as of the day and year first written above.

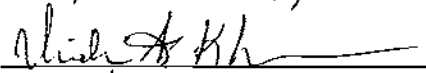
Grantee

Signed, sealed and delivered
in the presence of:

**SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT NO. 3**

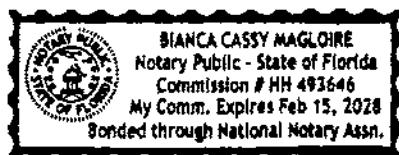

Name: JOSE BELCORRA
Address: 2500 Quantum Lakes Dr #215
Boynton Beach, FL 33426

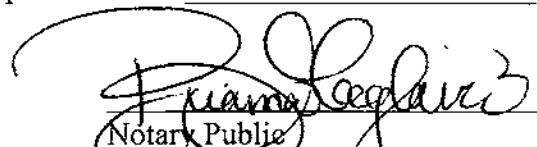
By: 
Name: ERIC SEXAUER
Title: Chair


Name: Vindra A. Khan
Address: 2500 Quantum Lakes Dr #215
Boynton Beach, FL 33426

STATE OF Florida
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization, this 10th day of April, 2025 by Eric Sexauer, as
Chair of SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO.
3, who is personally known to me or has produced a _____ as
identification, and took an oath.




Notary Public
Name: Bianca Magloire
Commission Expires: 2/15/2028

JOINDER BY LENDER
[NEED JOINDER FOR ALL MORTGAGE HOLDERS]

The undersigned ("Lender") is the owner and holder of the promissory note secured by that certain Mortgage, Assignment of Leases and Rents, and Security Agreement, dated October 31, 2024, granted by BANYAN SG8, LLC, a Florida limited liability company, and PEBB SG8 EAT, LLC, a Florida limited liability company (collectively, the "Mortgagor"), and recorded November 4, 2024, as File No. 5404552 in the Public Records of Saint Lucie County, Florida ("Mortgage"). Lender joins in this Easement to evidence its consent to the provisions of this Easement and to subordinate the lien of the Mortgage to this Easement.

IN WITNESS WHEREOF, the Lender has signed this Joinder as of April 14, 2025.

LENDER:

INTERNATIONAL FINANCE BANK,
a Florida banking corporation

By: [Signature]
 Name: Andrew Werber
 Title: VP of Commercial Lending

STATE OF Florida
 COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 14th day of April, 2025, by Andrew Werber, as VP of Commercial Lending of INTERNATIONAL FINANCE BANK, a Florida banking corporation, who X is personally known to me or ___ has produced a _____ as identification, and took an oath.

[Signature]
 Notary Public
 Name: Haychel Leon
 Commission Expires: _____



EXHIBIT "A-1"

LEGAL DESCRIPTION OF MATTAMY PROPERTY

TRACT "B1" OF KENLEY, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 104, PAGE 16, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA

LESS

A PORTION OF TRACT "B1" OF KENLEY, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 104, PAGE 16, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, AS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID TRACT "B1", THENCE ALONG THE WEST LINE OF SAID TRACT "B1", NORTH 00° 02' 34" EAST FOR A DISTANCE OF 69.28 FEET; THENCE DEPARTING SAID WEST LINE, NORTH 90° 00' 00" EAST FOR A DISTANCE OF 736.91 FEET; THENCE, NORTH 84° 30' 59" EAST FOR A DISTANCE OF 125.57 FEET; THENCE, NORTH 90° 00' 00" EAST FOR A DISTANCE OF 130.46 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 01° 10' 28", HAVING A RADIUS OF 3969.00 FEET, HAVING AN ARC DISTANCE OF 81.35 FEET, AND WHOSE LONG CHORD BEARS SOUTH 02° 23' 01" WEST FOR A DISTANCE OF 81.35 FEET TO THE SOUTHEAST CORNER OF SAID TRACT "B1"; THENCE ALONG THE SOUTH LINE OF SAID TRACT "B1", NORTH 90° 00' 00" WEST FOR A DISTANCE OF 989.04 FEET TO THE POINT OF BEGINNING.

EXHIBIT "A-2"

LEGAL DESCRIPTION OF SG8 PROPERTY

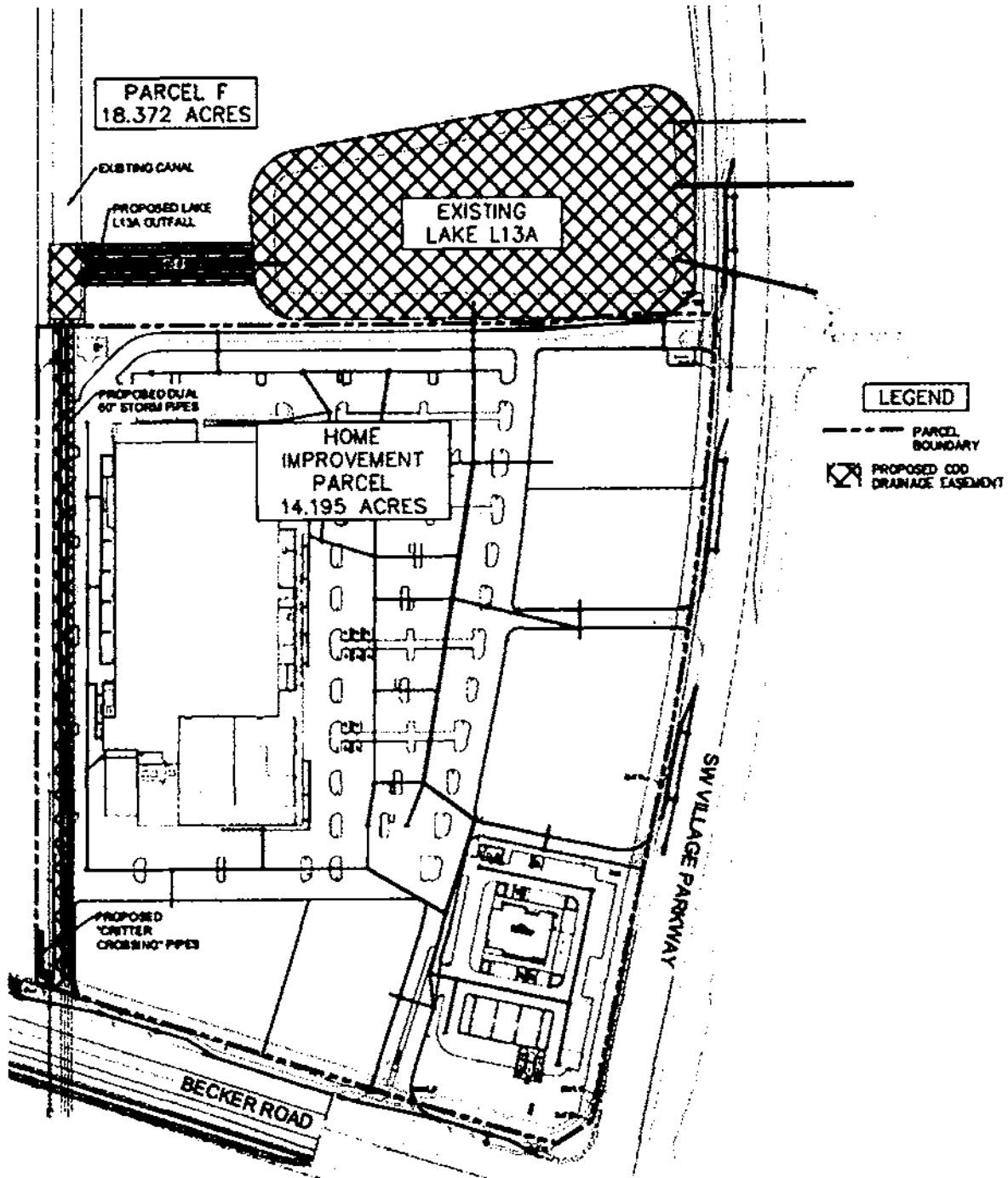
TRACT "C1" OF KENLEY, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 104, PAGE 16, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA

AND

A PORTION OF TRACT "B1" OF KENLEY, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 104, PAGE 16, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, AS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID TRACT "B1", THENCE ALONG THE WEST LINE OF SAID TRACT "B1", NORTH 00° 02' 34" EAST FOR A DISTANCE OF 69.28 FEET; THENCE DEPARTING SAID WEST LINE, NORTH 90° 00' 00" EAST FOR A DISTANCE OF 736.91 FEET; THENCE, NORTH 84° 30' 59" EAST FOR A DISTANCE OF 125.57 FEET; THENCE, NORTH 90° 00' 00" EAST FOR A DISTANCE OF 130.46 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 01° 10' 28", HAVING A RADIUS OF 3969.00 FEET, HAVING AN ARC DISTANCE OF 81.35 FEET, AND WHOSE LONG CHORD BEARS SOUTH 02° 23' 01" WEST FOR A DISTANCE OF 81.35 FEET TO THE SOUTHEAST CORNER OF SAID TRACT "B1"; THENCE ALONG THE SOUTH LINE OF SAID TRACT "B1", NORTH 90° 00' 00" WEST FOR A DISTANCE OF 989.04 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"
EASEMENT AREA



**Southern Grove Community
District Nos. 1-10**

MEMORANDUM

To: Board of Supervisors
From: Jesse Wargo, Assistant District Manager
Date: May 23, 2025

Board Meeting Date: June 4, 2025

SUBJECT

Approve and Ratify Temporary Easement Agreement for Construction of Stormwater Lake – St. Matilda Lake.

STAFF RECOMMENDATION

Staff recommends approval and ratification, and forwarding to legal for review.

GENERAL INFORMATION

On or about July 25, 2023, the parties entered into a Land Swap Agreement, as amended, wherein GFC agreed to convey to St. Matilda approximately 13.97 acres of vacant land. GFC desires to grant St. Matilda a temporary easement over the Lake Easement Area, for purposes of construction the WMA-1.

DISTRICT LEGAL COUNSEL REVIEW

Legal unable to review prior to execution.

FUNDING REVIEW

This project is not expected to impact the CDD Stormwater System operational budget.

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Record and return to:
Saint Matilda, LLC
1711 Biscayne Blvd., Suite 2105
North Miami Beach, FL 33160

**TEMPORARY EASEMENT AGREEMENT
FOR CONSTRUCTION OF STORMWATER LAKE**

This Temporary Easement Agreement for Construction of Stormwater Lake (this “**Easement Agreement**”) is made as of this ____ day of May 2025, by and among the PORT ST. LUCIE GOVERNMENTAL FINANCE CORPORATION, a Florida not-for-profit corporation (hereinafter referred to as “**GFC**”) and SAINT MATILDA, LLC, a Florida limited liability company (hereinafter referred to as “**Saint Matilda**”).

WHEREAS

A. On or about July 25, 2023, the parties entered into a Land Swap Agreement, as amended (“**LSA**”), wherein GFC agreed to convey to Saint Matilda approximately 13.97 acres of vacant land, which is more fully described on **Exhibit A**, attached hereto and incorporated herein (the “**Land**”), contemporaneously with the conveyance of a separate parcel from Saint Matilda to GFC; and

B. Pursuant to the terms of the LSA and amendments thereto, Saint Matilda must design, permit, and construct an approximately 2.01-acre water management tract (“**WMA-1**”) adjacent to the Land, on GFC owned property described in **Exhibit B**, attached hereto and incorporated herein (the “**Lake Easement Area**”), contemporaneously with the development of the Land for its intended use; and

C. The SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 5, a community development district established in accordance with Chapter 190, Florida Statutes (hereinafter referred to as “**CDD 5**”), also holds an interest in the Lake Easement Area by virtue of a dedication on the plat to CDD 5; and

D. Given CDD 5’s interest in the Lake Easement Area, CDD 5 joins in the execution of this Easement Agreement contemporaneously with GFC and Saint Matilda for the purpose of evidencing and acknowledging its agreement to terms hereof; and

E. GFC desires to grant Saint Matilda a temporary easement over the Lake Easement Area, for purposes of constructing the WMA-1.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Grant of Easement for WMA-1 Construction. Subject to the terms and conditions set forth below, GFC hereby grants and conveys to Saint Matilda: (a) a temporary construction easement in, over and across such portions of the Lake Easement Area as is reasonably necessary for purposes of constructing WMA-1 and other work related thereto and excavating and

removing fill material from the Lake Easement Area, as more particularly set forth below; and (b) a non-exclusive temporary easement for ingress and egress, including but not limited to construction vehicles for transport of equipment, materials and personnel, to and from such portions of the Lake Easement Area as is reasonably necessary for the purposes of excavating WMA-1, removal of soil and fill in accordance with the terms in this Easement Agreement as well as conducting any pre-construction testing of the real property necessary for facilitating construction of WMA-1 (collectively, the "**Lake Easement**").

2. Construction, Ownership and Maintenance of WMA-1.

a. Construction of WMA-1. Saint Matilda shall construct the WMA-1 at its sole expense and the WMA-1 shall be designed, permitted and constructed in accordance with the typical cross sections and specifications that were provided to Saint Matilda by GFC, as completed by Saint Matilda and approved by GFC ("**Specs**"). The design, surface area and capacity of the WMA-1, as reflected in such Specs, shall comply with South Florida Water Management District ("**SFWMD**")'s permit for the construction of WMA-1 (the "**SFWMD Permit**") and the Southern Grove Community Development District No. 1, St. Lucie County Florida, Policies & Procedures Manual Last Revision dated January 8, 2020 (the "**CDD Policies**"). The construction of WMA-1 shall be performed by Saint Matilda, an entity related to Saint Matilda, or a general contractor in strict accordance with the Specs. If the construction of WMA-1 is performed by a general contractor unrelated to Saint Matilda, a copy of the construction contract shall be provided to the GFC. At no cost to GFC and at the request of Saint Matilda, GFC agrees to cooperate with, join and/or execute any application or document required by any governmental agency in order to construct and/or inspect and accept WMA-1. The creation of any necessary unpaved roads on the Lake Easement Area over which fill material is transported from WMA-1 to the Land shall be the responsibility of Saint Matilda, at its sole expense. Saint Matilda shall be entitled to retain and place on the Land all the structural grade and/or other useable fill from the excavation of WMA-1 necessary for Saint Matilda's construction on the Land. Saint Matilda shall complete construction of WMA-1 prior to a Certificate of Occupancy being issued for any building being constructed on the Land ("**Completion Date**"), subject to extensions for a Force Majeure Event (as herein defined). As used herein, a "**Force Majeure Event**" shall include governmental moratorium or unavailability of essential supplies, labor, or utilities (e.g. power or water) through no fault of Saint Matilda, fire (including wildfires), explosion or similar casualty, sabotage, theft, vandalism, riot or civil commotion, hurricane, tropical storm, tornado or flooding, or epidemic or pandemic. Any extension of any date or deadline set forth in this Easement Agreement due to a Force Majeure Event shall be only for delay in performance that actually results from such Force Majeure Event. In the event that Saint Matilda claims a delay for a Force Majeure Event, Saint Matilda shall make a claim for an extension in writing to GFC within ten (10) business days after the occurrence of a Force Majeure Event for which such claim is being made. Additionally, any date or deadline set forth in this Easement Agreement may be delayed for inclement weather conditions, as set forth in the following sentence, based on the commercially reasonable concurrence of GFC ("**Weather Days**"). GFC will grant time extensions, on a day-to-day basis, for delays caused by the effects of rain or inclement weather conditions, related adverse soil conditions or suspensions of operations that prevent Saint Matilda from constructing WMA-1. If Saint Matilda believes a Weather Day has

occurred, Saint Matilda shall submit a request for time extension promptly, but no later than ten (10) business days after the occurrence of the event, which, in the opinion of Saint Matilda, warrants such an extension with reasons clearly stated and a detailed explanation given as to why the event is considered to be a Weather Day. If no written objection to such request for extension is received from GFC within five (5) business days from the date of the delivery by Saint Matilda of the request, such extension shall be deemed given.

b. Excess Fill. Saint Matilda shall provide ten (10) days written notice of having met its fill needs and notify GFC, in writing, whether, in Saint Matilda's opinion, there is any excess suitable fill material ("**Excess Fill**") that has been excavated or can be excavated from WMA-1. Within five (5) days of GFC receiving written notice that there is Excess Fill, GFC shall notify Saint Matilda that Saint Matilda shall either: (i) legally dispose of the previously excavated Excess Fill material at Saint Matilda's discretion; (ii) not excavate the Excess Fill and Saint Matilda's obligation to continue excavating shall terminate; or (iii) excavate and stockpile the Excess Fill in a location adjacent to the Lake Easement, to be determined by GFC, and clear and scrape the area where such Excess Fill will be stored. In the event GFC elects (iii), above, GFC shall not be required to pay Saint Matilda for the actual costs for excavation and transport of the Excess Fill (if not already excavated). Saint Matilda's obligation to excavate Excess Fill shall not continue beyond the Completion Date.

c. Unsuitable Fill Material. Saint Matilda shall, at its expense, promptly deposit any unsuitable fill or Excess Fill that has not been disposed of in accordance with subsection (b) above, back into WMA-1 on a generally even basis, or in another location if not appropriate to dispose back into WMA-1, and in accordance with the SFWMD Permit and the CDD Policies.

d. Conveyance and Maintenance of WMA-1; Drainage Easement. Saint Matilda understands and acknowledges that WMA-1 will be subject to CDD 5 design approval and shall submit the Specs for CDD 5 approval, if applicable. CDD 5 has historically accepted drainage facilities for ownership and maintenance so long as the construction meets CDD 5's approved plans and design standards which Saint Matilda agrees to incorporate into the Specs. With this understanding, GFC and Saint Matilda shall use their best efforts to negotiate that such CDD 5 will have all maintenance obligations for WMA-1 and the stormwater system located therein.

e. Conditions to Commencement of Construction. Prior to commencement of construction/excavation of WMA-1, Saint Matilda shall provide GFC with: (a) a performance bond in a form and content acceptable to GFC (in the exercise of reasonable discretion) in an amount equal to 120% of the total estimated cost of construction/excavation of WMA-1, as reflected in one or more cost estimates, acceptable to GFC, issued by the contractor performing the construction of WMA-1 based on the approved Specs; (b) evidence that the SFWMD Permit has been obtained; (c) a copy of the construction/excavation contract (unless construction/excavation of WMA-1 is performed by Saint Matilda, an entity owned and controlled by Saint Matilda, or an entity that owns and controls Saint Matilda); and (d) evidence of a certificate of insurance reasonably satisfactory to GFC evidencing liability insurance as set forth below. The performance bond shall be in effect contemporaneously alongside construction/excavation of WMA-1, until the issuance by the

applicable governmental authorities of a certificate of completion or its equivalent (“**Final Completion**”), at which time the performance bond shall be terminated and/or released to Saint Matilda without the need for any further consent by GFC. The performance bond may be drawn upon by the City or GFC to pay the costs related to completing the construction/excavation of WMA-1 if such construction/excavation is not completed as provided in this Easement Agreement, it being understood that the right to draw upon the performance bond shall survive any termination of this Easement Agreement resulting from a Saint Matilda Event of Default. Prior to the City having the right to draw on the performance bond as a result of Saint Matilda’s failure to complete construction of WMA-1 by the Completion Date, the City shall send a written notice to Saint Matilda indicating its intent to draw on the performance bond if Saint Matilda does not cure such failure within twenty (20) days from receipt of such written notice.

f. Insurance Requirements. GFC shall require Saint Matilda to, on a primary basis and at its sole expense, maintain in full force and effect at all times contemporaneous with the life of this Agreement, insurance coverage, limits, including endorsements, as described herein.

The parties agree and recognize that it is not the intent of the GFC or the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this Agreement will provide insurance coverage to any entity, corporation, business, person, or organization, other than GFC and the City of Port St. Lucie and neither shall be obligated to provide any insurance coverage other than for GFC or the City of Port St. Lucie or extend its sovereign immunity pursuant to Section 768.28, Florida Statutes, under its self-insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, any obligation to name GFC or the City of Port St. Lucie as an additional insured under any other insurance policy, or otherwise protect the interests of GFC or the City of Port St. Lucie as specified in this Agreement.

1. **Workers’ Compensation Insurance & Employer’s Liability:** Saint Matilda shall maintain Workers’ Compensation Insurance & Employers’ Liability in accordance with Section 440, Florida Statutes. Employers’ Liability and must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement shall be provided. Coverage shall apply on a primary basis.
2. **Commercial General Liability Insurance:** Saint Matilda shall maintain Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$2,000,000
General aggregate	\$2,000,000
Fire damage	\$100,000 any 1 fire
Medical expense	\$10,000 any 1 person

3. Additional Insured: An Additional Insured endorsement **must** be attached to the certificate of insurance and must include coverage for on-going and Completed Operations (should be ISO CG2037 & CG2010) under the General Liability policy. Products & Completed Operations coverage to be provided for a minimum of five (5) years from the date of possession by GFC or completion of contract. Coverage is to be written on an occurrence form basis. Coverage shall apply on a primary and non-contributory basis. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation shall be provided in favor of GFC and the City. Coverage for the hazards of explosion, collapse, and underground property damage (XCU) must also be included when applicable to the work performed. No exclusion for mold, silica or respirable dust or bodily injury/property damage arising out of heat, smoke, fumes, or hostile fire shall apply. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause.

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by this Agreement has been endorsed to include GFC, its officers, agents and employees and the Saint Matilda, its officers, agents and employees as Additional Insured added to its Commercial General Liability policy and Business Auto policy. The policies shall be specifically endorsed to provide thirty (30) day written notice to GFC prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Copies of the Additional Insured endorsements including Completed Operations coverage shall be attached to the Certificate of Insurance.

4. Automobile Liability Insurance: Saint Matilda shall maintain Business Automobile Liability at a limit of liability not less than \$1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event, the Saint Matilda does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Saint Matilda to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation shall be provided. Coverage shall apply on a primary non-contributory basis.
5. Waiver of Subrogation: Saint Matilda shall provide to a Waiver of Subrogation for each required policy. When required by the insurer or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then Saint Matilda shall be required to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should Contractor enter into such a Contract on a pre-loss basis.

6. Deductibles: All deductible amounts shall be paid for and shall be the responsibility of Saint Matilda for any and all claims under this Agreement.

Saint Matilda shall ensure that all independent contractors and subcontractors comply with the same insurance requirements as listed herein, including Products & Completed Operations coverage for a minimum of five (5) years from the date of possession by GFC or completion of contract. Saint Matilda shall obtain Certificates of Insurance from all contractors and subcontractors listing GFC as an Additional Insured, without the language when required by written contract.

Saint Matilda may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, or Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form, GFC and Saint Matilda shall be endorsed as an "Additional Insured."

g. Commencement of Construction. Saint Matilda shall commence construction/excavation of WMA-1 within three (3) weeks of receipt of all permits necessary to complete WMA-1 and shall complete the construction of WMA-1 by the Completion Date, subject to extensions of time due to acts of Force Majeure and/or Weather Days pursuant to Section 2(a). Once commenced, Saint Matilda shall: (i) diligently pursue and complete the construction of WMA-1 at its sole expense and in accordance with this Easement Agreement; (ii) cause any liens recorded against the Lake Easement Area due to Saint Matilda's construction/excavation of WMA-1 to be released or transferred to bond within thirty (30) days after Saint Matilda receives written notice of any lien (and Saint Matilda shall not be entitled to any additional notice or cure periods therefor); (iii) indemnify and hold harmless GFC, and its directors, officers, employees and agents, and their respective heirs, successors and assigns, from and against any and all liability to any person or entity for or on account of any death or injury to persons or any damage to property, as well as any loss, damage, lien, claim, injury or expense (including reasonable out-of-pocket attorneys' fees and actual out-of-pocket costs) which is directly caused by Saint Matilda's negligence or willful act or omission, or resulting from, arising out of or occurring in connection with this Lake Easement or the use of the Lake Easement Area by Saint Matilda or its agents, employees or contractors during the construction of WMA-1, including, without limitation, any violation by Saint Matilda of any federal, state or local environmental, health or safety rules or regulations by Saint Matilda or its agents, employees or contractors in the use of the Lake Easement, unless such liability or violation is the result of the GFC's or its agent's negligence or willful act or omission, which indemnification and hold harmless obligation shall survive any termination of this Easement Agreement as to any of Saint Matilda's construction/excavation activities occurring prior to Saint Matilda achieving Final Completion. Saint Matilda shall (iv) comply with the SFWMD Permit and the CDD Policies; and (v) not change the location or configuration of WMA-1 as depicted on the Specs in any material respect without the prior written approval of GFC, which approval shall not be unreasonably, withheld, conditioned, or delayed.

3. Tentative Schedule. The parties currently anticipate Saint Matilda obtaining the following approvals contemporaneously with the following specified dates.

1. **Lake Construction Plan Approval from the City – 6/11/25**
2. **Lake CDD Approval – 5/13/25**
3. **Lake SFWMD Environmental Resource Permit – 7/1/25**
4. **Lake SFWMD Dewatering Permit – 6/16/25**
5. **Lake Public Works Permit – 8/11/25**
6. **Lake Commercial Compliance Review – 8/12/25**
7. **Lake Construction Public Works Pre-Con – 8/13/25**
8. **Lake Construction PSLUSD approval – 8/13/25**

4. Termination. This Easement Agreement, including, without limitation, the rights and obligations of Saint Matilda hereunder (except for those obligation which expressly survive the termination hereof) shall terminate upon the earlier to occur: (i) Final Completion of WMA-1; (ii) following written notice from GFC to Saint Matilda and failure to cure after the occurrence of a Saint Matilda Event of Default (as defined below); or (iii) if the construction and excavation of WMA-1 are not completed by the Completion Date as such date may be extended as provided herein.

5. Use of the Easement Property. Saint Matilda shall use the Lake Easement Area in accordance with all applicable federal, state, and local laws, rules and regulations, licenses, permits, and orders including those of all applicable governmental and quasi-governmental agencies, boards, and instrumentalities. Saint Matilda shall not permit any Saint Matilda employees, agents, or contractors to store or place, at any time, any items (including vehicles) within the Lake Easement Area which could block vehicular or pedestrian access from and across the Lake Easement Area. Saint Matilda shall be required to provide GFC with ten (10) days prior written notice before commencing construction activities. Accordingly, any entry upon the Lake Easement Area by Saint Matilda, its employees, agents, or contractors, to either construct, excavate or maintain the Lake Easement Area will be subject to the reasonable requirements of GFC if the requirements are provided to Saint Matilda in writing, provided that any such requirements that increase the costs of construction/excavation of WMA-1 to Saint Matilda, or stop or slow the construction/excavation of WMA-1 shall require approval by Saint Matilda, such approval not to be unreasonably denied, withheld, or conditioned. Upon Final Completion, Saint Matilda shall have restored any unintended effects of construction on the Lake Easement Area (specifically including tire tracks, unintended gouges, gores, or other significant irregularities in the real property that are not found within the Specs) and shall ensure that there exists no garbage or trash within the Lake Easement Area upon turnover to either the GFC or to CDD 5.

6. Warranty. To the extent assignable by Saint Matilda, Saint Matilda shall assign to GFC all warranties pertaining to WMA-1. Saint Matilda further agrees that for a period of one (1) year following Final Completion Saint Matilda will correct, upon written notice, any deficiencies in the construction/excavation of WMA-1 as specified by the Specs (each, a “**Deficiency**”), within ninety (90) days after written notice. Such repair work undertaken pursuant to this paragraph shall be at Saint Matilda’s sole cost and expense, and in accordance with the

reasonable standards and specifications of the GFC consistent with the Specs. In the event Saint Matilda fails to correct Deficiencies following written notice to Saint Matilda within such ninety (90) day period (or if such Deficiencies require more than 90 days to correct, if Saint Matilda does not begin and diligently pursue such correction within 90 days), GFC shall have the right to perform repairs to correct the Deficiencies following written notice to Saint Matilda, and Saint Matilda thereafter agrees to reimburse GFC for all reasonable costs incurred by GFC to perform such work within thirty (30) days after Saint Matilda's receipt of a request for payment from the GFC, together with such supporting documentation as Saint Matilda may reasonably request.

7. Event of Default & Remedies. In the event that Saint Matilda fails to: (a) pay any sum required to be paid by Saint Matilda hereunder; or (b) perform any obligation required by Saint Matilda, other than the obligation to complete the construction/excavation of WMA-1 by the Completion Date, then GFC may provide Saint Matilda with written notice thereof ("**Notice of Saint Matilda Default**"). In the case of a failure to: (a) pay any such sum, Saint Matilda shall pay said sum within ten (10) business days from the date of receipt of the Notice of Saint Matilda Default; or (b) perform any such obligation, (but excluding the obligation to complete the construction of WMA-1 by the Completion Date), Saint Matilda shall perform said obligation within thirty (30) days, provided, however, if said obligation is of such a nature that it could not reasonably be performed within thirty (30) days, then Saint Matilda shall: (i) promptly institute necessary cure efforts and give GFC notice of the actions to be taken by Saint Matilda; and (ii) thereafter diligently pursue said efforts for a period of up to sixty (60) days after the date of receipt of the Notice of Saint Matilda Default. If Saint Matilda fails to cure any such matter within the time period set forth above after receipt of the Notice of Saint Matilda Default, then it shall constitute a "**Saint Matilda Event of Default**" hereunder. In the event of such Saint Matilda Event of Default, GFC shall have the right to: (i) terminate this Easement Agreement; and (ii) pursue such other remedies as may be available at law or in equity, provided that GFC waives the right to seek and recover indirect, punitive, special and/or consequential damages, including lost profits, from Saint Matilda. In addition, if Saint Matilda fails to complete construction/excavation of WMA-1 or if Saint Matilda fails to complete construction/excavation of WMA-1 prior to termination of this Easement Agreement due to a Saint Matilda Event of Default, GFC or the City shall have the right to draw on the proceeds of the performance bond as provided in Section 2(f) hereof, to complete construction of WMA-1 in accordance with the Specs.

8. Notices. Any notice required or permitted to be given under the terms of this Easement Agreement shall be in writing and hand delivered or sent certified mail, return receipt requested, by U.S. Mail to the following addresses:

Notices to GFC:	Port St. Lucie Governmental Finance Corporation 121 SW Port St. Lucie Boulevard Port St. Lucie, FL 34984 Attention: City Manager Telephone: 772 871 5163 Email: jmerejo@cityofpsl.com
With copies to:	City of Port St. Lucie, Florida

121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984
Attention: City Attorney
Telephone: 772 871 5294
Email: rberrios@cityofpsl.com

Notices to Saint Matilda: Saint Matilda, LLC
1711 Biscayne Blvd., Suite 2105
North Miami Beach, FL 33160
Email: GastonS@FerBalCapital.com
Email: EmiFernandezB@Gmail.com

With a copy to: Dean, Mead, Minton & Moore
1903 South 25th St, Suite 200
Fort Pierce, FL 34947
Email: LWellmeier@deanmead.com

R&S International Law Group, LLP
1000 Brickell Avenue, Suite 400
Miami, FL 33131
Email: nstanham@rsmiami.com
Email: etriana@rsmiami.com

Notices may also be sent by overnight courier such as Federal Express. Notices shall be effective upon delivery in the case of hand delivery or overnight courier. Notices sent by certified U.S. Mail shall be effective on the third (3rd) business day after being placed in the U.S. Mail. The address for notices under this Easement Agreement shall be the business addresses provided above. Addresses for notices under this Easement Agreement may be changed by written notice given in accordance with the terms hereof.

9. Sovereign Immunity. Nothing in this Easement Agreement shall be considered to increase or waive any limits of liability or waive any immunity afforded to either GFC or the City of Port St. Lucie by Florida Statutes, case law, or any other source of law.

10. Assignability. The rights and obligations of Saint Matilda under this Agreement may not be assigned in whole or in part without the prior or contemporaneously written consent of GFC, which consent shall not be unreasonably withheld, delayed, or conditioned.

11. Governmental Approvals. Should the City of Port St. Lucie not approve any required application for development approval required for the granting of a permit or other development approval for construction of WMA-1, then this Easement Agreement shall automatically terminate, after all appeal periods have expired, and, neither this Easement Agreement, nor any of its provisions, shall be the basis in any respect for a claim against GFC for breach of this Easement Agreement or a basis in any respect for a claim against the City of Port

St. Lucie acting in its governmental regulatory capacity as a result of such denied development approval or permit.

12. Covenants Running with the Land. This Easement Agreement, including, without limitation the covenants set forth herein, shall run with the Lake Easement Area and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

13. Compliance. Saint Matilda shall comply with all applicable laws, codes, rules, regulations, statutes, ordinances, and permits of applicable governmental authorities, including environmental laws, with respect to use and enjoyment of any of the rights and easements granted herein. In connection with any use of the Lake Easement Area or work to be performed by Saint Matilda or its agents, employees, or contractors, pursuant to this Lake Easement, all such use and/or work shall be in accordance with all applicable governmental requirements and permits to the extent appropriate and shall be done in a good and workmanlike manner, free and clear of all liens and encumbrances.

14. 713 Notice. Under Florida Section 713.10, Florida Statutes, the interest of GFC in the Lake Easement Area or the improvements therein, shall not be subject to liens for any improvements made by or on behalf of Saint Matilda and it is specifically provided that neither Saint Matilda nor any one claiming by, through or under Saint Matilda, including, without limitation, contractors, subcontractors, materialmen, mechanics and/or laborers, shall have any right to file or place any mechanics' or materialmen's liens of any kind whatsoever upon the Lake Easement Area or the improvements thereon; and any such liens are hereby specifically prohibited. All parties with whom Saint Matilda may deal are put on notice that Saint Matilda has no power to subject GFC's interest to any mechanics or materialmen's lien of any kind or character, and all such persons so dealing with Saint Matilda must look solely to Saint Matilda and not to GFC's said interest or assets. Saint Matilda shall provide written notice to each contractor, subcontractor, materialman, mechanic, and laborer performing work in the Lake Easement Area of the foregoing.

15. Miscellaneous. This Easement Agreement shall be construed under the laws of the State of Florida. Venue for any action for the interpretation or enforcement of this Easement Agreement shall lie only in St. Lucie County, Florida. The paragraph and subparagraph captions included herein are for reference only and should not be used in construing any of the terms hereof. This Easement Agreement may only be modified, supplemented, or terminated in a writing signed by GFC and Saint Matilda, or their successors in title. Each of the rights and benefits granted herein shall include all those additional rights and benefits which are necessary for the full enjoyment thereof and are customarily incidental hereto.

[SIGNATURE BLOCKS ON FOLLOWING PAGE]

**Signature Page
for
Port St. Lucie Governmental Finance Corporation**

This Signature Page is attached to and made a part of that certain Easement Agreement between PORT ST. LUCIE GOVERNMENTAL FINANCE CORPORATION, a Florida not for profit corporation, and SAINT MATILDA, LLC, a Florida limited liability company. The undersigned hereby approves and agrees to be bound legally by the terms and provisions of said Easement Agreement.

Witnesses:

GFC:

Port St. Lucie Governmental Finance Corporation,
a not-for-profit Florida corporation

Printed Name: _____
Address: 121 SW Port St. Lucie Blvd.
Port St. Lucie, Florida 34984

By: _____
Shannon Martin, President

Printed Name: _____
Address: 121 SW Port St. Lucie Blvd.
Port St. Lucie, Florida 34984

STATE OF FLORIDA)
) ss
COUNTY OF ST. LUCIE)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of May 2025, by Shannon Martin, as President of the Port St. Lucie Governmental Finance Corporation, and on behalf of the Port St. Lucie Governmental Finance Corporation, a Florida not-for-profit corporation, who is [] personally known to me, or who has [] produced the following identification _____.

Signature of Notary Public
Name: _____
Notary Public, State of Florida
My Commission expires _____

**Signature Page
for
Saint Matilda, LLC**

This Signature Page is attached to and made a part of that certain Easement Agreement between PORT ST. LUCIE GOVERNMENTAL FINANCE CORPORATION, a Florida not for profit corporation, and SAINT MATILDA, LLC, a Florida limited liability company. The undersigned hereby approves and agrees to be bound legally by the terms and provisions of said Easement Agreement.

Saint Matilda, LLC, a Florida limited liability company

By: White Velvet, LLC, its Manger

Printed Name: _____
Address: _____

By: _____
Emiliano Sebastian Fernandez Balague, its Manager

Printed Name: _____
Address: _____

STATE OF FLORIDA)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of May 2025, by Emiliano Sebastian Fernandez Belague, as Manager of White Velvet, LLC, as manager of Saint Matilda, LLC, and on behalf of Saint Matilda, LLC, a Florida limited liability company, who is [] personally known to me, or who has [] produced the following identification _____.

Signature of Notary Public
Name: _____
Notary Public, State of Florida
My Commission expires _____

**Signature Page
for
Southern Grove Community Development District No. 5**

Witnesses:

**SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT NO. 5**, a community
development district established in accordance with
Chapter 190, Florida Statutes

William Pittley III
Printed Name: William Pittley III
Address: 2500 Quantum Lakes Dr
Dayton Beach FL 32126

By: [Signature]
Name: Eric Sexauer
Its: Chair

Bianca Magloire
Printed Name: Bianca Magloire
Address: 2500 Quantum Lakes Dr,
Dayton Beach, FL 32126

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online
notarization this 22nd day of May 2025, by Eric Sexauer, as Chair of
SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 5, and on behalf of
SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 5, who is ☒ personally
known to me, or who has [] produced the following identification _____.

[Signature]
Signature of Notary Public

Name: Bianca Magloire

Notary Public, State of Florida
My Commission expires 2/15/28

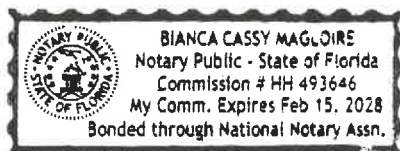


EXHIBIT A

Saint Matilda Parcel (the “Land”)

Lot 2, Southern Grove Plat No. 46, as recorded in Plat Book 125, Page 17, of the Public Records of St. Lucie County, Florida.

EXHIBIT B

Lake Easement Area

WMA-1, in Southern Grove Plat 46, as recorded in Plat Book 125, Page 17, of the Public Records of St. Lucie County, Florida.

**Southern Grove Community
District Nos. 1-10**

MEMORANDUM

To: Board of Supervisors
From: Jesse Wargo, Assistant District Manager
Date: April 17, 2025

Board Meeting Date: June 4, 2025

SUBJECT

Work Authorization (WA) WA-19-144-238; Tesla Center - SWM

STAFF RECOMMENDATION

District Engineer recommends approval of the proposed project connecting to the Southern Grove Master Stormwater System under the following conditions:

1. Responding to the outstanding Request for Additional Information to the CDD Engineer's satisfaction.

GENERAL INFORMATION

On March 17 2025, the Southern Grove CDD Engineer received an application for a Work Authorization for the "Southern Grove 7D Tesla Center" project. The 5.95-acre parcel is located west of I-95 and south of Becker Road. This application seeks an approval from the Southern Grove Community Development District for the construction of a 35,325 SF commercial Tesla store, the associated site amenities including the parking lot and landscape buffers, and the stormwater management system.

DISTRICT LEGAL COUNSEL REVIEW

Not applicable.

FUNDING REVIEW

This project is not expected to impact the CDD Stormwater System operational budget.

**Southern Grove Community Development District
BOARD AGENDA ITEM
Board Meeting Date: June 4, 2025**

Subject: Southern Grove 7D Tesla Center - SWM
Work Authorization No. WA-19-144-238
C&T Project No. 19-144.SG2.006.0325.W SG

Background:

On March 17 2025, the Southern Grove CDD Engineer received an application for a Work Authorization for the “Southern Grove 7D Tesla Center” project. The 5.95-acre parcel is located west of I-95 and south of Becker Road. This application seeks an approval from the Southern Grove Community Development District for the construction of a 35,325 SF commercial Tesla store, the associated site amenities including the parking lot and landscape buffers, and the stormwater management system.

Recommended Action:

Approve proposed project connecting to the Southern Grove Master Stormwater System under the following conditions:

1. Responding to the outstanding Request for Additional Information to the CDD Engineer’s satisfaction.

Location: Southern Grove Community Development District CDD.2

Within Tradition Irrigation Service Area? No

Fiscal Information: This project is not expected to impact the CDD Stormwater System operational budget.

Grant Related? No

Additional Comments: None

Board Action:

Moved by:

Seconded by:

Action Taken:

Item Prepared by: Stefan K. Matthes, PE

April 17, 2025

**Southern Grove Community
District Nos. 1-10**

MEMORANDUM

To: Board of Supervisors

From: Jesse Wargo, Assistant District Manager

Date: April 17, 2025

Board Meeting Date: June 4, 2025

SUBJECT

Work Authorization (WA) WA-19-144-239; Parcel B Starbucks - SWM

STAFF RECOMMENDATION

District Engineer recommends approval of the proposed project connecting to the Southern Grove Master Stormwater System under the following conditions:

1. Responding to the outstanding Request for Additional Information to the CDD Engineer's satisfaction.

GENERAL INFORMATION

On March 17 2025, the Southern Grove CDD Engineer received an application for a Work Authorization for the "Southern Grove 7D Tesla Center" project. The 5.95-acre parcel is located west of I-95 and south of Becker Road. This application seeks an approval from the Southern Grove Community Development District for the construction of a 35,325 SF commercial Tesla store, the associated site amenities including the parking lot and landscape buffers, and the stormwater management system.

DISTRICT LEGAL COUNSEL REVIEW

Not applicable.

FUNDING REVIEW

This project is not expected to impact the CDD Stormwater System operational budget.

**Southern Grove Community Development District
BOARD AGENDA ITEM
Board Meeting Date: June 4, 2025**

Subject: **SG7 Parcel B Starbucks- SWM**
 Work Authorization No. WA-19-144-239
 C&T Project No. 19-144.SG2.007.0325.W SG

Background:

On March 17 2025, the Southern Grove CDD Engineer received an application for a Work Authorization for the “SG7 Parcel B Starbucks” project. The 1.30-acre parcel is located west of I-95 and south of Becker Road. This application seeks an approval from the Southern Grove Community Development District for the construction of a 2500 SF commercial Starbucks building, the associated site amenities including the parking lot and landscape buffers, and the stormwater management system.

Recommended Action:

Approve proposed project connecting to the Southern Grove Master Stormwater System under the following conditions:

1. Responding to the outstanding Request for Additional Information to the CDD Engineer’s satisfaction.

Location: Southern Grove Community Development District CDD.2

Within Tradition Irrigation Service Area? No

Fiscal Information: This project is not expected to impact the CDD Stormwater System operational budget.

Grant Related? No

Additional Comments: None

Board Action:

Moved by:

Seconded by:

Action Taken:



Item Prepared by: Stefan K. Matthes, PE

April 17, 2025



SG - SG7 Parcel B Starbucks
WA#: 19-144-239
Project #:19-144.SG2.007.0325.W

Legend

-  Subject Property
-  Other Parcels



**CULPEPPER &
TERPENING INC**

Work Authorization #:
19-144- 239
Project #:
19-144.SG2.007.0325.W
Scale: 1" = 1,000'
Date: 4/17/2025

EXHIBIT 1
SG - SG7 PARCEL B
STARBUCKS
SITE LOCATION MAP

**Southern Grove Community
District Nos. 1-10**

MEMORANDUM

To: Board of Supervisors
From: Jesse Wargo, Assistant District Manager
Date: April 18, 2025

Board Meeting Date: June 4, 2025

SUBJECT

Work Authorization (WA) WA-19-144-240; Parcel C Chipotle & Office Building - SWM

STAFF RECOMMENDATION

District Engineer recommends approval of the proposed project connecting to the Southern Grove Master Stormwater System under the following conditions:

1. Responding to the outstanding Request for Additional Information to the CDD Engineer's satisfaction.

GENERAL INFORMATION

On March 17 2025, the Southern Grove CDD Engineer received an application for a Work Authorization for the "SG7 Parcel C Chipotle & Office Building" project. The project is located west of I-95 and south of Becker Road. The subject parcel, Tract C of the proposed Tradition SG-7 plat, is 1.124 acres. This application proposes a 2,519 SF Chipotle attached to a 3,568 SF Office space for a total of 6,087 SF of total building area along with its associated infrastructure components, such as parking, landscaping and landscape islands, and sidewalks.

DISTRICT LEGAL COUNSEL REVIEW

Not applicable.

FUNDING REVIEW

This project is not expected to impact the CDD Stormwater System operational budget.

**Southern Grove Community Development District
BOARD AGENDA ITEM
Board Meeting Date: June 4, 2025**

Subject: **SG7 Parcel C Chipotle & Office Building - SWM**
Work Authorization No. WA-19-144-240
C&T Project No. 19-144.SG2.008.0325.W SG

Background:

On March 17 2025, the Southern Grove CDD Engineer received an application for a Work Authorization for the “SG7 Parcel C Chipotle & Office Building” project. The project is located west of I-95 and south of Becker Road. The subject parcel, Tract C of the proposed Tradition SG-7 plat, is ±1.124 acres. This application proposes a ±2,519 SF Chipotle attached to a ±3,568 SF Office space for a total of ±6,087 SF of total building area along with its associated infrastructure components, such as parking, landscaping and landscape islands, and sidewalks.

Recommended Action:

Approve proposed project connecting to the Southern Grove Master Stormwater System under the following conditions:

1. Responding to the outstanding Request for Additional Information to the CDD Engineer’s satisfaction.

Location: Southern Grove Community Development District CDD.2

Within Tradition Irrigation Service Area? No

Fiscal Information: This project is not expected to impact the CDD Stormwater System operational budget.

Grant Related? No

Additional Comments: None

Board Action:

Moved by:

Seconded by:

Action Taken:

Item Prepared by: Stefan K. Matthes, PE

April 18, 2025



Legend

- Subject Property
- Other Parcels



Work Authorization #:
19-144-240
Project #:
19-144.SG2.008.0325.W
Scale: 1" = 1,000'
Date: 4/21/2025

EXHIBIT 1
SG - SG7 PARCEL C
CHIPOTLE & OFFICE
BUILDING
SITE LOCATION MAP

**Southern Grove Community
District Nos. 1-10**

MEMORANDUM

To: Board of Supervisors
From: Jesse Wargo, Assistant District Manager
Date: April 25, 2025

Board Meeting Date: June 4, 2025

SUBJECT

Consider Resolution No. 2025-10; Adopting Proposed Budget FY: 25/26 and Setting a Public Hearing.

STAFF RECOMMENDATION

Staff recommends approving Resolution No. 2025-10 for District Nos. 1-10 approving the district's proposed budget for fiscal year 2025/2026 and setting a public hearing.

GENERAL INFORMATION

A resolution of the board of supervisors of the Southern Grove Community Development District Nos. 1-10 approving the district's proposed budget for fiscal year 2025/2026; setting a public hearing there on pursuant to florida law; directing staff to provide a copy of the proposed budget to the local general-purpose government and providing for notice of said hearing pursuant to law.

DISTRICT LEGAL COUNSEL REVIEW

The District Legal Counsel has reviewed and recommends approval.

FUNDING REVIEW

Consideration during Public Hearing on June 4, 2025.

RESOLUTION 2025-10

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO.'S 1-10 APPROVING THE DISTRICT'S PROPOSED BUDGET FOR FISCAL YEAR 2025/2026; SETTING A PUBLIC HEARING THERE ON PURSUANT TO FLORIDA LAW; DIRECTING STAFF TO PROVIDE A COPY OF THE PROPOSED BUDGET TO THE LOCAL GENERAL-PURPOSE GOVERNMENT AND PROVIDING FOR NOTICE OF SAID HEARING PURSUANT TO LAW.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board a proposed budget for fiscal year 2025/2026 attached hereto as Exhibit A; and

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

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 1:

1. The budget proposed by the District Manager for fiscal year 2025/2026, attached hereto as Exhibit A, is hereby approved as the basis for conducting a public hearing to adopt said budget.
2. A public hearing on said approved budget is hereby declared and set for the following date, hour and place:

Date: August 6th, 2025

Hour: 10:30A.M.

Place: Tradition Town Hall

3. The District Manager shall send a copy of the proposed budget to the City of Port St. Lucie at least 60 days prior to the date of the public hearing.
4. The District Manager shall cause notice of the public hearing to be provided by publication in a newspaper of general circulation in St. Lucie County once a week for two consecutive weeks with the first publication not less than 15 days prior to the date of the public hearing.

PASSED AND ADOPTED THIS 4th DAY OF JUNE, 2025.

SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT NO.'S
1, 2, 3, 5, 9

Chairman / Vice Chairman

Print Name (Eric Sexauer)

ATTEST:

Secretary / Assistant Secretary

Print Name (B. Frank Sakuma, Jr.)

SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT NO.'S
4, 6, 7, 8, 10

Chairman / Vice Chairman

Print Name (Jennifer Davis)

ATTEST:

Secretary / Assistant Secretary

Print Name (B. Frank Sakuma, Jr.)

EXHIBIT 11 A11

Fiscal Year: 25-26 Proposed Budget (Under Separate Cover)



**Southern Grove Community
District Nos. 1-10**

MEMORANDUM

To: Board of Supervisors
From: Jesse Wargo, Assistant District Manager
Date: April 25, 2025

Board Meeting Date: June 4, 2025

SUBJECT

Consider Resolution No. 2025-12; Authorizing Certain Actions in Connection with the Implementation of the District's Capital Improvement Plan – District Nos. 1-10.

STAFF RECOMMENDATION

Staff recommends adopting Resolution No. 2025-12; for the efficient development of the CIP, the District desires to authorize the Chairperson, and other officers in the Chairperson's absence, to approve and execute any CIP Documents, subject to the parameters set forth.

GENERAL INFORMATION

A resolution of the board of supervisors of the Southern Grove Community Development District Nos. 1-10 approving the district's connection with the implementation of the CIP as described in the Engineer's Report, the District may, from time to time, obtain, execute and/or accept permits, approvals, right-of-way agreements and other similar documents from governmental entities for the construction and/or operation of CIP improvements, accept, acquire, convey, dedicate and fund certain interests in real and personal property (e.g., roads, utilities, stormwater improvements, and other systems), and, for those purposes, may execute plats, deeds, easements, bills of sale, permit transfer documents, agreements, and other documents necessary for the conveyance and/or operation of CIP improvements, work product and land; contract for, and/or accept an assignment of contracts for, and/or execute change orders in connection with, site work and other contracts for the construction, installation, operation, maintenance, repair and/or replacement of CIP improvements; pay requisitions to fund the cost associated with the acquisition and/or construction of CIP improvements; and otherwise take actions necessary to implement the CIP through together, "CIP Documents."

DISTRICT LEGAL COUNSEL REVIEW

The District Legal Counsel has reviewed and recommends approval.

FUNDING REVIEW

No impact on O/M nor Bond budgets.

RESOLUTION 2025-12

[RESOLUTION AUTHORIZING ACTIONS TO IMPLEMENT CAPITAL IMPROVEMENT PLAN]

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 1 AUTHORIZING CERTAIN ACTIONS IN CONNECTION WITH THE IMPLEMENTATION OF THE DISTRICT'S CAPITAL IMPROVEMENT PLAN, INCLUDING THE CONVEYANCE AND/OR ACQUISITION OF REAL AND PERSONAL PROPERTY, EXECUTION OF PLATS, TRANSFER OF PERMITS, EXECUTION OF CONTRACTS AND CHANGE ORDERS, PAYMENT OF REQUISITIONS, AND OTHER ACTIONS AS DESCRIBED HEREIN; APPROVING THE SCOPE AND TERMS OF SUCH AUTHORIZATION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Southern Grove Community Development District No. 1 (the "**District**") is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to construct, install, operate, and/or maintain systems and facilities for certain basic infrastructure, including but not limited to, roadways, stormwater management, utilities (water and sewer), offsite improvements, amenity, hardscaping/landscaping/irrigation/lighting; and

WHEREAS, the District has adopted or intends to adopt an "**Engineer's Report**," which sets forth the scope of the District's capital improvement plan ("**CIP**"); and

WHEREAS, in connection with the implementation of the CIP as described in the Engineer's Report, the District may, from time to time, (i) obtain, execute and/or accept permits, approvals, right-of-way agreements and other similar documents from governmental entities for the construction and/or operation of CIP improvements, (ii) accept, acquire, convey, dedicate and fund certain interests in real and personal property (e.g., roads, utilities, stormwater improvements, and other systems), and, for those purposes, may execute plats, deeds, easements, bills of sale, permit transfer documents, agreements, and other documents necessary for the conveyance and/or operation of CIP improvements, work product and land; (iii) contract for, and/or accept an assignment of contracts for, and/or execute change orders in connection with, site work and other contracts for the construction, installation, operation, maintenance, repair and/or replacement of CIP improvements; (iv) pay requisitions to fund the cost associated with the acquisition and/or construction of CIP improvements; and (v) otherwise take actions necessary to implement the CIP ((i) through (v) together, "**CIP Documents**"); and

WHEREAS, to facilitate the efficient development of the CIP, the District desires to authorize the Chairperson, and other officers in the Chairperson's absence, to approve and execute any CIP Documents, subject to the parameters set forth herein; and

WHEREAS, the Board of Supervisors finds that granting such authority is in the best interests of the District so that the development of the CIP may proceed expeditiously, subject to the terms and limitations imposed by this Resolution.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 1:

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

2. AUTHORIZATION FOR CIP DOCUMENTS. The Chairperson of the District's Board of Supervisors is hereby authorized to sign, accept and/or execute CIP Documents as defined above. Any exercise of authority granted hereunder is subject to: (i) review and approval of the District Engineer and District Manager, in consultation with District Counsel, (ii) confirmation from the District Engineer that the action is consistent with the CIP as set forth in the Engineer's Report, and (iii) confirmation from the District Engineer and District Manager that such action is reasonably necessary to timely implement the CIP. The District Manager shall make reasonable efforts to bring any CIP Documents back to the District's Board of Supervisors for ratification at the next scheduled Board meeting, but the failure to do so shall not invalidate any exercise of authority granted hereunder.

The Vice Chairperson or Secretary of the District's Board of Supervisors is hereby authorized to sign, accept and/or execute any such CIP Documents in the Chairperson's absence. The Vice Chairperson, Secretary, and Assistant Secretaries of the District's Board of Supervisors are hereby authorized to counter-sign such CIP Documents. District Staff is also authorized to take such actions as are necessary to effect the transactions contemplated under any executed CIP Documents.

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

4. EFFECTIVE DATE. This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed. This Resolution shall also apply to ratify all prior approvals and/or executions of CIP Documents.

PASSED AND ADOPTED this 4th day of June, 2025.

ATTEST:

**SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT NO. 1**

Secretary/Assistant Secretary

Chairperson/Vice Chairperson, Board of
Supervisors

RESOLUTION 2025-12

[RESOLUTION AUTHORIZING ACTIONS TO IMPLEMENT CAPITAL IMPROVEMENT PLAN]

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 2 AUTHORIZING CERTAIN ACTIONS IN CONNECTION WITH THE IMPLEMENTATION OF THE DISTRICT'S CAPITAL IMPROVEMENT PLAN, INCLUDING THE CONVEYANCE AND/OR ACQUISITION OF REAL AND PERSONAL PROPERTY, EXECUTION OF PLATS, TRANSFER OF PERMITS, EXECUTION OF CONTRACTS AND CHANGE ORDERS, PAYMENT OF REQUISITIONS, AND OTHER ACTIONS AS DESCRIBED HEREIN; APPROVING THE SCOPE AND TERMS OF SUCH AUTHORIZATION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Southern Grove Community Development District No. 2 (the “**District**”) is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to construct, install, operate, and/or maintain systems and facilities for certain basic infrastructure, including but not limited to, roadways, stormwater management, utilities (water and sewer), offsite improvements, amenity, hardscaping/landscaping/irrigation/lighting; and

WHEREAS, the District has adopted or intends to adopt an “**Engineer’s Report**,” which sets forth the scope of the District’s capital improvement plan (“**CIP**”); and

WHEREAS, in connection with the implementation of the CIP as described in the Engineer’s Report, the District may, from time to time, (i) obtain, execute and/or accept permits, approvals, right-of-way agreements and other similar documents from governmental entities for the construction and/or operation of CIP improvements, (ii) accept, acquire, convey, dedicate and fund certain interests in real and personal property (e.g., roads, utilities, stormwater improvements, and other systems), and, for those purposes, may execute plats, deeds, easements, bills of sale, permit transfer documents, agreements, and other documents necessary for the conveyance and/or operation of CIP improvements, work product and land; (iii) contract for, and/or accept an assignment of contracts for, and/or execute change orders in connection with, site work and other contracts for the construction, installation, operation, maintenance, repair and/or replacement of CIP improvements; (iv) pay requisitions to fund the cost associated with the acquisition and/or construction of CIP improvements; and (v) otherwise take actions necessary to implement the CIP ((i) through (v) together, “**CIP Documents**”); and

WHEREAS, to facilitate the efficient development of the CIP, the District desires to authorize the Chairperson, and other officers in the Chairperson’s absence, to approve and execute any CIP Documents, subject to the parameters set forth herein; and

WHEREAS, the Board of Supervisors finds that granting such authority is in the best interests of the District so that the development of the CIP may proceed expeditiously, subject to the terms and limitations imposed by this Resolution.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 2:

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

2. AUTHORIZATION FOR CIP DOCUMENTS. The Chairperson of the District's Board of Supervisors is hereby authorized to sign, accept and/or execute CIP Documents as defined above. Any exercise of authority granted hereunder is subject to: (i) review and approval of the District Engineer and District Manager, in consultation with District Counsel, (ii) confirmation from the District Engineer that the action is consistent with the CIP as set forth in the Engineer's Report, and (iii) confirmation from the District Engineer and District Manager that such action is reasonably necessary to timely implement the CIP. The District Manager shall make reasonable efforts to bring any CIP Documents back to the District's Board of Supervisors for ratification at the next scheduled Board meeting, but the failure to do so shall not invalidate any exercise of authority granted hereunder.

The Vice Chairperson or Secretary of the District's Board of Supervisors is hereby authorized to sign, accept and/or execute any such CIP Documents in the Chairperson's absence. The Vice Chairperson, Secretary, and Assistant Secretaries of the District's Board of Supervisors are hereby authorized to counter-sign such CIP Documents. District Staff is also authorized to take such actions as are necessary to effect the transactions contemplated under any executed CIP Documents.

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

4. EFFECTIVE DATE. This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed. This Resolution shall also apply to ratify all prior approvals and/or executions of CIP Documents.

PASSED AND ADOPTED this 4th day of June, 2025.

ATTEST:

**SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT NO. 2**

Secretary/Assistant Secretary

Chairperson/Vice Chairperson, Board of
Supervisors

RESOLUTION 2025-12

[RESOLUTION AUTHORIZING ACTIONS TO IMPLEMENT CAPITAL IMPROVEMENT PLAN]

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 3 AUTHORIZING CERTAIN ACTIONS IN CONNECTION WITH THE IMPLEMENTATION OF THE DISTRICT'S CAPITAL IMPROVEMENT PLAN, INCLUDING THE CONVEYANCE AND/OR ACQUISITION OF REAL AND PERSONAL PROPERTY, EXECUTION OF PLATS, TRANSFER OF PERMITS, EXECUTION OF CONTRACTS AND CHANGE ORDERS, PAYMENT OF REQUISITIONS, AND OTHER ACTIONS AS DESCRIBED HEREIN; APPROVING THE SCOPE AND TERMS OF SUCH AUTHORIZATION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Southern Grove Community Development District No. 3 (the “**District**”) is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to construct, install, operate, and/or maintain systems and facilities for certain basic infrastructure, including but not limited to, roadways, stormwater management, utilities (water and sewer), offsite improvements, amenity, hardscaping/landscaping/irrigation/lighting; and

WHEREAS, the District has adopted or intends to adopt an “**Engineer’s Report**,” which sets forth the scope of the District’s capital improvement plan (“**CIP**”); and

WHEREAS, in connection with the implementation of the CIP as described in the Engineer’s Report, the District may, from time to time, (i) obtain, execute and/or accept permits, approvals, right-of-way agreements and other similar documents from governmental entities for the construction and/or operation of CIP improvements, (ii) accept, acquire, convey, dedicate and fund certain interests in real and personal property (e.g., roads, utilities, stormwater improvements, and other systems), and, for those purposes, may execute plats, deeds, easements, bills of sale, permit transfer documents, agreements, and other documents necessary for the conveyance and/or operation of CIP improvements, work product and land; (iii) contract for, and/or accept an assignment of contracts for, and/or execute change orders in connection with, site work and other contracts for the construction, installation, operation, maintenance, repair and/or replacement of CIP improvements; (iv) pay requisitions to fund the cost associated with the acquisition and/or construction of CIP improvements; and (v) otherwise take actions necessary to implement the CIP ((i) through (v) together, “**CIP Documents**”); and

WHEREAS, to facilitate the efficient development of the CIP, the District desires to authorize the Chairperson, and other officers in the Chairperson’s absence, to approve and execute any CIP Documents, subject to the parameters set forth herein; and

WHEREAS, the Board of Supervisors finds that granting such authority is in the best interests of the District so that the development of the CIP may proceed expeditiously, subject to the terms and limitations imposed by this Resolution.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 3:

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

2. AUTHORIZATION FOR CIP DOCUMENTS. The Chairperson of the District's Board of Supervisors is hereby authorized to sign, accept and/or execute CIP Documents as defined above. Any exercise of authority granted hereunder is subject to: (i) review and approval of the District Engineer and District Manager, in consultation with District Counsel, (ii) confirmation from the District Engineer that the action is consistent with the CIP as set forth in the Engineer's Report, and (iii) confirmation from the District Engineer and District Manager that such action is reasonably necessary to timely implement the CIP. The District Manager shall make reasonable efforts to bring any CIP Documents back to the District's Board of Supervisors for ratification at the next scheduled Board meeting, but the failure to do so shall not invalidate any exercise of authority granted hereunder.

The Vice Chairperson or Secretary of the District's Board of Supervisors is hereby authorized to sign, accept and/or execute any such CIP Documents in the Chairperson's absence. The Vice Chairperson, Secretary, and Assistant Secretaries of the District's Board of Supervisors are hereby authorized to counter-sign such CIP Documents. District Staff is also authorized to take such actions as are necessary to effect the transactions contemplated under any executed CIP Documents.

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

4. EFFECTIVE DATE. This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed. This Resolution shall also apply to ratify all prior approvals and/or executions of CIP Documents.

PASSED AND ADOPTED this 4th day of June, 2025.

ATTEST:

**SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT NO. 3**

Secretary/Assistant Secretary

Chairperson/Vice Chairperson, Board of
Supervisors

RESOLUTION 2025-12

[RESOLUTION AUTHORIZING ACTIONS TO IMPLEMENT CAPITAL IMPROVEMENT PLAN]

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 4 AUTHORIZING CERTAIN ACTIONS IN CONNECTION WITH THE IMPLEMENTATION OF THE DISTRICT'S CAPITAL IMPROVEMENT PLAN, INCLUDING THE CONVEYANCE AND/OR ACQUISITION OF REAL AND PERSONAL PROPERTY, EXECUTION OF PLATS, TRANSFER OF PERMITS, EXECUTION OF CONTRACTS AND CHANGE ORDERS, PAYMENT OF REQUISITIONS, AND OTHER ACTIONS AS DESCRIBED HEREIN; APPROVING THE SCOPE AND TERMS OF SUCH AUTHORIZATION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Southern Grove Community Development District No. 4 (the "**District**") is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to construct, install, operate, and/or maintain systems and facilities for certain basic infrastructure, including but not limited to, roadways, stormwater management, utilities (water and sewer), offsite improvements, amenity, hardscaping/landscaping/irrigation/lighting; and

WHEREAS, the District has adopted or intends to adopt an "**Engineer's Report**," which sets forth the scope of the District's capital improvement plan ("**CIP**"); and

WHEREAS, in connection with the implementation of the CIP as described in the Engineer's Report, the District may, from time to time, (i) obtain, execute and/or accept permits, approvals, right-of-way agreements and other similar documents from governmental entities for the construction and/or operation of CIP improvements, (ii) accept, acquire, convey, dedicate and fund certain interests in real and personal property (e.g., roads, utilities, stormwater improvements, and other systems), and, for those purposes, may execute plats, deeds, easements, bills of sale, permit transfer documents, agreements, and other documents necessary for the conveyance and/or operation of CIP improvements, work product and land; (iii) contract for, and/or accept an assignment of contracts for, and/or execute change orders in connection with, site work and other contracts for the construction, installation, operation, maintenance, repair and/or replacement of CIP improvements; (iv) pay requisitions to fund the cost associated with the acquisition and/or construction of CIP improvements; and (v) otherwise take actions necessary to implement the CIP ((i) through (v) together, "**CIP Documents**"); and

WHEREAS, to facilitate the efficient development of the CIP, the District desires to authorize the Chairperson, and other officers in the Chairperson's absence, to approve and execute any CIP Documents, subject to the parameters set forth herein; and

WHEREAS, the Board of Supervisors finds that granting such authority is in the best interests of the District so that the development of the CIP may proceed expeditiously, subject to the terms and limitations imposed by this Resolution.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 4:

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

2. AUTHORIZATION FOR CIP DOCUMENTS. The Chairperson of the District's Board of Supervisors is hereby authorized to sign, accept and/or execute CIP Documents as defined above. Any exercise of authority granted hereunder is subject to: (i) review and approval of the District Engineer and District Manager, in consultation with District Counsel, (ii) confirmation from the District Engineer that the action is consistent with the CIP as set forth in the Engineer's Report, and (iii) confirmation from the District Engineer and District Manager that such action is reasonably necessary to timely implement the CIP. The District Manager shall make reasonable efforts to bring any CIP Documents back to the District's Board of Supervisors for ratification at the next scheduled Board meeting, but the failure to do so shall not invalidate any exercise of authority granted hereunder.

The Vice Chairperson or Secretary of the District's Board of Supervisors is hereby authorized to sign, accept and/or execute any such CIP Documents in the Chairperson's absence. The Vice Chairperson, Secretary, and Assistant Secretaries of the District's Board of Supervisors are hereby authorized to counter-sign such CIP Documents. District Staff is also authorized to take such actions as are necessary to effect the transactions contemplated under any executed CIP Documents.

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

4. EFFECTIVE DATE. This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed. This Resolution shall also apply to ratify all prior approvals and/or executions of CIP Documents.

PASSED AND ADOPTED this 4th day of June, 2025.

ATTEST:

**SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT NO. 4**

Secretary/Assistant Secretary

Chairperson/Vice Chairperson, Board of
Supervisors

RESOLUTION 2025-12

[RESOLUTION AUTHORIZING ACTIONS TO IMPLEMENT CAPITAL IMPROVEMENT PLAN]

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 5 AUTHORIZING CERTAIN ACTIONS IN CONNECTION WITH THE IMPLEMENTATION OF THE DISTRICT'S CAPITAL IMPROVEMENT PLAN, INCLUDING THE CONVEYANCE AND/OR ACQUISITION OF REAL AND PERSONAL PROPERTY, EXECUTION OF PLATS, TRANSFER OF PERMITS, EXECUTION OF CONTRACTS AND CHANGE ORDERS, PAYMENT OF REQUISITIONS, AND OTHER ACTIONS AS DESCRIBED HEREIN; APPROVING THE SCOPE AND TERMS OF SUCH AUTHORIZATION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Southern Grove Community Development District No. 5 (the “**District**”) is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to construct, install, operate, and/or maintain systems and facilities for certain basic infrastructure, including but not limited to, roadways, stormwater management, utilities (water and sewer), offsite improvements, amenity, hardscaping/landscaping/irrigation/lighting; and

WHEREAS, the District has adopted or intends to adopt an “**Engineer’s Report**,” which sets forth the scope of the District’s capital improvement plan (“**CIP**”); and

WHEREAS, in connection with the implementation of the CIP as described in the Engineer’s Report, the District may, from time to time, (i) obtain, execute and/or accept permits, approvals, right-of-way agreements and other similar documents from governmental entities for the construction and/or operation of CIP improvements, (ii) accept, acquire, convey, dedicate and fund certain interests in real and personal property (e.g., roads, utilities, stormwater improvements, and other systems), and, for those purposes, may execute plats, deeds, easements, bills of sale, permit transfer documents, agreements, and other documents necessary for the conveyance and/or operation of CIP improvements, work product and land; (iii) contract for, and/or accept an assignment of contracts for, and/or execute change orders in connection with, site work and other contracts for the construction, installation, operation, maintenance, repair and/or replacement of CIP improvements; (iv) pay requisitions to fund the cost associated with the acquisition and/or construction of CIP improvements; and (v) otherwise take actions necessary to implement the CIP ((i) through (v) together, “**CIP Documents**”); and

WHEREAS, to facilitate the efficient development of the CIP, the District desires to authorize the Chairperson, and other officers in the Chairperson’s absence, to approve and execute any CIP Documents, subject to the parameters set forth herein; and

WHEREAS, the Board of Supervisors finds that granting such authority is in the best interests of the District so that the development of the CIP may proceed expeditiously, subject to the terms and limitations imposed by this Resolution.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 5:

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

2. AUTHORIZATION FOR CIP DOCUMENTS. The Chairperson of the District's Board of Supervisors is hereby authorized to sign, accept and/or execute CIP Documents as defined above. Any exercise of authority granted hereunder is subject to: (i) review and approval of the District Engineer and District Manager, in consultation with District Counsel, (ii) confirmation from the District Engineer that the action is consistent with the CIP as set forth in the Engineer's Report, and (iii) confirmation from the District Engineer and District Manager that such action is reasonably necessary to timely implement the CIP. The District Manager shall make reasonable efforts to bring any CIP Documents back to the District's Board of Supervisors for ratification at the next scheduled Board meeting, but the failure to do so shall not invalidate any exercise of authority granted hereunder.

The Vice Chairperson or Secretary of the District's Board of Supervisors is hereby authorized to sign, accept and/or execute any such CIP Documents in the Chairperson's absence. The Vice Chairperson, Secretary, and Assistant Secretaries of the District's Board of Supervisors are hereby authorized to counter-sign such CIP Documents. District Staff is also authorized to take such actions as are necessary to effect the transactions contemplated under any executed CIP Documents.

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

4. EFFECTIVE DATE. This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed. This Resolution shall also apply to ratify all prior approvals and/or executions of CIP Documents.

PASSED AND ADOPTED this 4th day of June, 2025.

ATTEST:

**SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT NO. 5**

Secretary/Assistant Secretary

Chairperson/Vice Chairperson, Board of
Supervisors

RESOLUTION 2025-12

[RESOLUTION AUTHORIZING ACTIONS TO IMPLEMENT CAPITAL IMPROVEMENT PLAN]

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 6 AUTHORIZING CERTAIN ACTIONS IN CONNECTION WITH THE IMPLEMENTATION OF THE DISTRICT'S CAPITAL IMPROVEMENT PLAN, INCLUDING THE CONVEYANCE AND/OR ACQUISITION OF REAL AND PERSONAL PROPERTY, EXECUTION OF PLATS, TRANSFER OF PERMITS, EXECUTION OF CONTRACTS AND CHANGE ORDERS, PAYMENT OF REQUISITIONS, AND OTHER ACTIONS AS DESCRIBED HEREIN; APPROVING THE SCOPE AND TERMS OF SUCH AUTHORIZATION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Southern Grove Community Development District No. 6 (the “**District**”) is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to construct, install, operate, and/or maintain systems and facilities for certain basic infrastructure, including but not limited to, roadways, stormwater management, utilities (water and sewer), offsite improvements, amenity, hardscaping/landscaping/irrigation/lighting; and

WHEREAS, the District has adopted or intends to adopt an “**Engineer’s Report**,” which sets forth the scope of the District’s capital improvement plan (“**CIP**”); and

WHEREAS, in connection with the implementation of the CIP as described in the Engineer’s Report, the District may, from time to time, (i) obtain, execute and/or accept permits, approvals, right-of-way agreements and other similar documents from governmental entities for the construction and/or operation of CIP improvements, (ii) accept, acquire, convey, dedicate and fund certain interests in real and personal property (e.g., roads, utilities, stormwater improvements, and other systems), and, for those purposes, may execute plats, deeds, easements, bills of sale, permit transfer documents, agreements, and other documents necessary for the conveyance and/or operation of CIP improvements, work product and land; (iii) contract for, and/or accept an assignment of contracts for, and/or execute change orders in connection with, site work and other contracts for the construction, installation, operation, maintenance, repair and/or replacement of CIP improvements; (iv) pay requisitions to fund the cost associated with the acquisition and/or construction of CIP improvements; and (v) otherwise take actions necessary to implement the CIP ((i) through (v) together, “**CIP Documents**”); and

WHEREAS, to facilitate the efficient development of the CIP, the District desires to authorize the Chairperson, and other officers in the Chairperson’s absence, to approve and execute any CIP Documents, subject to the parameters set forth herein; and

WHEREAS, the Board of Supervisors finds that granting such authority is in the best interests of the District so that the development of the CIP may proceed expeditiously, subject to the terms and limitations imposed by this Resolution.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 6:

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

2. AUTHORIZATION FOR CIP DOCUMENTS. The Chairperson of the District's Board of Supervisors is hereby authorized to sign, accept and/or execute CIP Documents as defined above. Any exercise of authority granted hereunder is subject to: (i) review and approval of the District Engineer and District Manager, in consultation with District Counsel, (ii) confirmation from the District Engineer that the action is consistent with the CIP as set forth in the Engineer's Report, and (iii) confirmation from the District Engineer and District Manager that such action is reasonably necessary to timely implement the CIP. The District Manager shall make reasonable efforts to bring any CIP Documents back to the District's Board of Supervisors for ratification at the next scheduled Board meeting, but the failure to do so shall not invalidate any exercise of authority granted hereunder.

The Vice Chairperson or Secretary of the District's Board of Supervisors is hereby authorized to sign, accept and/or execute any such CIP Documents in the Chairperson's absence. The Vice Chairperson, Secretary, and Assistant Secretaries of the District's Board of Supervisors are hereby authorized to counter-sign such CIP Documents. District Staff is also authorized to take such actions as are necessary to effect the transactions contemplated under any executed CIP Documents.

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

4. EFFECTIVE DATE. This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed. This Resolution shall also apply to ratify all prior approvals and/or executions of CIP Documents.

PASSED AND ADOPTED this 4th day of June, 2025.

ATTEST:

**SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT NO. 6**

Secretary/Assistant Secretary

Chairperson/Vice Chairperson, Board of
Supervisors

RESOLUTION 2025-12

[RESOLUTION AUTHORIZING ACTIONS TO IMPLEMENT CAPITAL IMPROVEMENT PLAN]

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 7 AUTHORIZING CERTAIN ACTIONS IN CONNECTION WITH THE IMPLEMENTATION OF THE DISTRICT'S CAPITAL IMPROVEMENT PLAN, INCLUDING THE CONVEYANCE AND/OR ACQUISITION OF REAL AND PERSONAL PROPERTY, EXECUTION OF PLATS, TRANSFER OF PERMITS, EXECUTION OF CONTRACTS AND CHANGE ORDERS, PAYMENT OF REQUISITIONS, AND OTHER ACTIONS AS DESCRIBED HEREIN; APPROVING THE SCOPE AND TERMS OF SUCH AUTHORIZATION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Southern Grove Community Development District No. 7 (the “**District**”) is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to construct, install, operate, and/or maintain systems and facilities for certain basic infrastructure, including but not limited to, roadways, stormwater management, utilities (water and sewer), offsite improvements, amenity, hardscaping/landscaping/irrigation/lighting; and

WHEREAS, the District has adopted or intends to adopt an “**Engineer’s Report**,” which sets forth the scope of the District’s capital improvement plan (“**CIP**”); and

WHEREAS, in connection with the implementation of the CIP as described in the Engineer’s Report, the District may, from time to time, (i) obtain, execute and/or accept permits, approvals, right-of-way agreements and other similar documents from governmental entities for the construction and/or operation of CIP improvements, (ii) accept, acquire, convey, dedicate and fund certain interests in real and personal property (e.g., roads, utilities, stormwater improvements, and other systems), and, for those purposes, may execute plats, deeds, easements, bills of sale, permit transfer documents, agreements, and other documents necessary for the conveyance and/or operation of CIP improvements, work product and land; (iii) contract for, and/or accept an assignment of contracts for, and/or execute change orders in connection with, site work and other contracts for the construction, installation, operation, maintenance, repair and/or replacement of CIP improvements; (iv) pay requisitions to fund the cost associated with the acquisition and/or construction of CIP improvements; and (v) otherwise take actions necessary to implement the CIP ((i) through (v) together, “**CIP Documents**”); and

WHEREAS, to facilitate the efficient development of the CIP, the District desires to authorize the Chairperson, and other officers in the Chairperson’s absence, to approve and execute any CIP Documents, subject to the parameters set forth herein; and

WHEREAS, the Board of Supervisors finds that granting such authority is in the best interests of the District so that the development of the CIP may proceed expeditiously, subject to the terms and limitations imposed by this Resolution.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 7:

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

2. AUTHORIZATION FOR CIP DOCUMENTS. The Chairperson of the District's Board of Supervisors is hereby authorized to sign, accept and/or execute CIP Documents as defined above. Any exercise of authority granted hereunder is subject to: (i) review and approval of the District Engineer and District Manager, in consultation with District Counsel, (ii) confirmation from the District Engineer that the action is consistent with the CIP as set forth in the Engineer's Report, and (iii) confirmation from the District Engineer and District Manager that such action is reasonably necessary to timely implement the CIP. The District Manager shall make reasonable efforts to bring any CIP Documents back to the District's Board of Supervisors for ratification at the next scheduled Board meeting, but the failure to do so shall not invalidate any exercise of authority granted hereunder.

The Vice Chairperson or Secretary of the District's Board of Supervisors is hereby authorized to sign, accept and/or execute any such CIP Documents in the Chairperson's absence. The Vice Chairperson, Secretary, and Assistant Secretaries of the District's Board of Supervisors are hereby authorized to counter-sign such CIP Documents. District Staff is also authorized to take such actions as are necessary to effect the transactions contemplated under any executed CIP Documents.

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

4. EFFECTIVE DATE. This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed. This Resolution shall also apply to ratify all prior approvals and/or executions of CIP Documents.

PASSED AND ADOPTED this 4th day of June, 2025.

ATTEST:

**SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT NO. 7**

Secretary/Assistant Secretary

Chairperson/Vice Chairperson, Board of
Supervisors

RESOLUTION 2025-12

[RESOLUTION AUTHORIZING ACTIONS TO IMPLEMENT CAPITAL IMPROVEMENT PLAN]

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 8 AUTHORIZING CERTAIN ACTIONS IN CONNECTION WITH THE IMPLEMENTATION OF THE DISTRICT'S CAPITAL IMPROVEMENT PLAN, INCLUDING THE CONVEYANCE AND/OR ACQUISITION OF REAL AND PERSONAL PROPERTY, EXECUTION OF PLATS, TRANSFER OF PERMITS, EXECUTION OF CONTRACTS AND CHANGE ORDERS, PAYMENT OF REQUISITIONS, AND OTHER ACTIONS AS DESCRIBED HEREIN; APPROVING THE SCOPE AND TERMS OF SUCH AUTHORIZATION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Southern Grove Community Development District No. 8 (the "**District**") is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to construct, install, operate, and/or maintain systems and facilities for certain basic infrastructure, including but not limited to, roadways, stormwater management, utilities (water and sewer), offsite improvements, amenity, hardscaping/landscaping/irrigation/lighting; and

WHEREAS, the District has adopted or intends to adopt an "**Engineer's Report**," which sets forth the scope of the District's capital improvement plan ("**CIP**"); and

WHEREAS, in connection with the implementation of the CIP as described in the Engineer's Report, the District may, from time to time, (i) obtain, execute and/or accept permits, approvals, right-of-way agreements and other similar documents from governmental entities for the construction and/or operation of CIP improvements, (ii) accept, acquire, convey, dedicate and fund certain interests in real and personal property (e.g., roads, utilities, stormwater improvements, and other systems), and, for those purposes, may execute plats, deeds, easements, bills of sale, permit transfer documents, agreements, and other documents necessary for the conveyance and/or operation of CIP improvements, work product and land; (iii) contract for, and/or accept an assignment of contracts for, and/or execute change orders in connection with, site work and other contracts for the construction, installation, operation, maintenance, repair and/or replacement of CIP improvements; (iv) pay requisitions to fund the cost associated with the acquisition and/or construction of CIP improvements; and (v) otherwise take actions necessary to implement the CIP ((i) through (v) together, "**CIP Documents**"); and

WHEREAS, to facilitate the efficient development of the CIP, the District desires to authorize the Chairperson, and other officers in the Chairperson's absence, to approve and execute any CIP Documents, subject to the parameters set forth herein; and

WHEREAS, the Board of Supervisors finds that granting such authority is in the best interests of the District so that the development of the CIP may proceed expeditiously, subject to the terms and limitations imposed by this Resolution.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 8:

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

2. AUTHORIZATION FOR CIP DOCUMENTS. The Chairperson of the District's Board of Supervisors is hereby authorized to sign, accept and/or execute CIP Documents as defined above. Any exercise of authority granted hereunder is subject to: (i) review and approval of the District Engineer and District Manager, in consultation with District Counsel, (ii) confirmation from the District Engineer that the action is consistent with the CIP as set forth in the Engineer's Report, and (iii) confirmation from the District Engineer and District Manager that such action is reasonably necessary to timely implement the CIP. The District Manager shall make reasonable efforts to bring any CIP Documents back to the District's Board of Supervisors for ratification at the next scheduled Board meeting, but the failure to do so shall not invalidate any exercise of authority granted hereunder.

The Vice Chairperson or Secretary of the District's Board of Supervisors is hereby authorized to sign, accept and/or execute any such CIP Documents in the Chairperson's absence. The Vice Chairperson, Secretary, and Assistant Secretaries of the District's Board of Supervisors are hereby authorized to counter-sign such CIP Documents. District Staff is also authorized to take such actions as are necessary to effect the transactions contemplated under any executed CIP Documents.

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

4. EFFECTIVE DATE. This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed. This Resolution shall also apply to ratify all prior approvals and/or executions of CIP Documents.

PASSED AND ADOPTED this 4th day of June, 2025.

ATTEST:

**SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT NO. 8**

Secretary/Assistant Secretary

Chairperson/Vice Chairperson, Board of
Supervisors

RESOLUTION 2025-12

[RESOLUTION AUTHORIZING ACTIONS TO IMPLEMENT CAPITAL IMPROVEMENT PLAN]

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 9 AUTHORIZING CERTAIN ACTIONS IN CONNECTION WITH THE IMPLEMENTATION OF THE DISTRICT'S CAPITAL IMPROVEMENT PLAN, INCLUDING THE CONVEYANCE AND/OR ACQUISITION OF REAL AND PERSONAL PROPERTY, EXECUTION OF PLATS, TRANSFER OF PERMITS, EXECUTION OF CONTRACTS AND CHANGE ORDERS, PAYMENT OF REQUISITIONS, AND OTHER ACTIONS AS DESCRIBED HEREIN; APPROVING THE SCOPE AND TERMS OF SUCH AUTHORIZATION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Southern Grove Community Development District No. 9 (the “**District**”) is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to construct, install, operate, and/or maintain systems and facilities for certain basic infrastructure, including but not limited to, roadways, stormwater management, utilities (water and sewer), offsite improvements, amenity, hardscaping/landscaping/irrigation/lighting; and

WHEREAS, the District has adopted or intends to adopt an “**Engineer’s Report**,” which sets forth the scope of the District’s capital improvement plan (“**CIP**”); and

WHEREAS, in connection with the implementation of the CIP as described in the Engineer’s Report, the District may, from time to time, (i) obtain, execute and/or accept permits, approvals, right-of-way agreements and other similar documents from governmental entities for the construction and/or operation of CIP improvements, (ii) accept, acquire, convey, dedicate and fund certain interests in real and personal property (e.g., roads, utilities, stormwater improvements, and other systems), and, for those purposes, may execute plats, deeds, easements, bills of sale, permit transfer documents, agreements, and other documents necessary for the conveyance and/or operation of CIP improvements, work product and land; (iii) contract for, and/or accept an assignment of contracts for, and/or execute change orders in connection with, site work and other contracts for the construction, installation, operation, maintenance, repair and/or replacement of CIP improvements; (iv) pay requisitions to fund the cost associated with the acquisition and/or construction of CIP improvements; and (v) otherwise take actions necessary to implement the CIP ((i) through (v) together, “**CIP Documents**”); and

WHEREAS, to facilitate the efficient development of the CIP, the District desires to authorize the Chairperson, and other officers in the Chairperson’s absence, to approve and execute any CIP Documents, subject to the parameters set forth herein; and

WHEREAS, the Board of Supervisors finds that granting such authority is in the best interests of the District so that the development of the CIP may proceed expeditiously, subject to the terms and limitations imposed by this Resolution.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 9:

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

2. AUTHORIZATION FOR CIP DOCUMENTS. The Chairperson of the District's Board of Supervisors is hereby authorized to sign, accept and/or execute CIP Documents as defined above. Any exercise of authority granted hereunder is subject to: (i) review and approval of the District Engineer and District Manager, in consultation with District Counsel, (ii) confirmation from the District Engineer that the action is consistent with the CIP as set forth in the Engineer's Report, and (iii) confirmation from the District Engineer and District Manager that such action is reasonably necessary to timely implement the CIP. The District Manager shall make reasonable efforts to bring any CIP Documents back to the District's Board of Supervisors for ratification at the next scheduled Board meeting, but the failure to do so shall not invalidate any exercise of authority granted hereunder.

The Vice Chairperson or Secretary of the District's Board of Supervisors is hereby authorized to sign, accept and/or execute any such CIP Documents in the Chairperson's absence. The Vice Chairperson, Secretary, and Assistant Secretaries of the District's Board of Supervisors are hereby authorized to counter-sign such CIP Documents. District Staff is also authorized to take such actions as are necessary to effect the transactions contemplated under any executed CIP Documents.

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

4. EFFECTIVE DATE. This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed. This Resolution shall also apply to ratify all prior approvals and/or executions of CIP Documents.

PASSED AND ADOPTED this 4th day of June, 2025.

ATTEST:

**SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT NO. 9**

Secretary/Assistant Secretary

Chairperson/Vice Chairperson, Board of
Supervisors

RESOLUTION 2025-12

[RESOLUTION AUTHORIZING ACTIONS TO IMPLEMENT CAPITAL IMPROVEMENT PLAN]

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 10 AUTHORIZING CERTAIN ACTIONS IN CONNECTION WITH THE IMPLEMENTATION OF THE DISTRICT'S CAPITAL IMPROVEMENT PLAN, INCLUDING THE CONVEYANCE AND/OR ACQUISITION OF REAL AND PERSONAL PROPERTY, EXECUTION OF PLATS, TRANSFER OF PERMITS, EXECUTION OF CONTRACTS AND CHANGE ORDERS, PAYMENT OF REQUISITIONS, AND OTHER ACTIONS AS DESCRIBED HEREIN; APPROVING THE SCOPE AND TERMS OF SUCH AUTHORIZATION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Southern Grove Community Development District No. 10 (the "**District**") is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to construct, install, operate, and/or maintain systems and facilities for certain basic infrastructure, including but not limited to, roadways, stormwater management, utilities (water and sewer), offsite improvements, amenity, hardscaping/landscaping/irrigation/lighting; and

WHEREAS, the District has adopted or intends to adopt an "**Engineer's Report**," which sets forth the scope of the District's capital improvement plan ("**CIP**"); and

WHEREAS, in connection with the implementation of the CIP as described in the Engineer's Report, the District may, from time to time, (i) obtain, execute and/or accept permits, approvals, right-of-way agreements and other similar documents from governmental entities for the construction and/or operation of CIP improvements, (ii) accept, acquire, convey, dedicate and fund certain interests in real and personal property (e.g., roads, utilities, stormwater improvements, and other systems), and, for those purposes, may execute plats, deeds, easements, bills of sale, permit transfer documents, agreements, and other documents necessary for the conveyance and/or operation of CIP improvements, work product and land; (iii) contract for, and/or accept an assignment of contracts for, and/or execute change orders in connection with, site work and other contracts for the construction, installation, operation, maintenance, repair and/or replacement of CIP improvements; (iv) pay requisitions to fund the cost associated with the acquisition and/or construction of CIP improvements; and (v) otherwise take actions necessary to implement the CIP ((i) through (v) together, "**CIP Documents**"); and

WHEREAS, to facilitate the efficient development of the CIP, the District desires to authorize the Chairperson, and other officers in the Chairperson's absence, to approve and execute any CIP Documents, subject to the parameters set forth herein; and

WHEREAS, the Board of Supervisors finds that granting such authority is in the best interests of the District so that the development of the CIP may proceed expeditiously, subject to the terms and limitations imposed by this Resolution.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 10:

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

2. AUTHORIZATION FOR CIP DOCUMENTS. The Chairperson of the District's Board of Supervisors is hereby authorized to sign, accept and/or execute CIP Documents as defined above. Any exercise of authority granted hereunder is subject to: (i) review and approval of the District Engineer and District Manager, in consultation with District Counsel, (ii) confirmation from the District Engineer that the action is consistent with the CIP as set forth in the Engineer's Report, and (iii) confirmation from the District Engineer and District Manager that such action is reasonably necessary to timely implement the CIP. The District Manager shall make reasonable efforts to bring any CIP Documents back to the District's Board of Supervisors for ratification at the next scheduled Board meeting, but the failure to do so shall not invalidate any exercise of authority granted hereunder.

The Vice Chairperson or Secretary of the District's Board of Supervisors is hereby authorized to sign, accept and/or execute any such CIP Documents in the Chairperson's absence. The Vice Chairperson, Secretary, and Assistant Secretaries of the District's Board of Supervisors are hereby authorized to counter-sign such CIP Documents. District Staff is also authorized to take such actions as are necessary to effect the transactions contemplated under any executed CIP Documents.

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

4. EFFECTIVE DATE. This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed. This Resolution shall also apply to ratify all prior approvals and/or executions of CIP Documents.

PASSED AND ADOPTED this 4th day of June, 2025.

ATTEST:

**SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT NO. 10**

Secretary/Assistant Secretary

Chairperson/Vice Chairperson, Board of
Supervisors

Financial Report: Under Separate Cover

