

MARION RANCH COMMUNITY DEVELOPMENT DISTRICT



ORGANIZATIONAL MEETING AGENDA

JANUARY 23, 2024

PREPARED BY:

JPWARD & ASSOCIATES, LLC, 2301 NORTHEAST 37th STREET, FORT LAUDERDALE, FL 33308

T: 954-658-4900 E: JimWard@JPWardAssociates.com

MARION RANCH COMMUNITY DEVELOPMENT DISTRICT

January 16, 2024

Board of Supervisors

Marion Ranch Community Development District

Dear Board Members:

The organizational meeting of the Board of Supervisors of the Marion Ranch Community Development District will be held on **Tuesday, January 23, 2024, at 10:00 A.M.** at the offices of **Lennar Homes, 2100 SE 17th Street, Suite 601, Ocala, FL 34471.**

The following WebEx link and telephone number are provided to join/watch the meeting remotely.

<https://districts.webex.com/districts/j.php?MTID=m9c8b16771865ea9502707823d2fb5d6c>

Access Code: **2332 398 9992**, Event password: **Jpward**

Phone: 408-418-9388 and enter the access code **2332 398 9992**, password: **Jpward (579274** from phones) to join the meeting.

Agenda

1. Call to Order & Roll Call.
2. Notice of Advertisement of Organizational Meeting.

The Public is provided two opportunities to speak during the meeting. The first time is on each agenda item, and the second time is at the end of the Agenda, on any other matter not on the Agenda.

Organizational Matters for the District

3. Initial Board Members named in Ordinance 23-33 of the Board of County Commissioners, dated January 10, 2024, establishing the Marion Ranch Community Development District.
 - a) Oath of Office.
 - b) Guide to the Sunshine Amendment and Code of Ethics.
 - c) Form 1 – Statement of Financial Interests. (2024 Changes to the Law and filing requirements)

4. Consideration of **Resolution 2024-1**, a Resolution of the Board of Supervisors designating certain officers of the Marion Ranch Community Development District.
5. Consideration of **Resolution 2024-2**, a Resolution of the Board of Supervisors Ratifying, Confirming and Approving the Recording of the Notice of Establishment of the Marion Ranch Community Development District, and providing for an effective date.

RETENTION OF PROFESSIONAL STAFF FOR THE DISTRICT

6. Consideration of **Resolution 2024-3**, a Resolution of the Board of Supervisors retaining JPWard & Associates, LLC, as the District Manager.
7. Consideration of **Resolution 2024-4**, a Resolution of the Board of Supervisors retaining Coleman, Yovanovich & Koester, P.A, as District Counsel.
8. Consideration of **Resolution 2024-5**, a Resolution of the Board of Supervisors designating Tillman & Associates Engineering, LLC, as interim District Engineer, and authorizing the preparation of the District's Engineer's Report for the Capital Improvement Program for the District.
9. Consideration of **Resolution 2024-6**, a Resolution of the Board of Supervisors designating FMS Bonds as District Underwriter.
10. Consideration of **Resolution 2024-7**, a Resolution of the Board of Supervisors designating Greenburg Traurig as Bond Counsel.

ADMINISTRATIVE MATTERS OF THE DISTRICT

11. Consideration of **Resolution 2024-8**, a Resolution of the Board of Supervisors designating the Registered Agent, designating the office of the Registered Agent, and designation of the office of record for Marion Ranch Community Development District.
12. Consideration of **Resolution 2024-9**, a Resolution of the Board of Supervisors setting forth the policy regarding the support and legal defense of the Board of Supervisors and District officers.
13. Consideration of **Resolution 2024-10**, a Resolution of the Board of Supervisors adopting an electronic records policy and policy on the use of electronic signatures.
14. Consideration of **Resolution 2024-11**, a Resolution of the Board of Supervisors designating a Qualified Public Depository pursuant to Chapter 280 Florida Statutes, authorizing signatories on the account, authorizing the number of the signatories on the qualified depository account.

15. Consideration of **Resolution 2024-12**, a Resolution of the Board of Supervisors authorizing the District Manager to advertise a Request for Qualification (RFQ), pursuant to the Chapter 287.055 F.S. (Consultants Competitive Negotiations Act) for a District Engineer.
16. Consideration of **Resolution 2024-13**, a Resolution of the Board of Supervisors providing for the Public's opportunity to be heard, designating a public comment period, designating a procedure to identify individual seeking to be heard, addressing public decorum, addressing exceptions.
17. Consideration of **Resolution 2024-14**, a Resolution of the Board of Supervisors designating the Regular Meeting dates, time, and location for Fiscal Year 2024. The proposed meeting schedule will be for the third Tuesday of each month at **3:00 P.M.** at the offices of **Lennar Homes, 2100 SE 17th Street, Suite 601, Ocala, FL 34471**.
18. Consideration of **Resolution 2024-15**, a Resolution of the Board of Supervisors, designating the date, time, and location for the Landowners Meeting for **Tuesday, April 16, 2024**, at **3:00 P.M.**, at the offices of **Lennar Homes, 2100 SE 17th Street, Suite 601, Ocala, FL 34471**.
19. Consideration of **Resolution 2024-16**, a Resolution of the Board of Supervisors designating a date, time, and location of a public hearing regarding the District's intent to use the uniform method for the levy, collection, and enforcement of non-ad valorem special assessments as authorized by Section 197.3632, Florida Statutes. The Public Hearing is scheduled for **April 16, 2024**, at **3:00 p.m.**, at the offices of **Lennar Homes, 2100 SE 17th Street, Suite 601, Ocala, FL 34471**.
20. Consideration of **Resolution 2024-17**, a Resolution of the Board of Supervisors adopting the Alternative Investment Guidelines for Investing Public Funds in excess of amount needed to meet current operating expenses, in accordance with Section 218.415(17), Florida Statutes.
21. Consideration of **Resolution 2024-18**, a Resolution of the Board of Supervisors granting authority to the Chairperson or Vice Chairperson to execute real and personal property conveyances and dedications documents, and plats and other document related to the development of the District's improvements, subject to the approval of the District Manager, District Engineer and District Counsel is legal, consistent with the District's improvement plan and necessary for the development of the Improvements.
22. Consideration of **Resolution 2024-19**, a Resolution of the Board of Supervisors of the Marion Ranch Community Development District authorizing the execution and delivery of an agreement regarding the acquisition of certain work product, infrastructure and real property; authorizing the proper Officials to do all things deemed necessary in connection with the execution of such agreement; and providing for severability, conflicts, and an effective date.

FISCAL YEAR 2024 BUDGET MATTERS

23. Consideration of **Resolution 2024-20**, a Resolution of the Board of Supervisors approving the Fiscal Year 2024 Proposed Budget for and setting a Public Hearing for **Tuesday, April 16, 2024**, at **3:00 p.m.**, at the offices of **Lennar Homes, 2100 SE 17th Street, Suite 601, Ocala, FL 34471**.

24. Consideration of a Budget Funding Agreement between Lennar Homes, LLC, and the District to fund the District's Fiscal Year 2024 General Fund Operating Budgets in lieu of the District levying assessments.

SPECIAL ASSESSMENT BOND MATTERS

25. Consideration of **Resolution 2024-21**, a Resolution of the Board of Supervisors of Marion Ranch Community Development District Authorizing the Issuance of not to exceed \$70,000,000 aggregate principal amount of Marion Ranch Community Development District Special Assessment Bonds, in one or more series, to pay all or a portion of the Design, Acquisition, Construction Costs of certain Public Infrastructure Improvements, including, but not limited to, Stormwater Management and Control Facilities, including, but not limited to, related Earthwork and Acquisition of lands relating thereto; Roadway Improvements including any applicable impact fees; Water, Wastewater and Reclaimed Water Facilities, including Connection Charges, Landscaping, Hardscaping and Irrigation in Public Rights-Of-Way, Entrance Features; Differential Cost Of Undergrounding Electric Utilities, and all related soft and incidental costs (collectively, the "Project"), pursuant to Chapter 190, Florida Statutes, as amended; appointing U.S. Bank Trust Company, National Association to serve as Trustee; approving the Execution and delivery of a Master Trust Indenture and a Supplemental Trust Indenture in substantially the forms attached hereto; providing that such Bonds shall not constitute a debt, liability or obligation of Marion Ranch Community Development District (except as otherwise provided herein), Marion County, Florida, or of the State of Florida or of any other political subdivision thereof, but shall be payable solely from Special Assessments Assessed and Levied on the Property within the District benefited by the Project and subject to Assessment; providing for the Judicial Validation of such Bonds; and providing for other related matters.

26. Staff Reports

- I. District Attorney.
- II. District Engineer.
- III. District Manager.

a) **Board Meeting Dates for Balance of Fiscal Year 2024.**

- i. Landowners and Regular Meeting – April 16, 2024, 3:00 P.M.
- ii. Public Hearings:
 - 1. Uniform Method of Collection – April 16, 2024, 3:00 P.M.
 - 2. Fiscal Year 2024 Budget – April 16, 2024, 3:00 P.M.

27. Supervisor's Requests.

28. Public Comments.

The public comment period is for items not listed on the Agenda, and comments are limited to three (3) minutes per person and assignment of speaking time is not permitted; however, the Presiding Officer may extend or reduce the time for the public comment period consistent with Section 286.0114, Florida Statutes.

29. Adjournment.

Summary of Agenda

The second order of business is Notice of Advertisement of the Organizational Meeting.

The third order of business is general in nature and the Board Members who were named/appointed by Marion County Establishing Ordinance 23-33 will subscribe to an Oath of Office and will be sworn in at the meeting.

In addition, the newly appointed Board must file a Form 1 – Statement of Financial Interests, which must be filed with the Florida Commission on Ethics within thirty (30) days of being seated on this Board (filing deadline is February 22, 2024). Florida Law was changed this past legislative session to require Form 1 filings to be completed on-line with the Florida Commission on Ethics. Each member must register/confirm registration under the new system and file the form 1 within thirty (30) days. Failure to file will automatically subject each member to a \$25.00/day fine and will continue to build until the disclosure is filed, or the fine reaches \$1,500.00. Additionally, if any of the newly appointed Board currently sit as a member of any other Community Development District Board or other elected office holder, you must still file a Form 1 – Statement of Financial Interests to now include the Marion Ranch Community Development District.

Please review the Memorandum in the agenda backup on the complete filing requirements, which include the web site and login in information needed for filing the Form 1.

The fourth order of business deals with the election of officers, which will be evidenced by the adoption of **Resolution 2024-1**. The following guidelines are recommended for consideration by the Board:

Chairman of the Board	Elected by the Board members and must be a member of the Board. He/She is responsible for conducting the meetings of the Board and for signing required documents of the District.
Vice Chairman of the Board	Elected by the Board members and must be a member of the Board. He/She acts in the position of Chairman in the absence of the Chairman.
Secretary of the Board	Elected by the Board members and can be either a member of the Board or a member of the District's Staff. The Secretary of the Board is responsible for keeping all of the District's public records, including minutes, agendas, etc., along with attesting to the Chairman's signature on documents. Generally, the District Manager serves as the Secretary.

Treasurer of the Board

Elected by the Board members and can be either a member of the Board or a member of the District's Staff. The Treasurer of the Board is responsible for maintaining the District's accounting records, including coordination with the Trustee, the Auditor, Accounts Payable, and Payroll Staff, etc. Generally, the District Manager serves as the Treasurer.

Assistant Secretary

Elected by the Board members and recommended to be all other members of the Board who do not hold either the Chairman's or the Vice Chairman's position.

The fifth order of business is the consideration of **Resolution 2024-2**, a Resolution of the Board of Supervisors Ratifying, Confirming and Approving the Recording of the Notice of Establishment of the Marion Ranch Community Development District, and providing for an effective date.

RETENTION OF PROFESSIONAL STAFF FOR THE DISTRICT

The District's enabling legislation authorizes the retention of certain on-going professional staff members which are responsible for the day-to-day operations of the District. They include a District Manager, District Attorney and District Engineer. Each professional team member's agreement is enclosed with the Agenda and outlines the duties/responsibilities.

There are additional professional team members that are required to assist the District with the issuance of Assessment Bonds and include Bond Counsel and Underwriter. The proposed agreements for these professionals are also enclosed with the Agenda and outline those specific duties/responsibilities. As a note, there are additional professionals that will need to be retained once the District begins the process of levying capital special assessments, and those additional professionals will be added to the team at a future date.

The sixth order of business deals with the retention of JPWard and Associates, LLC, as District Manager – the form of Agreement has been enclosed in your Agenda, along with **Resolution 2024-3**.

The seventh order of business deals with the retention of Coleman, Yovanovich & Koester as District Counsel – the form of Agreement has been enclosed in your Agenda.

The eighth order of business deals with the interim appointment of Tillman & Associates Engineering, LLC, to assist the District in the preparation of the necessary Engineering Report(s) for the Capital Improvement Program for the District and to provide general engineering services until the District has

the opportunity to retain an engineer pursuant to Chapter 287 F.S. (the Consultants Competitive Negotiations Act).

The ninth order of business deals with the retention of FMS Bonds as underwriter for the District – the form of Agreement has been enclosed in your Agenda.

The tenth order of business deals with the retention of Greenburg Traurig, (Mr. Stephen Sanford) as Bond Counsel for the District – the form of Agreement has been enclosed in your Agenda.

REGULAR BUSINESS ITEMS

The eleventh order of business deals with the designation of a registered agent, registered office and office of record for the District. The registered agent and registered office is recommended to be James P. Ward and the office of JPWard and Associates, LLC. Although the registered agent is for service of process in the event of litigation, the registered agent primarily fills an administrative role for routine mailings from the State and/or public records requests.

The twelfth order of business consideration of **Resolution 2024-9** which sets forth that the District will support and defend the Board and Staff of the District in the event of litigation and a Member is sued individually. This Resolution permits the District Staff to begin work on any litigation matters prior to the next Board Meetings.

The thirteenth order of business of **Resolution 2024-10**, a Resolution of the Board of Supervisors adopting an electronic records policy and policy on the use of electronic signatures. The office of the District Manager is responsible for maintaining all public records of the District, which is accomplished through electronic retention of District Documents.

The fourteenth order of business consideration of **Resolution 2024-11**, which deals with the selection of a qualified depository to hold the general funds of the District. The District Manager is recommending Truist, simply due to the fact that a majority of our CDD's bank with Truist, and this provides a more efficient operating environment for the District. This bank account will hold only the operating funds of the District, and when the District issues Bonds, a trustee bank will be selected which will hold in trust all bond proceeds, assessment revenue collected for the payment of principal and interest on Bonds, any all other funds related to a bond issue of the District.

The fifteenth order of business is authorization to advertise for a District Engineer in accordance with the Consultants Competitive Negotiations Act. Chapter 287.005 governs the selection process for certain professional consultants, primarily engineers, as such, in order to retain an engineer, we must advertise a Request for Qualifications for engineering firms to provide this service. Once the District receives proposals, the item will be scheduled for the April 16, 2024 meeting, at which time, the Board must rank the top three firms (if at least three proposals are received) based on their qualifications, and then authorize the Manager and Attorney to negotiate an agreement with the top ranked firm to be brought back to the Board for approval.

The sixteenth order of business is the consideration of **Resolution 2024-13**, a Resolution of the Board of Supervisors providing for the Public's opportunity to be heard, designating a public comment period, designating a procedure to identify individual seeking to be heard, addressing public decorum, addressing exceptions.

Speakers shall be permitted to address any agenda item during the agenda item, but after staff presentation and board comment on the item, and on non-agenda matter(s) of personal or general concern, during the Public Comment Period. The public comment period is limited to three (3) minutes per person. In the event large groups of individuals desire to speak, the Presiding Officer may require each group to designate a representative to speak on behalf of such group, with all remarks being addressed to the Board as a body and not to any specific member or to any staff member. The Presiding Officer may extend or reduce the time for the public comment period consistent with Section 286.0114, Florida Statutes

The seventeenth order of business of **Resolution 2024-14**, a Resolution of the Board of Supervisors designating the Regular Meeting dates, time, and location for Fiscal Year 2024. To the extent that the District has a regular meeting schedule, the District is required to advertise this schedule (legal advertisement) on a periodic basis at the beginning of the Fiscal Year. The proposed meeting schedule is for the third Tuesday of each month at **3:00 P.M.** at the offices of **Lennar Homes, 2100 SE 17th Street, Suite 601, Ocala, FL 34471**.

The Fiscal Year 2024 schedule is as follows:

February 20, 2024	March 19, 2024
April 16, 2024	May 21, 2024
June 18, 2024	July 16, 2024
August 20, 2024	September 17, 2024

The eighteenth order of business of **Resolution 2024-15**, a Resolution of the Board of Supervisors designating a date, time, and location for a Landowners meeting and election; providing for publication and establishing forms for the Landowners election. The date, time and location for the Landowners election is **Tuesday, April 16, 2024, at 3:00 pm** at the offices of **Lennar homes, 2100 SE 17th Street, Suite 601, Ocala, FL 34471**.

The nineteenth order of business is the consideration of **Resolution 2024-16**, a Resolution of the Board of Supervisors designating a date, time, and location of a public hearing regarding the District's intent to use the uniform method for the levy, collection, and enforcement of non-ad valorem special assessments as authorized by Section 197.3632, Florida Statutes.

The Public Hearing is scheduled for **April 16, 2024, at 3:00 p.m.**, at the offices of **Lennar Homes, 2100 SE 17th Street, Suite 601, Ocala, FL 34471**.

The twentieth order of business is the consideration of **Resolution 2024-17**, a Resolution of Board of Supervisors, adopting the Alternative Investment Guidelines for Investing Public Funds in excess of amount needed to meet current operating expenses, in accordance with Section 218.415(17), Florida Statutes.

Section 218.415, Florida Statutes requires the District to adopt investment guidelines for its general fund operations or in the alternative utilize the provisions of Section 218.415(17) for investments. The Section only relates to any general funds of the District and not to any bond funds held as a result of the issuance of Bonds. Generally, the dollar value of funds that a District would hold is relatively small enough that the alternative investment instruments outlined in the Statute are more than sufficient for the District. This selection will not affect the investment of any funds held in trust when the District issues Bonds. The Bond Indenture will outline the permitted investments for those funds only.

The twenty-first order of business is the consideration of **Resolution 2024-18**, a Resolution of the Board of Supervisors granting authority to the Chairperson or Vice Chairperson to execute real and personal property conveyances and dedications documents, and plats and other document related to the development of the District's improvements, subject to the approval of the District Manager, District Engineer and District Counsel is legal, consistent with the District's improvement plan and necessary for the development of the Improvements.

The twenty-second order of business is the consideration of **Resolution 2024-19**, a Resolution of the Board of Supervisors authorizing the execution and delivery of an agreement regarding the acquisition of certain work product, infrastructure and real property; authorizing the proper Officials to do all things deemed necessary in connection with the execution of such agreement; and providing for severability, conflicts, and an effective date.

The twenty-third order of business is the consideration of **Resolution 2024-20**, a Resolution of Board of Supervisors, approving the Fiscal Year 2024 Proposed Budget and sets a Public Hearing for **Tuesday, April 16, 2024, at 3:00 p.m.**, at the offices of **Lennar Homes, 2100 SE 17th Street, Suite 601, Ocala, FL 34471**.

This will be the first Budget for the District which will cover the period from the establishment date of the District through September 30, 2024.

Additionally, the District Manager will submit a Budget for Fiscal Year 2025, which covers the period October 1, 2024 through September 30, 2025, by June 15th for your review and approval.

The adoption of a budget is mandated by law, and funding for the Budget will come from the developer initially, Lennar Homes pursuant to an agreement to fund the operations of the District. Once the District issues Bonds, we will begin the process of levying assessments for operations to be placed on property tax bills of owners.

The Public Hearing is scheduled for **April 16, 2024, at 3:00 p.m.**, at the offices of **Lennar Homes, 2100 SE 17th Street, Suite 601, Ocala, FL 34471**.

The twenty-fourth order of business deals with an Agreement with Lennar Homes. The agreement permits the District to adopt and fund its general fund operations for the balance of Fiscal Year 2024 and funds the professional staff towards the issuance of capital improvement revenue bonds to finance the construction of the District's capital improvement program.

The twenty-fifth order of business is the consideration of **Resolution 2024-21**, a Resolution of the Board of Supervisors of Marion Ranch Community Development District Authorizing the Issuance of not to exceed \$70,000,000 aggregate principal amount of Marion Ranch Community Development District Special Assessment Bonds, in one or more series, to pay all or a portion of the Design, Acquisition, Construction Costs of certain Public Infrastructure Improvements, including, but not limited to, Stormwater Management and Control Facilities, including, but not limited to, related Earthwork and Acquisition of lands relating thereto; Roadway Improvements including any applicable impact fees; Water, Wastewater and Reclaimed Water Facilities, including Connection Charges, Landscaping, Hardscaping and Irrigation in Public Rights-Of-Way, Entrance Features; Differential Cost Of Undergrounding Electric Utilities, and all related soft and incidental costs (collectively, the "Project"), pursuant to Chapter 190, Florida Statutes, as amended; appointing U.S. Bank Trust Company, National Association to serve as Trustee; approving the Execution and delivery of a Master Trust Indenture and a Supplemental Trust Indenture in substantially the forms attached hereto; providing that such Bonds shall not constitute a debt, liability or obligation of Marion Ranch Community Development District (except as otherwise provided herein), Marion County, Florida, or of the State of Florida or of any other political subdivision thereof, but shall be payable solely from Special Assessments Assessed and Levied on the Property within the District benefited by the Project and subject to Assessment; providing for the Judicial Validation of such Bonds; and providing for other related matters.

If you have any questions and/or comments before the meeting, please do not hesitate to contact me directly by phoning (954) 658-4900.

Sincerely,

Marion Ranch Community Development District



James P. Ward
District Manager

The Meetings for Fiscal Year 2024 are as follows:

<u>February 20, 2024</u>	<u>March 19, 2024</u>
<u>April 16, 2024</u>	<u>May 21, 2024</u>
<u>June 18, 2024</u>	<u>July 16, 2024</u>
<u>August 20, 2024</u>	<u>September 17, 2024</u>

Thank you for placing your order with us.

Ocala Legals <StarBannerLegals@gannett.com>

Thu 1/11/2024 3:52 PM

To:Katherine Selchan <KatherineSelchan@jwardassociates.com>

THANK YOU for your ad submission!

This is your confirmation that your order has been submitted. Below are the details of your transaction. Please save this confirmation for your records.

We appreciate you using our online self-service ads portal, available 24/7. Please continue to visit Ocala StarBanner's online Classifieds [HERE](#) to place your legal notices in the future.

Changes and/or cancellations may not be honored up to 2 business days prior to your first publication date.

Job Details

Order Number: **LSAR0050894**
Classification: Govt Public Notices
Package: General Package
Total payment: \$207.92

Account Details

Marion Ranch CDD
2301 NE 37Th ST
Fort Lauderdale, FL ♦ 33308-6242
954-658-4900
KatherineSelchan@jwardassociates.com
Marion Ranch CDD

Schedule for ad number LSAR00508940

Tue Jan 16, 2024

Ocala StarBanner *All Zones*

MARION RANCH COMMUNITY DEVELOPMENT DISTRICT NOTICE OF ORGANIZATIONAL MEETING

NOTICE IS HEREBY GIVEN that the Organizational Meeting of the newly established Marion Ranch Community Development District will be held at **10:00 A.M. on Tuesday, January 23, 2024**, at the offices of **Lennar Homes, 2100 SE 17th Street, Suite 601, Ocala, FL 34471**. The meeting is being held for the necessary public purpose of considering such business as more fully identified in the meeting agenda, a copy of which will be posted on the District's website at www.MarionRanchcdd.org.

The purpose of this meeting is for the Board to consider any business which may properly come before it. The meeting is open to the public and will be conducted in accordance with the provisions of Florida Law for Community Development Districts. The meetings may be cancelled or continued to a date, time and location specified on the record of the meeting.

A copy of the agenda for the meeting may be obtained at the offices of the District Manager, located at 2301 Northeast 37th Street, Fort Lauderdale, Florida 33308, or by Phone: (954) 658-4900, during normal business hours.

Any person requiring special accommodation for this meeting because of a disability or physical impairment should contact the District Office at (954) 658-4900 at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at (800) 955-8770 for aid in contacting the District Office.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at this meeting should contact the District Manager by telephone at (954) 658-4900 at least seven (7) days prior to the date of the particular meeting. Toward that end, anyone wishing to listen and participate in the meeting can do so by connecting to a link that will be posted on the District's website: www.MarionRanchcdd.org.

If any person decides to appeal any decision made with respect to any matter considered at this meeting, such person will need a record of the proceeding and such person may need to ensure that a verbatim record of the proceeding is made at their own expense and which record includes the testimony and evidence on which the appeal is based.

James P. Ward
District Manager on behalf of the
Marion Ranch Community Development District
Publication Dates
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ORDINANCE NO. 23-33

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, ESTABLISHING MARION RANCH COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO CHAPTER 190, FLORIDA STATUTES; PROVIDING FOR THE ESTABLISHMENT AND NAME OF THE DISTRICT, TO BE KNOWN AS MARION RANCH COMMUNITY DEVELOPMENT DISTRICT; PROVIDING FOR THE LEGAL DESCRIPTION; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR THE INITIAL MEMBERS OF THE BOARD OF SUPERVISORS; PROVIDING FOR POWERS; PROVIDING FOR APPLICABILITY OF CHAPTER 190, FLORIDA STATUTES, AND ALL OTHER APPLICABLE STATUTES, ORDINANCES, RULES AND REGULATIONS; PROVIDING FOR NO MARION COUNTY OBLIGATIONS; PROVIDING FOR NO LIMITATION ON MARION COUNTY POWERS; PROVIDING FOR DISCLOSURE; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 190, Florida Statutes, the "Uniform Community Development District Act of 1980" (the "Act"), and specifically Section 190.005, "Establishment of District" at subsection 190.005(2) and Marion County Ordinance 97-10 set forth the exclusive and uniform method for the establishment of an independent community development district of less than two thousand five hundred (2,500) acres in Marion County, Florida; and

WHEREAS, Section 190.005(2), Florida Statutes, requires a petition for the establishment of a community development district to be filed with the County Commission, which petition is required to include certain information as required in Section 190.005(1)(a) and said petition is required to be considered at a public hearing conducted by the County Commission in accordance with the requirements and procedures of Section 190.005(1)(d); and

WHEREAS, a petition for the establishment of the Marion Ranch Community Development District, which included a statement of estimated regulatory costs and the other information required in Section 190.005(1)(a), hereinafter referred to as the "Petition", was submitted by Freedom Commons Development, LLC, a Delaware limited liability company and considered at a public hearing on December 13, 2023; and

WHEREAS, the Petition sets forth the external boundaries of the District; and

WHEREAS, the Petition to establish Marion Ranch Community Development District provides the area of land within the District is of sufficient size, is sufficiently compact and is sufficiently contiguous to be developable as one functional interrelated community and otherwise satisfies the requirements of Section 190.005(1)(c), Florida Statutes; and

WHEREAS, Section 190.005(2), Florida Statutes, authorizes the Board of County Commissioners to exercise its legislative discretion and enact an ordinance granting the Petition for the establishment of a community development district to be known as Marion Ranch Community Development District, and

WHEREAS, on December 13, 2023, the Board of County Commissioners conducted a public hearing to receive public comment and to consider the factors set forth in Section 190.005(1)(e), Florida Statutes, to make a determination to grant or deny the Petition for the establishment of Marion Ranch Community Development District; and

WHEREAS, all notice requirements of law were met and complete notice was timely given.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA:

SECTION 1. ESTABLISHMENT AND NAME OF DISTRICT. The Petition for the establishment of the “Marion Ranch Community Development District” is hereby granted and there is hereby established pursuant to the provisions of Section 190.005(2), Florida Statutes, a community development district which shall be known as “Marion Ranch Community Development District” (the “District”).

SECTION 2. LEGAL DESCRIPTION. The external boundaries of the District are legally described in *Exhibit A*, attached hereto and incorporated herein. A map reflecting the external boundaries of the District is attached hereto as *Exhibit B*.

SECTION 3. FINDING OF FACT. Pursuant to Section 190.005(2), Florida Statutes, the Board of County Commissioners hereby adopts the following findings of fact at the public hearing on the Petition to establish the District:

- A. All statements contained within the Petition are true and correct and all statements set forth in the preamble to this ordinance are true and correct.
- B. The establishment of the District is not inconsistent with applicable elements or portions of the State of Florida Comprehensive Plan set out in Chapter 187, Florida Statutes and the Marion County Comprehensive Plan, adopted in Ordinance No. 02-3, as amended.
- C. The area of land within the District is of sufficient size, is sufficiently compact and is sufficiently contiguous to be developable as one functional interrelated community.

- D. The District is the best alternative available for delivering community development services and facilities to the area that will be served by the District.
- E. The community development services and facilities of the District will not be incompatible with the capability and uses of existing local and regional community development services and facilities.
- F. The area to be served by the District is amenable to separate special district government.

SECTION 4. BOARD OF SUPERVISORS.

- A. The initial five (5) members of the Board of Supervisors of the District shall be the following individuals:
 - 1. Andrea Agha
8022 SW 45th Lane
Gainesville, FL 32608
 - 2. Frank Perez
2100 SE 17th Street
Suite 601
Ocala, FL 34471
 - 3. Ron Wiese
7675 SW 74th Loop
Ocala, FL 34481
 - 4. David Garcia
2100 SE 17th Street
Suite 601
Ocala, FL 34471
 - 5. Chris Armstrong
1415 SW 17th Street
Ocala, FL 34471
- B. The Board of Supervisors of the District shall exercise all powers granted to the District pursuant to Chapter 190, Florida Statutes, consistent with all applicable governmental laws, rules and regulations.

SECTION 5. POWERS.

- A. The District shall have, and the Board of Supervisors of the District may exercise, all the general powers of a community development district granted by Chapter 190, Florida Statutes, as amended from time to time consistent with all applicable governmental laws, rules and regulations.
- B. The District shall have, and the Board of Supervisors of the District is hereby specifically authorized to exercise, the specific special powers provided in Section 190.012(1), 2(a) and 2(d), Florida Statutes, as amended from time to time consistent with all applicable governmental laws, rules and regulations.
- C. The establishment of an independent community development district is not a development order within the meaning of Chapter 380, Florida Statutes. All governmental planning, environmental, and land development laws, regulations, and ordinances apply to all development of land within this community development district. Community development districts do not have the power of a local government to adopt a comprehensive plan, building code, or land development code, as those terms are defined in the Local Government Comprehensive Planning and Land Development Regulation Act. The District shall take no action which is inconsistent with applicable comprehensive plans, ordinances, or regulations of Marion County.

SECTION 6. COMPLIANCE WITH LAWS AND ORDINANCES. The District shall comply with Chapter 190, Florida Statutes, and all applicable federal, state and regional laws, statutes, rules, and regulations and all applicable provisions of the Marion County Comprehensive Plan, Land Development Code provisions, ordinances, rules and regulations.

SECTION 7. NO MARION COUNTY OBLIGATION. No debt, obligation or duty of the District shall constitute a debt, obligation, duty or burden of or on Marion County.

SECTION 8. NO LIMITATION ON MARION COUNTY POWERS. Establishment of the District in no way limits Marion County in the exercise of its powers or authority as provided for in Chapter 125, Florida Statutes, and other Florida statutes upon the property within the District.

SECTION 9. REQUIRED DISCLOSURE. The District shall comply with the disclosure of public financing and disclosure to purchaser requirements set forth in Section 190.009 and 190.048, Florida Statutes, as amended from time to time. The District shall comply with the notice of establishment requirements of Section 190.0485, Florida Statutes.

SECTION 10. SEVERABILITY. It is declared to be the intent of the Board of County Commissioners that, if any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

SECTION 11. REPEAL. All Ordinances or parts of Ordinances which are in conflict with the Ordinance are hereby repealed.

SECTION 12. EFFECTIVE DATE. A certified copy of this Ordinance as enacted shall be filed by the Clerk of the Board with the Office of the Secretary of State of the State of Florida within ten (10) days after enactment, and this Ordinance shall take effect in accordance with Section 125.66(2), Florida Statutes.

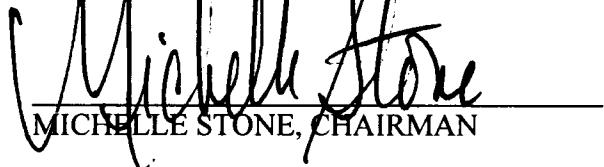
DULY ADOPTED in regular session by the Board of County Commissioners of Marion County this 13th day of December, 2023.

ATTEST:



GREGORY C. HARRELL, CLERK

BOARD OF COUNTY COMMISSIONERS
OF MARION COUNTY, FLORIDA



MICHELLE STONE

RECEIVED NOTICE FROM SECRETARY OF STATE ON JANUARY 10, 2024 ADVISING ORDINANCE WAS FILED ON DECEMBER 20, 2023.

Exhibit "A"

SKETCH OF DESCRIPTION FOR:
FREEDOM COMMONS DEVELOPMENT, LLC
SECTIONS 10 & 15, TOWNSHIP 16 SOUTH, RANGE 21 EAST,
MARION COUNTY, FLORIDA
"MARION RANCH CDD"

DESCRIPTION:PARCEL 1A

A PORTION OF THE N.W. 1/4 OF SECTION 15, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 15; THENCE ALONG THE WEST BOUNDARY OF SAID SECTION 15, N.00°29'26"E., 2,697.61 FEET TO THE POINT OF BEGINNING. THENCE CONTINUE ALONG SAID WEST BOUNDARY, N.00°26'59"E., 2,587.86 FEET; THENCE DEPARTING SAID WEST BOUNDARY, ALONG THE SOUTH MAINTAINED RIGHT OF WAY LINE OF S.W. 80TH STREET, S.89°35'50"E., 122.49 FEET; THENCE DEPARTING SAID SOUTH MAINTAINED RIGHT OF WAY LINE (PER MARION COUNTY MAINTENANCE MAP RECORDED IN BOOK 1 PAGE 198 (BOOK 2, PAGE 82)), ALONG THE WEST BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1371, PAGE 212 AND OFFICIAL RECORDS BOOK 2208, PAGE 1353 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, S.00°28'16"W., 252.18 FEET TO THE S.W. CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2208, PAGE 1353; THENCE DEPARTING SAID WEST BOUNDARY, ALONG THE SOUTH BOUNDARY OF SAID LANDS, S.89°17'01"E., 138.21 FEET; THENCE DEPARTING SAID SOUTH BOUNDARY, ALONG THE WEST BOUNDARY OF SAID LANDS MARION COUNTY DRAINAGE RETENTION AREA AS DESCRIBED IN OFFICIAL RECORDS BOOK 6558, PAGE 1696 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, S.00°28'39"W., 85.79 FEET; THENCE CONTINUE ALONG SAID WEST BOUNDARY, S.23°40'34"E., 234.10 FEET TO THE S.W. CORNER OF SAID LANDS; THENCE DEPARTING SAID WEST BOUNDARY, ALONG THE SOUTH BOUNDARY OF SAID LANDS, S.89°25'38"E., 238.88 FEET; THENCE DEPARTING SAID SOUTH BOUNDARY, ALONG THE WESTERLY RIGHT OF WAY LINE OF S.W. 49TH AVENUE RD, THE FOLLOWING FOUR (4) COURSES: (1.) S.00°33'50"W., 1,062.91 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 2,804.79 FEET, A CENTRAL ANGLE OF 13°51'41", AND A CHORD BEARING AND DISTANCE OF S.07°29'18"W., 676.90 FEET; (2.) THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE AND SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 678.55 FEET TO A POINT OF TANGENCY; (3.) THENCE S.29°52'09"W., 50.55 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 2,791.79 FEET, A CENTRAL ANGLE OF 05°12'15", AND A CHORD BEARING AND DISTANCE OF S.18°01'29"W.,

CONTINUE NEXT PAGE....

NOTES:

1. DATE OF SKETCH: MAY 24, 2023.
2. SUBJECT TO RIGHTS OF WAY, RESTRICTIONS, EASEMENTS AND RESERVATIONS OF RECORD.
3. UNLESS OTHERWISE SHOWN, UNDERGROUND IMPROVEMENTS NOT LOCATED.
4. PUBLIC RECORDS NOT SEARCHED BY JCH CONSULTING GROUP, INC.
5. BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM OF 1983 (NAD 83), WITH 2011 ADJUSTMENT AS DERIVED FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION VIRTUAL REFERENCE STATION NETWORK.
6. ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
7. THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE BENEFIT OF THE PARTY(IES) NAMED HEREON, AND SHALL NOT BE DUPLICATED OR RELIED UPON BY ANY OTHER INDIVIDUAL OR ENTITY WITHOUT AUTHORIZATION FROM JCH CONSULTING GROUP, INC.

LEGEND:

	LINE BREAK
R/W	RIGHT-OF-WAY
CONC.	CONCRETE
LS	LAND SURVEYOR
LB	LICENSED BUSINESS
NO.	NUMBER
Q	CENTERLINE
P.C.	POINT OF CURVATURE
P.I.	POINT OF INTERSECTION
L	ARC LENGTH
R	RADIUS
Δ	DELTA (CENTRAL ANGLE)
CB	CHORD BEARING
CH	CHORD DISTANCE
○	CHANGE IN DIRECTION

NOTE: THIS IS NOT A SURVEY

SHEET 1 OF 5

ONE IS NOT COMPLETE
WITHOUT THE OTHERS

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE SKETCH REPRESENTED HEREON MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050-052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

Chris Howson

05/26/2023

CHRISTOPHER J. HOWSON, P.S.M., C.F.M. - LS 6553
OF JCH CONSULTING GROUP, INC.

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

Drawing name: Z:\Projects\210239 Armstrong 803 Ac Land Trust; Freedom Commons; Marion Ranch\DWG\Sketch\Marion Ranch CDD\210239SK (CDD).dwg SHEET 1 May 26, 2023 8:49am by: Administrator



JCH
CONSULTING GROUP, INC.
LAND DEVELOPMENT, SURVEYING & MAPPING
PLANNING + ENVIRONMENTAL + G.I.S.
CERTIFICATE OF AUTHORIZATION NO. LB 0721 CHRISTOPHER J. HOWSON, P.S.M., C.F.M. - LS 6553
426 SW 15TH STREET, Ocala, Florida 34471
PHONE 352-495-1482 www.JCHc.com

DRAWN:	C.J.H.	J.O. # 210239
REVISED:		DWG. # 210239SK (CDD)
CHECKED:	C.J.H.	SHEET 1 OF 5
APPROVED:	C.J.H.	MARION RANCH CDD
SCALE:	1" = 700'	COPYRIGHT © MAY, 2023

**SKETCH OF DESCRIPTION FOR:
FREEDOM COMMONS DEVELOPMENT, LLC
SECTIONS 10 & 15, TOWNSHIP 16 SOUTH, RANGE 21 EAST,
MARION COUNTY, FLORIDA
"MARION RANCH CDD"**

DESCRIPTION:

CONTINUE...

253.49 FEET; (4.) THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE AND SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 253.57 FEET TO A POINT OF COMPOUND CURVATURE WITH A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 70°03'36", AND A CHORD BEARING AND DISTANCE OF S.55°39'24"W, 28.70 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND THE NORTH RIGHT OF WAY LINE OF S.W. 85TH STREET, A DISTANCE OF 30.57 FEET TO THE END OF SAID CURVE; THENCE CONTINUE ALONG SAID NORTH RIGHT OF WAY LINE, N.89°18'48"W, 385.12 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 29.10 ACRES, MORE OR LESS.

PARCEL 1B

A PORTION OF THE N.W. 1/4 AND A PORTION OF THE S.W. 1/4 OF THE N.E. 1/4 AND A PORTION OF THE WEST 1/2 OF THE S.E. 1/4 OF SECTION 15, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 15; THENCE ALONG THE WEST BOUNDARY OF SAID SECTION 15, N.00°29'26"E., 2,697.61 FEET; THENCE DEPARTING SAID WEST BOUNDARY, S.89°19'51"E., 579.07 FEET TO THE POINT OF BEGINNING. THENCE ALONG THE NORTH RIGHT OF WAY LINE OF S.W. 85TH STREET, N.65°31'41"W, 15.18 FEET; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, ALONG THE EASTERN RIGHT OF WAY LINE S.W. 49TH AVENUE RD THE FOLLOWING FIVE (5) COURSES: (1.) N.19°52'36"E., 1.85 FEET; (2.) THENCE N.11°14'01"W, 25.42 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 2,929.79 FEET, A CENTRAL ANGLE OF 18°45'47", AND A CHORD BEARING AND DISTANCE OF N.09°56'11"E., 955.16 FEET; (3.) THENCE NORTHERLY ALONG THE ARC OF SAID CURVE AND SAID EASTERN RIGHT OF WAY LINE, A DISTANCE OF 959.44 FEET TO THE END OF SAID CURVE; (4.) THENCE N.00°33'39"E., 1,583.63 FEET; (5.) THENCE N.41°26'34"E., 42.61 FEET; THENCE DEPARTING SAID EASTERN RIGHT OF WAY LINE, ALONG THE SOUTH RIGHT OF WAY LINE OF S.W. 80TH STREET THE FOLLOWING THREE (3) COURSES: (1.) S.89°34'37"E., 564.40 FEET; (2.) THENCE N.87°19'09"E., 149.32 FEET; (3.) THENCE S.89°42'25"E., 1,164.73 FEET TO THE NORTH 1/4 CORNER OF SAID SECTION 15; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE, ALONG THE EAST BOUNDARY OF THE N.W. 1/4 OF SAID SECTION 15, S.00°22'46"W., 1,325.47 FEET TO THE NORTHWEST CORNER OF THE S.W. 1/4 OF THE N.E. 1/4 OF SAID SECTION 15; THENCE DEPARTING THE SAID EAST BOUNDARY, ALONG THE NORTH BOUNDARY OF THE S.W. 1/4 OF THE N.E. 1/4 OF SAID SECTION 15, S.89°16'26"E., 1,314.80 FEET TO THE NORTHEAST CORNER OF THE S.W. 1/4 OF THE N.E. 1/4 OF SAID SECTION 15; THENCE DEPARTING SAID NORTH BOUNDARY, ALONG THE EAST BOUNDARY OF THE S.W. 1/4 OF THE N.E. 1/4 OF SAID SECTION 15, S.00°20'44"W., 1,324.68 FEET TO THE SOUTHEAST CORNER OF THE S.W. 1/4 OF THE N.E. 1/4 OF SAID SECTION 15; THENCE DEPARTING THE EAST BOUNDARY OF THE S.W. 1/4 OF THE N.E. 1/4 OF SAID SECTION 15, ALONG THE WEST BOUNDARY OF THE EAST 1/2 OF THE S.E. 1/4 OF SAID SECTION 15, S.00°20'50"W., 34.15 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 960.00 FEET, A CENTRAL ANGLE OF 16°17'44", AND A CHORD BEARING AND DISTANCE OF N.81°48'34"W., 272.12 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE AND AFOREMENTIONED NORTH RIGHT OF WAY LINE OF S.W. 85TH STREET, A DISTANCE OF 273.04 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 1,040.00 FEET, A CENTRAL ANGLE OF 15°38'44", AND A CHORD BEARING AND DISTANCE OF N.81°29'04"W., 283.11 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, AND SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 283.99 FEET TO A POINT OF TANGENCY; THENCE CONTINUE ALONG SAID NORTH RIGHT OF WAY LINE, N.89°18'26"W., 2,817.22 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 154.58 ACRES, MORE OR LESS.

CONTINUE NEXT PAGE....

NOTE: THIS IS NOT A SURVEY

SHEET 2 OF 5
ONE IS NOT COMPLETE
WITHOUT THE OTHERS

Drawing name: Z:\Projects\210239 Armstrong 803 Ac Land Trust; Freedom Commons; Marion Ranch\DWG\Sketch\Marion Ranch CDD\210239SK (CDD).dwg SHEET 2 May 26, 2023 8:46am by Administrator



JCH
CONSULTING GROUP, INC.

LAND DEVELOPMENT • SURVEYING & MAPPING

PLANNING • ENVIRONMENTAL • G.I.S.

CERTIFICATE OF AUTHORIZATION NO. LANT-1 CHRISTOPHER J. HOWSON, P.S.M., C.F.M. - LS4551
426 SW 157TH STREET, LAKELAND, FLORIDA 33811
PHONE: 863.405.1482 www.JCHg.com

DRAWN:	C.J.H.	J.O. # 210239
REVISED:		DWG. # 210239SK (CDD)
CHECKED:	C.J.H.	SHEET 2 OF 5
APPROVED:	C.J.H.	MARION RANCH CDD
SCALE:	1" = 700'	COPYRIGHT © MAY, 2023

SKETCH OF DESCRIPTION FOR:
FREEDOM COMMONS DEVELOPMENT, LLC
SECTIONS 10 & 15, TOWNSHIP 16 SOUTH, RANGE 21 EAST,
MARION COUNTY, FLORIDA
"MARION RANCH CDD"

DESCRIPTION:

CONTINUE...

PARCEL 1C

A PORTION OF THE WEST 1/2 OF THE S.E. 1/4 OF SECTION 15, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 15; THENCE ALONG THE WEST BOUNDARY OF SAID SECTION 15, N.00°29'26"E., 2,617.84 FEET TO THE SOUTH RIGHT OF WAY OF S.W. 85TH STREET; THENCE ALONG THE SOUTH RIGHT OF WAY LINE OF SAID S.W. 85TH STREET, S.89°18'26"E., 2,630.49 FEET TO THE POINT OF BEGINNING. THENCE CONTINUE ALONG SAID SOUTH RIGHT OF WAY LINE THE FOLLOWING THREE (3) COURSES: (1.) S.89°18'26"E., 765.52 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 960.00 FEET, A CENTRAL ANGLE OF 15°38'44", AND A CHORD BEARING AND DISTANCE OF S.81°29'04"E., 261.33 FEET; (2.) THENCE EASTERLY ALONG THE ARC OF SAID CURVE AND SAID RIGHT OF WAY LINE, A DISTANCE OF 262.14 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 1,040.00 FEET, A CENTRAL ANGLE OF 16°16'21", AND A CHORD BEARING AND DISTANCE OF S.81°47'53"E., 294.38 FEET; (3.) THENCE EASTERLY ALONG THE ARC OF SAID CURVE AND SAID RIGHT OF WAY LINE, A DISTANCE OF 295.37 FEET TO A POINT OF TANGENCY; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE, ALONG THE WEST BOUNDARY OF THE EAST 1/2 OF THE S.E. 1/4 OF SAID SECTION 15, S.00°20'50"W., 2,077.69 FEET TO THE NORTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6558, PAGE 1722 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE DEPARTING THE WEST BOUNDARY OF THE EAST 1/2 OF THE S.E. 1/4 OF SAID SECTION 15, ALONG THE NORTH BOUNDARY OF SAID LANDS, N.89°26'01"W., 417.39 FEET TO THE N.W. CORNER OF SAID LANDS; THENCE DEPARTING THE NORTH BOUNDARY OF SAID LANDS, ALONG THE WEST BOUNDARY OF SAID LANDS, S.00°20'42"W., 417.42 FEET; THENCE DEPARTING THE SOUTH BOUNDARY OF SAID LANDS, ALONG THE NORTH RIGHT OF WAY LINE OF S.W. 90TH STREET, N.89°26'01"W., 900.31 FEET; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, ALONG THE WEST BOUNDARY OF THE S.E. 1/4 OF SAID SECTION 15, N.00°23'20"E., 1078.29 FEET TO THE SOUTHERLY BOUNDARY OF A DRAINAGE RETENTION AREA AS DESCRIBED ON EXHIBIT "2" PER OFFICIAL RECORDS BOOK 6813, PAGE 681 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE DEPARTING SAID WEST BOUNDARY, ALONG THE SOUTHERLY, EASTERNLY, AND NORTHERLY BOUNDARY OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6813, PAGE 681 THE FOLLOWING FIVE (5) COURSES: (1.) S.89°36'50"E., 615.58 FEET; (2.) THENCE N.00°23'12"E., 474.55 FEET; (3.) THENCE N.89°36'40"W., 110.34 FEET; (4.) THENCE N.00°29'02"E., 205.00 FEET; (5.) THENCE N.89°36'40"W., 505.56 FEET TO THE AFORESAID WESTERLY OF THE S.E. 1/4 OF SECTION 15; THENCE DEPARTING SAID NORTHERLY BOUNDARY, ALONG SAID WESTERLY BOUNDARY, THENCE N.00°23'20"E., 814.18 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 64.14 ACRES, MORE OR LESS.

PARCEL 2

A PORTION OF THE S.W. 1/4 OF THE S.E. 1/4 AND A PORTION OF THE S.E. 1/4 OF THE S.W. 1/4 OF SECTION 10, TOWNSHIP 16 SOUTH, RANGE 21 EAST, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE S.W. 1/4 OF THE S.E. 1/4 OF SAID SECTION 10; THENCE ALONG THE NORTHERLY BOUNDARY OF THE S.W. 1/4 OF THE S.E. 1/4 OF SAID SECTION 10, S.89°10'47"E., 1,309.46 FEET TO THE NORTHEAST CORNER OF THE S.W. 1/4 OF THE S.E. 1/4 OF SAID SECTION 10; THENCE DEPARTING SAID NORTHERLY BOUNDARY, ALONG THE EASTERNLY BOUNDARY OF THE S.W. 1/4 OF THE S.E. 1/4 OF SAID SECTION 10, S.00°33'41"W., 1,275.21 FEET; THENCE DEPARTING SAID EASTERNLY BOUNDARY, ALONG THE NORTHERLY MAINTAINED RIGHT OF WAY LINE OF S.W. 80TH STREET (PER MARION COUNTY MAINTENANCE MAP RECORDED IN BOOK 1 PAGE 198 (BOOK 2, PAGE 82)), N.89°19'23"W., 1,313.07 FEET TO A POINT ON THE WESTERLY BOUNDARY OF THE S.W. 1/4 OF THE S.E. 1/4 OF SAID SECTION 10; THENCE CONTINUE ALONG SAID NORTHERLY MAINTAINED RIGHT OF WAY LINE, N.89°14'07"W., 1,313.69 FEET; THENCE DEPARTING SAID NORTHERLY MAINTAINED RIGHT OF WAY LINE, ALONG THE WESTERLY BOUNDARY OF THE S.E. 1/4 OF THE S.W. 1/4 OF SAID SECTION 10, N.00°38'06"E., 1,280.09 FEET TO THE N.W. CORNER OF THE S.E. 1/4 OF THE S.W. 1/4 OF SAID SECTION 10; THENCE DEPARTING SAID WESTERLY BOUNDARY, ALONG THE NORTHERLY BOUNDARY OF THE S.E. 1/4 OF THE S.W. 1/4 OF SAID SECTION 10, S.89°09'56"E., 1,315.67 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 77.05 ACRES, MORE OR LESS.

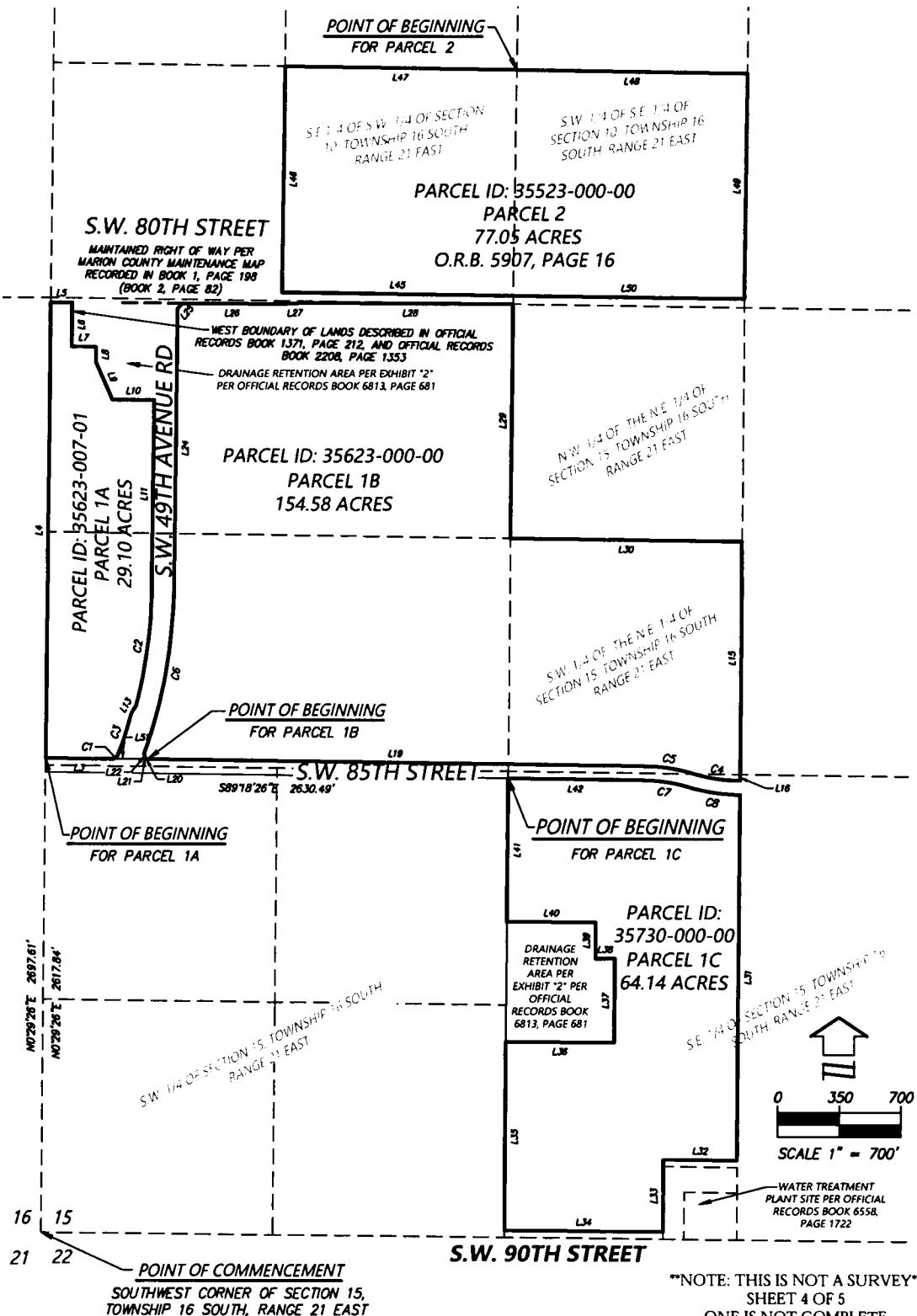
NOTE: THIS IS NOT A SURVEY
 SHEET 3 OF 5
 ONE IS NOT COMPLETE
 WITHOUT THE OTHERS

Drawing name: E:\Projects\210239 Armstrong 803 Ac Land Trust\Freedom Commons\Marion Ranch\DWG\Sketch\Marion Ranch CDD\210239SK (CDD).dwg SHEET 3 May 29, 2023 8:50am by: Administrator

 JCH CONSULTING GROUP, INC. LAND DEVELOPMENT, SURVEYING & MAPPING PLANNING, ENVIRONMENTAL & C.I.S. <small>CERTIFICATE OF AUTHORIZATION NO. LBN#1, CHRISTOPHER J. HOWSON, P.S.M., C.F.A.I. LS#551 26 SW 157TH STREET, OAKLAKE, FLORIDA 34737 PHONE: 352.495.1402 www.JCH-INC.com</small>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; padding: 2px;">DRAWN:</td> <td style="width: 33%; padding: 2px;">C.J.H.</td> <td style="width: 33%; padding: 2px;">J.O. # 210239</td> </tr> <tr> <td style="width: 33%; padding: 2px;">REVISED:</td> <td style="width: 33%; padding: 2px;"></td> <td style="width: 33%; padding: 2px;">DWG. # 210239SK (CDD)</td> </tr> <tr> <td style="width: 33%; padding: 2px;">CHECKED:</td> <td style="width: 33%; padding: 2px;">C.J.H.</td> <td style="width: 33%; padding: 2px;">SHEET 3 OF 5</td> </tr> <tr> <td style="width: 33%; padding: 2px;">APPROVED:</td> <td style="width: 33%; padding: 2px;">C.J.H.</td> <td style="width: 33%; padding: 2px;">MARION RANCH CDD</td> </tr> <tr> <td style="width: 33%; padding: 2px;">SCALE: 1" = 700'</td> <td style="width: 33%; padding: 2px;"></td> <td style="width: 33%; padding: 2px;">COPYRIGHT © MAY, 2023</td> </tr> </table>	DRAWN:	C.J.H.	J.O. # 210239	REVISED:		DWG. # 210239SK (CDD)	CHECKED:	C.J.H.	SHEET 3 OF 5	APPROVED:	C.J.H.	MARION RANCH CDD	SCALE: 1" = 700'		COPYRIGHT © MAY, 2023
DRAWN:	C.J.H.	J.O. # 210239														
REVISED:		DWG. # 210239SK (CDD)														
CHECKED:	C.J.H.	SHEET 3 OF 5														
APPROVED:	C.J.H.	MARION RANCH CDD														
SCALE: 1" = 700'		COPYRIGHT © MAY, 2023														

Exhibit "B"

SKETCH OF DESCRIPTION FOR:
 FREEDOM COMMONS DEVELOPMENT, LLC
 SECTIONS 10 & 15, TOWNSHIP 16 SOUTH, RANGE 21 EAST,
 MARION COUNTY, FLORIDA
 "MARION RANCH CDD"



JCH

CONSULTING GROUP, INC.

LAND DEVELOPMENT • SURVEYING & MAPPING

PLANNING • ENVIRONMENTAL • G.I.S.

CERTIFICATE OF AUTHORIZATION NO. LBM-01 (CHRISTOPHER J. HOWSON, P.S.M., C.P.M. LS#6551)
 426 SW 15TH STREET, OAKLA, FLORIDA 34617
 PHONE: (352) 465-1402 www.JCHcg.com

DRAWN:	C.J.H.	J.O. # 210239
REVISED:		DWG. # 210239SK (CDD)
CHECKED:	C.J.H.	SHEET 4 OF 5
APPROVED:	C.J.H.	MARION RANCH CDD
SCALE: 1" = 700'		COPYRIGHT © MAY, 2023

SKETCH OF DESCRIPTION FOR:
 FREEDOM COMMONS DEVELOPMENT, LLC
 SECTIONS 10 & 15, TOWNSHIP 16 SOUTH, RANGE 21 EAST,
 MARION COUNTY, FLORIDA
 "MARION RANCH CDD"

LINE TABLE		
LINE	BEARING	LENGTH
L3	N89°18'48"W	385.12
L4	N0°26'59"E	2587.86
L5	S89°35'50"E	122.49
L6	S0°28'16"W	252.18
L7	S89°17'01"E	138.21
L8	S0°28'39"W	85.79
L9	S23°40'34"E	234.10
L10	S89°25'38"E	238.88
L11	S0°33'50"W	1062.91
L13	S29°52'09"W	50.55
L15	S0°20'44"W	1324.68
L16	S0°20'50"W	34.15
L19	N89°18'26"W	2817.22
L20	N65°31'41"W	15.18
L21	N19°52'36"E	1.85
L22	N11°14'01"W	25.42
L24	N0°33'39"E	1583.63
L25	N41°26'34"E	42.61
L26	S89°34'37"E	564.40
L27	N87°19'09"E	149.32
L28	S89°42'25"E	1164.73

LINE TABLE		
LINE	BEARING	LENGTH
L29	S0°22'46"W	1325.47
L30	S89°16'26"E	1314.80
L31	S0°20'50"W	2077.69
L32	N89°26'01"W	417.39
L33	S0°20'42"W	417.42
L34	N89°26'01"W	900.31
L35	N0°23'20"E	1078.29
L36	S89°36'50"E	615.58
L37	N0°23'12"E	474.55
L38	N89°36'40"W	110.34
L39	N0°29'02"E	205.00
L40	N89°36'40"W	505.56
L41	N0°23'20"E	814.18
L42	S89°18'26"E	765.52
L45	N89°14'07"W	1313.69
L46	N0°38'06"E	1280.09
L47	S89°09'56"E	1315.67
L48	S89°10'47"E	1309.46
L49	S0°33'41"W	1275.21
L50	N89°19'23"W	1313.07
L51	S89°19'51"E	579.07

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C1	30.57	25.00	070°03'36"	28.70	S55°39'24"W
C2	678.55	2804.79	013°51'41"	676.90	S07°29'18"W
C3	253.57	2791.79	005°12'15"	253.49	S18°01'29"W
C4	273.04	960.00	016°17'44"	272.12	N81°48'34"W
C5	283.99	1040.00	015°38'44"	283.11	N81°29'04"W
C6	959.44	2929.79	018°45'47"	955.16	N09°56'11"E
C7	262.14	960.00	015°38'44"	261.33	S81°29'04"E
C8	295.37	1040.00	016°16'21"	294.38	S81°47'53"E

NOTE: THIS IS NOT A SURVEY
 SHEET 5 OF 5
 ONE IS NOT COMPLETE
 WITHOUT THE OTHERS



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DRAWN:	C.J.H.	J.O. # 210239
REVISED:		DWG. # 210239SK (CDD)
CHECKED:	C.J.H.	SHEET 5 OF 5
APPROVED:	C.J.H.	MARION RANCH CDD
SCALE:	1" = 700'	COPYRIGHT © MAY, 2023

OATH OR AFFIRMATION OF OFFICE

I, _____, a citizen of the State of Florida and of the United States of America, and being an officer of the **Marion Ranch Community Development District** and a recipient of public funds as such officer, do hereby solemnly swear or affirm that I will support the Constitution of the United States and of the State of Florida, and will faithfully, honestly and impartially discharge the duties devolving upon me as a member of the Board of Supervisors of the **Marion Ranch Community Development District**, Marion County, Florida.

Signature

Printed Name: _____

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) before me by means of Physical presence or online notarization this _____ day of _____, 2024, by _____, whose signature appears hereinabove, who is personally known to me or who produced _____ as identification.

NOTARY PUBLIC
STATE OF FLORIDA

Print Name: _____

My Commission Expires: _____

FLORIDA COMMISSION ON ETHICS



GUIDE
to the
SUNSHINE AMENDMENT
and
CODE of ETHICS
for Public Officers and Employees

2023

State of Florida

COMMISSION ON ETHICS

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Glenton “Glen” Gilzean, Jr., *Vice Chair*
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Fort Walton Beach

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Kerrie Stillman
Executive Director
P.O. Drawer 15709
Tallahassee, FL 32317-5709
www.ethics.state.fl.us
(850) 488-7864*

*Please direct all requests for information to this number.

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I. HISTORY OF FLORIDA'S ETHICS LAWS

Florida has been a leader among the states in establishing ethics standards for public officials and recognizing the right of citizens to protect the public trust against abuse. Our state Constitution was revised in 1968 to require a code of ethics, prescribed by law, for all state employees and non-judicial officers prohibiting conflict between public duty and private interests.

Florida's first successful constitutional initiative resulted in the adoption of the Sunshine Amendment in 1976, providing additional constitutional guarantees concerning ethics in government. In the area of enforcement, the Sunshine Amendment requires that there be an independent commission (the Commission on Ethics) to investigate complaints concerning breaches of public trust by public officers and employees other than judges.

The Code of Ethics for Public Officers and Employees is found in Chapter 112 (Part III) of the Florida Statutes. Foremost among the goals of the Code is to promote the public interest and maintain the respect of the people for their government. The Code is also intended to ensure that public officials conduct themselves independently and impartially, not using their offices for private gain other than compensation provided by law. While seeking to protect the integrity of government, the Code also seeks to avoid the creation of unnecessary barriers to public service.

Criminal penalties, which initially applied to violations of the Code, were eliminated in 1974 in favor of administrative enforcement. The Legislature created the Commission on Ethics that year "to serve as guardian of the standards of conduct" for public officials, state and local. Five of the Commission's nine members are appointed by the Governor, and two each are appointed by the President of the Senate and Speaker of the House of Representatives. No more than five Commission members may be members of the same political party, and none may be lobbyists, or hold any public employment during their two-year terms of office. A chair is selected from among the members to serve a one-year term and may not succeed himself or herself.

In 2018, Florida's Constitutional Revision Commission proposed, and the voters adopted, changes to Article II, Section 8. The earliest of the changes will take effect December 31, 2020, and will prohibit officials from abusing their position to obtain a disproportionate benefit for themselves

or their spouse, child, or employer, or for a business with which the official contracts or is an officer, partner, director, sole proprietor, or in which the official owns an interest. Other changes made to the Constitution place restrictions on lobbying by certain officeholders and employees, and put additional limits on lobbying by former public officers and employees. These changes will become effective December 31, 2022.

II. ROLE OF THE COMMISSION ON ETHICS

In addition to its constitutional duties regarding the investigation of complaints, the Commission:

- Renders advisory opinions to public officials;
- Prescribes forms for public disclosure;
- Prepares mailing lists of public officials subject to financial disclosure for use by Supervisors of Elections and the Commission in distributing forms and notifying delinquent filers;
- Makes recommendations to disciplinary officials when appropriate for violations of ethics and disclosure laws, since it does not impose penalties;
- Administers the Executive Branch Lobbyist Registration and Reporting Law;
- Maintains financial disclosure filings of constitutional officers and state officers and employees; and,
- Administers automatic fines for public officers and employees who fail to timely file required annual financial disclosure.

III. THE ETHICS LAWS

The ethics laws generally consist of two types of provisions, those prohibiting certain actions or conduct and those requiring that certain disclosures be made to the public. The following descriptions of these laws have been simplified in an effort to provide notice of their requirements. Therefore, we suggest that you also review the wording of the actual law. Citations to the appropriate laws are in brackets.

The laws summarized below apply generally to all public officers and employees, state and local, including members of advisory bodies. The principal exception to this broad coverage is the exclusion of judges, as they fall within the jurisdiction of the Judicial Qualifications Commission.

Public Service Commission (PSC) members and employees, as well as members of the PSC Nominating Council, are subject to additional ethics standards that are enforced by the Commission on Ethics under Chapter 350, Florida Statutes. Further, members of the governing boards of charter schools are subject to some of the provisions of the Code of Ethics [Sec. 1002.33(26), Fla. Stat.], as are the officers, directors, chief executive officers and some employees of business entities that serve as the chief administrative or executive officer or employee of a political subdivision. [Sec. 112.3136, Fla. Stat.].

A. PROHIBITED ACTIONS OR CONDUCT

1. *Solicitation and Acceptance of Gifts*

Public officers, employees, local government attorneys, and candidates are prohibited from soliciting or accepting anything of value, such as a gift, loan, reward, promise of future employment, favor, or service, that is based on an understanding that their vote, official action, or judgment would be influenced by such gift. [Sec. 112.313(2), Fla. Stat.]

Persons required to file financial disclosure FORM 1 or FORM 6 (see Part III F of this brochure), and state procurement employees, are prohibited from **soliciting** any gift from a political committee, lobbyist who has lobbied the official or his or her agency within the past 12 months, or the partner, firm, employer, or principal of such a lobbyist or from a vendor doing business with the official's agency. [Sec. 112.3148, Fla. Stat.]

Persons required to file FORM 1 or FORM 6, and state procurement employees are prohibited from directly or indirectly **accepting** a gift worth more than \$100 from such a lobbyist, from a partner, firm, employer, or principal of the lobbyist, or from a political committee or vendor doing business with their agency. [Sec. 112.3148, Fla. Stat.]

However, notwithstanding Sec. 112.3148, Fla. Stat., no Executive Branch lobbyist or principal shall make, directly or indirectly, and no Executive Branch agency official who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, **any expenditure** made for the purpose of lobbying. [Sec. 112.3215, Fla. Stat.] Typically, this would include gifts valued at less than \$100 that formerly were permitted under Section 112.3148, Fla. Stat. Similar rules apply to members and employees of the Legislature. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.]

Also, persons required to file Form 1 or Form 6, and state procurement employees and members of their immediate families, are prohibited from accepting any gift from a political committee. [Sec. 112.31485, Fla. Stat.]

2. *Unauthorized Compensation*

Public officers or employees, local government attorneys, and their spouses and minor children are prohibited from accepting any compensation, payment, or thing of value when they know, or with the exercise of reasonable care should know, that it is given to influence a vote or other official action. [Sec. 112.313(4), Fla. Stat.]

3. *Misuse of Public Position*

Public officers and employees, and local government attorneys are prohibited from corruptly using or attempting to use their official positions or the resources thereof to obtain a special privilege or benefit for themselves or others. [Sec. 112.313(6), Fla. Stat.]

4. *Abuse of Public Position*

Public officers and employees are prohibited from abusing their public positions in order to obtain a disproportionate benefit for themselves or certain others. [Article II, Section 8(h), Florida Constitution.]

5. *Disclosure or Use of Certain Information*

Public officers and employees and local government attorneys are prohibited from disclosing or using information not available to the public and obtained by reason of their public position, for the personal benefit of themselves or others. [Sec. 112.313(8), Fla. Stat.]

6. *Solicitation or Acceptance of Honoraria*

Persons required to file financial disclosure FORM 1 or FORM 6 (see Part III F of this brochure), and state procurement employees, are prohibited from **soliciting** honoraria related to their public offices or duties. [Sec. 112.3149, Fla. Stat.]

Persons required to file FORM 1 or FORM 6, and state procurement employees, are prohibited from knowingly **accepting** an honorarium from a political committee, lobbyist who has lobbied the person's agency within the past 12 months, or the partner, firm, employer, or principal of such a lobbyist, or from a vendor doing business with the official's agency. However, they may accept the payment of expenses related to an honorarium event from such individuals or entities, provided that the expenses are disclosed. See Part III F of this brochure. [Sec. 112.3149, Fla. Stat.]

Lobbyists and their partners, firms, employers, and principals, as well as political committees and vendors, are prohibited from **giving** an honorarium to persons required to file FORM 1 or FORM 6 and to state procurement employees. Violations of this law may result in fines of up to \$5,000 and prohibitions against lobbying for up to two years. [Sec. 112.3149, Fla. Stat.]

However, notwithstanding Sec. 112.3149, Fla. Stat., no Executive Branch or legislative lobbyist or principal shall make, directly or indirectly, and no Executive Branch agency official who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, **any expenditure** made for the purpose of lobbying. [Sec. 112.3215, Fla. Stat.] This may include honorarium event related expenses that formerly were permitted under Sec. 112.3149, Fla. Stat. Similar rules apply to members and employees of the Legislature. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.]

B. PROHIBITED EMPLOYMENT AND BUSINESS RELATIONSHIPS

1. *Doing Business With One's Agency*

(a) A public employee acting as a purchasing agent, or public officer acting in an official capacity, is prohibited from purchasing, renting, or leasing any realty, goods, or services for his or her agency from a business entity in which the officer or employee or his or her spouse or child owns more than a 5% interest. [Sec. 112.313(3), Fla. Stat.]

(b) A public officer or employee, acting in a private capacity, also is prohibited from renting, leasing, or selling any realty, goods, or services to his or her own agency if the officer or employee is a state officer or employee, or, if he or she is an officer or employee of a political subdivision, to that subdivision or any of its agencies. [Sec. 112.313(3), Fla. Stat.]

2. *Conflicting Employment or Contractual Relationship*

(a) A public officer or employee is prohibited from holding any employment or contract with any business entity or agency regulated by or doing business with his or her public agency. [Sec. 112.313(7), Fla. Stat.]

(b) A public officer or employee also is prohibited from holding any employment or having a contractual relationship which will pose a frequently recurring conflict between the official's private interests and public duties or which will impede the full and faithful discharge of the official's public duties. [Sec. 112.313(7), Fla. Stat.]

(c) Limited exceptions to this prohibition have been created in the law for legislative bodies, certain special tax districts, drainage districts, and persons whose professions or occupations qualify them to hold their public positions. [Sec. 112.313(7)(a) and (b), Fla. Stat.]

3. Exemptions—Pursuant to Sec. 112.313(12), Fla. Stat., the prohibitions against doing business with one's agency and having conflicting employment may not apply:

(a) When the business is rotated among all qualified suppliers in a city or county.

(b) When the business is awarded by sealed, competitive bidding and neither the official nor his or her spouse or child have attempted to persuade agency personnel to enter the contract.

NOTE: Disclosure of the interest of the official, spouse, or child and the nature of the business must be filed prior to or at the time of submission of the bid on Commission FORM 3A with the Commission on Ethics or Supervisor of Elections, depending on whether the official serves at the state or local level.

(c) When the purchase or sale is for legal advertising, utilities service, or for passage on a common carrier.

(d) When an emergency purchase must be made to protect the public health, safety, or welfare.

(e) When the business entity is the only source of supply within the political subdivision and there is full disclosure of the official's interest to the governing body on Commission FORM 4A.

(f) When the aggregate of any such transactions does not exceed \$500 in a calendar year.

(g) When the business transacted is the deposit of agency funds in a bank of which a county, city, or district official is an officer, director, or stockholder, so long as agency records show that the governing body has determined that the member did not favor his or her bank over other qualified banks.

(h) When the prohibitions are waived in the case of ADVISORY BOARD MEMBERS by the appointing person or by a two-thirds vote of the appointing body (after disclosure on Commission FORM 4A).

(i) When the public officer or employee purchases in a private capacity goods or services, at a price and upon terms available to similarly situated members of the general public, from a business entity which is doing business with his or her agency.

(j) When the public officer or employee in a private capacity purchases goods or services from a business entity which is subject to the regulation of his or her agency where the price and terms of the transaction are available to similarly situated members of the general public and the officer or employee makes full disclosure of the relationship to the agency head or governing body prior to the transaction.

4. *Additional Exemptions*

No elected public officer is in violation of the conflicting employment prohibition when employed by a tax exempt organization contracting with his or her agency so long as the officer is not directly or indirectly compensated as a result of the contract, does not participate in any way in the decision to enter into the contract, abstains from voting on any matter involving the employer, and makes certain disclosures. [Sec. 112.313(15), Fla. Stat.]

5. *Legislators Lobbying State Agencies*

A member of the Legislature is prohibited from representing another person or entity for compensation during his or her term of office before any state agency other than judicial tribunals. [Art. II, Sec. 8(e), Fla. Const., and Sec. 112.313(9), Fla. Stat.]

6. *Additional Lobbying Restrictions for Certain Public Officers and Employees*

A statewide elected officer; a member of the legislature; a county commissioner; a county officer pursuant to Article VIII or county charter; a school board member; a superintendent of schools; an elected municipal officer; an elected special district officer in a special district with ad valorem taxing authority; or a person serving as a secretary, an executive director, or other agency head of a department of the executive branch of state government shall not lobby for compensation on issues of policy, appropriations, or procurement before the federal government, the legislature, any state government body or agency, or any political subdivision of this state, during his or her term of office. [Art. II Sec 8(f)(2), Fla. Const. and Sec. 112.3121, Fla. Stat.]

7. *Employees Holding Office*

A public employee is prohibited from being a member of the governing body which serves as his or her employer. [Sec. 112.313(10), Fla. Stat.]

8. *Professional and Occupational Licensing Board Members*

An officer, director, or administrator of a state, county, or regional professional or occupational organization or association, while holding such position, may not serve as a member of a state examining or licensing board for the profession or occupation. [Sec. 112.313(11), Fla. Stat.]

9. *Contractual Services: Prohibited Employment*

A state employee of the executive or judicial branch who participates in the decision-making process involving a purchase request, who influences the content of any specification or procurement standard, or who renders advice, investigation, or auditing, regarding his or her agency's contract for services, is prohibited from being employed with a person holding such a contract with his or her agency. [Sec. 112.3185(2), Fla. Stat.]

10. *Local Government Attorneys*

Local government attorneys, such as the city attorney or county attorney, and their law firms are prohibited from representing private individuals and entities before the unit of local government which they serve. A local government attorney cannot recommend or otherwise refer to his or her firm legal work involving the local government unit unless the attorney's contract authorizes or mandates the use of that firm. [Sec. 112.313(16), Fla. Stat.]

11. *Dual Public Employment*

Candidates and elected officers are prohibited from accepting public employment if they know or should know it is being offered for the purpose of influence. Further, public employment may not be accepted unless the position was already in existence or was created without the

anticipation of the official's interest, was publicly advertised, and the officer had to meet the same qualifications and go through the same hiring process as other applicants. For elected public officers already holding public employment, no promotion given for the purpose of influence may be accepted, nor may promotions that are inconsistent with those given other similarly situated employees. [Sec. 112.3125, Fla. Stat.]

C. RESTRICTIONS ON APPOINTING, EMPLOYING, AND CONTRACTING WITH RELATIVES

1. *Anti-Nepotism Law*

A public official is prohibited from seeking for a relative any appointment, employment, promotion, or advancement in the agency in which he or she is serving or over which the official exercises jurisdiction or control. No person may be appointed, employed, promoted, or advanced in or to a position in an agency if such action has been advocated by a related public official who is serving in or exercising jurisdiction or control over the agency; this includes relatives of members of collegial government bodies. NOTE: This prohibition does not apply to school districts (except as provided in Sec. 1012.23, Fla. Stat.), community colleges and state universities, or to appointments of boards, other than those with land-planning or zoning responsibilities, in municipalities of fewer than 35,000 residents. Also, the approval of budgets does not constitute "jurisdiction or control" for the purposes of this prohibition. This provision does not apply to volunteer emergency medical, firefighting, or police service providers. [Sec. 112.3135, Fla. Stat.]

2. *Additional Restrictions*

A state employee of the executive or judicial branch or the PSC is prohibited from directly or indirectly procuring contractual services for his or her agency from a business entity of which a relative is an officer, partner, director, or proprietor, or in which the employee, or his or her spouse, or children own more than a 5% interest. [Sec. 112.3185(6), Fla. Stat.]

D. POST OFFICE HOLDING AND EMPLOYMENT (REVOLVING DOOR) RESTRICTIONS

1. *Lobbying by Former Legislators, Statewide Elected Officers, and Appointed State Officers*

A member of the Legislature or a statewide elected or appointed state official is prohibited for two years following vacation of office from representing another person or entity for compensation before the government body or agency of which the individual was an officer or member. Former members of the Legislature are also prohibited for two years from lobbying the executive branch. [Art. II, Sec. 8(e), Fla. Const. and Sec. 112.313(9), Fla. Stat.]

2. *Lobbying by Former State Employees*

Certain employees of the executive and legislative branches of state government are prohibited from personally representing another person or entity for compensation before the agency with which they were employed for a period of two years after leaving their positions, unless employed by another agency of state government. [Sec. 112.313(9), Fla. Stat.] These employees include the following:

(a) Executive and legislative branch employees serving in the Senior Management Service and Selected Exempt Service, as well as any person employed by the Department of the Lottery having authority over policy or procurement.

(b) Persons serving in the following position classifications: the Auditor General; the director of the Office of Program Policy Analysis and Government Accountability (OPPAGA); the Sergeant at Arms and Secretary of the Senate; the Sergeant at Arms and Clerk of the House of Representatives; the executive director and deputy executive director of the Commission on Ethics; an executive director, staff director, or deputy staff director of each joint committee, standing committee, or select committee of the Legislature; an executive director, staff director, executive assistant, legislative analyst, or attorney serving in the Office of the President of the Senate, the Office of the Speaker of the House of Representatives, the Senate Majority Party Office, the Senate Minority Party Office, the House Majority Party Office, or the House Minority Party Office; the Chancellor and Vice-Chancellors of the State University System; the general counsel to the Board of Regents; the

president, vice presidents, and deans of each state university; any person hired on a contractual basis and having the power normally conferred upon such persons, by whatever title; and any person having the power normally conferred upon the above positions.

This prohibition does not apply to a person who was employed by the Legislature or other agency prior to July 1, 1989; who was a defined employee of the State University System or the Public Service Commission who held such employment on December 31, 1994; or who reached normal retirement age and retired by July 1, 1991. It does apply to OPS employees.

PENALTIES: Persons found in violation of this section are subject to the penalties contained in the Code (see PENALTIES, Part V) as well as a civil penalty in an amount equal to the compensation which the person received for the prohibited conduct. [Sec. 112.313(9)(a)5, Fla. Stat.]

3. *6-Year Lobbying Ban*

For a period of six years after vacation of public position occurring on or after December 31, 2022, a statewide elected officer or member of the legislature shall not lobby for compensation on issues of policy, appropriations, or procurement before the legislature or any state government body or agency. [Art. II Sec 8(f)(3)a., Fla. Const. and Sec. 112.3121, Fla. Stat.]

For a period of six years after vacation of public position occurring on or after December 31, 2022, a person serving as a secretary, an executive director, or other agency head of a department of the executive branch of state government shall not lobby for compensation on issues of policy, appropriations, or procurement before the legislature, the governor, the executive office of the governor, members of the cabinet, a department that is headed by a member of the cabinet, or his or her former department. [Art. II Sec 8(f)(3)b., Fla. Const. and Sec. 112.3121, Fla. Stat.]

For a period of six years after vacation of public position occurring on or after December 31, 2022, a county commissioner, a county officer pursuant to Article VIII or county charter, a school board member, a superintendent of schools, an elected municipal officer, or an elected special district officer in a special district with ad valorem taxing authority shall not lobby for compensation on issues

of policy, appropriations, or procurement before his or her former agency or governing body. [Art. II Sec 8(f)(3)c., Fla. Const. and Sec. 112.3121, Fla. Stat.]

4. *Additional Restrictions on Former State Employees*

A former executive or judicial branch employee or PSC employee is prohibited from having employment or a contractual relationship, at any time after retirement or termination of employment, with any business entity (other than a public agency) in connection with a contract in which the employee participated personally and substantially by recommendation or decision while a public employee. [Sec. 112.3185(3), Fla. Stat.]

A former executive or judicial branch employee or PSC employee who has retired or terminated employment is prohibited from having any employment or contractual relationship for two years with any business entity (other than a public agency) in connection with a contract for services which was within his or her responsibility while serving as a state employee. [Sec. 112.3185(4), Fla. Stat.]

Unless waived by the agency head, a former executive or judicial branch employee or PSC employee may not be paid more for contractual services provided by him or her to the former agency during the first year after leaving the agency than his or her annual salary before leaving. [Sec. 112.3185(5), Fla. Stat.]

These prohibitions do not apply to PSC employees who were so employed on or before Dec. 31, 1994.

5. *Lobbying by Former Local Government Officers and Employees*

A person elected to county, municipal, school district, or special district office is prohibited from representing another person or entity for compensation before the government body or agency of which he or she was an officer for two years after leaving office. Appointed officers and employees of counties, municipalities, school districts, and special districts may be subject to a similar restriction by local ordinance or resolution. [Sec. 112.313(13) and (14), Fla. Stat.]

E. VOTING CONFLICTS OF INTEREST

State public officers are prohibited from voting in an official capacity on any measure which they know would inure to their own special private gain or loss. A state public officer who abstains, or who votes on a measure which the officer knows would inure to the special private gain or loss of any principal by whom he or she is retained, of the parent organization or subsidiary or sibling of a corporate principal by which he or she is retained, of a relative, or of a business associate, must make every reasonable effort to file a memorandum of voting conflict with the recording secretary in advance of the vote. If that is not possible, it must be filed within 15 days after the vote occurs. The memorandum must disclose the nature of the officer's interest in the matter.

No county, municipal, or other local public officer shall vote in an official capacity upon any measure which would inure to his or her special private gain or loss, or which the officer knows would inure to the special private gain or loss of any principal by whom he or she is retained, of the parent organization or subsidiary or sibling of a corporate principal by which he or she is retained, of a relative, or of a business associate. The officer must publicly announce the nature of his or her interest before the vote and must file a memorandum of voting conflict on Commission Form 8B with the meeting's recording officer within 15 days after the vote occurs disclosing the nature of his or her interest in the matter. However, members of community redevelopment agencies and district officers elected on a one-acre, one-vote basis are not required to abstain when voting in that capacity.

No appointed state or local officer shall participate in any matter which would inure to the officer's special private gain or loss, the special private gain or loss of any principal by whom he or she is retained, of the parent organization or subsidiary or sibling of a corporate principal by which he or she is retained, of a relative, or of a business associate, without first disclosing the nature of his or her interest in the matter. The memorandum of voting conflict (Commission Form 8A or 8B) must be filed with the meeting's recording officer, be provided to the other members of the agency, and be read publicly at the next meeting.

If the conflict is unknown or not disclosed prior to the meeting, the appointed official must orally disclose the conflict at the meeting when the conflict becomes known. Also, a written memorandum of voting conflict must be filed with the meeting's recording officer within 15 days of

the disclosure being made and must be provided to the other members of the agency, with the disclosure being read publicly at the next scheduled meeting. [Sec. 112.3143, Fla. Stat.]

F. DISCLOSURES

Conflicts of interest may occur when public officials are in a position to make decisions that affect their personal financial interests. This is why public officers and employees, as well as candidates who run for public office, are required to publicly disclose their financial interests. The disclosure process serves to remind officials of their obligation to put the public interest above personal considerations. It also helps citizens to monitor the considerations of those who spend their tax dollars and participate in public policy decisions or administration.

All public officials and candidates do not file the same degree of disclosure; nor do they all file at the same time or place. Thus, care must be taken to determine which disclosure forms a particular official or candidate is required to file.

The following forms are described below to set forth the requirements of the various disclosures and the steps for correctly providing the information in a timely manner.

1. *FORM 1 - Limited Financial Disclosure*

Who Must File:

Persons required to file FORM 1 include all state officers, local officers, candidates for local elective office, and specified state employees as defined below (other than those officers who are required by law to file FORM 6).

STATE OFFICERS include:

- 1) Elected public officials not serving in a political subdivision of the state and any person appointed to fill a vacancy in such office, unless required to file full disclosure on Form 6.

- 2) Appointed members of each board, commission, authority, or council having statewide jurisdiction, excluding members of solely advisory bodies; but including judicial nominating commission members; directors of Enterprise Florida, Scripps Florida Funding Corporation, and CareerSource Florida, and members of the Council on the Social Status of Black Men and Boys; the Executive Director, governors, and senior managers of Citizens Property Insurance Corporation; governors and senior managers of Florida Workers' Compensation Joint Underwriting Association, board members of the Northeast Florida Regional Transportation Commission, and members of the board of Triumph Gulf Coast, Inc.; members of the board of Florida is for Veterans, Inc.; and members of the Technology Advisory Council within the Agency for State Technology.
- 3) The Commissioner of Education, members of the State Board of Education, the Board of Governors, local boards of trustees and presidents of state universities, and members of the Florida Prepaid College Board.

LOCAL OFFICERS include:

- 1) Persons elected to office in any political subdivision (such as municipalities, counties, and special districts) and any person appointed to fill a vacancy in such office, unless required to file full disclosure on Form 6.
- 2) Appointed members of the following boards, councils, commissions, authorities, or other bodies of any county, municipality, school district, independent special district, or other political subdivision: the governing body of the subdivision; a community college or junior college district board of trustees; a board having the power to enforce local code provisions; a planning or zoning board, board of adjustments or appeals, community redevelopment agency board, or other board having the power to recommend, create, or modify land planning or zoning within the political subdivision, except for citizen advisory committees, technical coordinating committees, and similar groups who only have the power to make recommendations to planning or zoning boards, except for representatives of a military installation acting on behalf of all military installations within that jurisdiction; a pension board or retirement board empowered to invest pension or retirement funds or to determine entitlement to or amount of a pension or other retirement benefit.

- 3) Any other appointed member of a local government board who is required to file a statement of financial interests by the appointing authority or the enabling legislation, ordinance, or resolution creating the board.
- 4) Persons holding any of these positions in local government: mayor; county or city manager; chief administrative employee or finance director of a county, municipality, or other political subdivision; county or municipal attorney; chief county or municipal building inspector; county or municipal water resources coordinator; county or municipal pollution control director; county or municipal environmental control director; county or municipal administrator with power to grant or deny a land development permit; chief of police; fire chief; municipal clerk; appointed district school superintendent; community college president; district medical examiner; purchasing agent (regardless of title) having the authority to make any purchase exceeding \$35,000 for the local governmental unit.
- 5) Members of governing boards of charter schools operated by a city or other public entity.
- 6) The officers, directors, and chief executive officer of a corporation, partnership, or other business entity that is serving as the chief administrative or executive officer or employee of a political subdivision, and any business entity employee who is acting as the chief administrative or executive officer or employee of the political subdivision. [Sec. 112.3136, Fla. Stat.]

SPECIFIED STATE EMPLOYEE includes:

- 1) Employees in the Office of the Governor or of a Cabinet member who are exempt from the Career Service System, excluding secretarial, clerical, and similar positions.
- 2) The following positions in each state department, commission, board, or council: secretary or state surgeon general, assistant or deputy secretary, executive director, assistant or deputy executive director, and anyone having the power normally conferred upon such persons, regardless of title.

- 3) The following positions in each state department or division: director, assistant or deputy director, bureau chief, assistant bureau chief, and any person having the power normally conferred upon such persons, regardless of title.
- 4) Assistant state attorneys, assistant public defenders, criminal conflict and civil regional counsel, assistant criminal conflict and civil regional counsel, public counsel, full-time state employees serving as counsel or assistant counsel to a state agency, judges of compensation claims, administrative law judges, and hearing officers.
- 5) The superintendent or director of a state mental health institute established for training and research in the mental health field, or any major state institution or facility established for corrections, training, treatment, or rehabilitation.
- 6) State agency business managers, finance and accounting directors, personnel officers, grant coordinators, and purchasing agents (regardless of title) with power to make a purchase exceeding \$35,000.
- 7) The following positions in legislative branch agencies: each employee (other than those employed in maintenance, clerical, secretarial, or similar positions and legislative assistants exempted by the presiding officer of their house); and each employee of the Commission on Ethics.

What Must Be Disclosed:

FORM 1 requirements are set forth fully on the form. In general, this includes the reporting person's sources and types of financial interests, such as the names of employers and addresses of real property holdings. NO DOLLAR VALUES ARE REQUIRED TO BE LISTED. In addition, the form requires the disclosure of certain relationships with, and ownership interests in, specified types of businesses such as banks, savings and loans, insurance companies, and utility companies.

When to File:

CANDIDATES for elected local office must file FORM 1 together with and at the same time they file their qualifying papers.

STATE and LOCAL OFFICERS and SPECIFIED STATE EMPLOYEES are required to file disclosure by July 1 of each year. They also must file within thirty days from the date of appointment or the beginning of employment. Those appointees requiring Senate confirmation must file prior to confirmation.

Where to File:

Each LOCAL OFFICER files FORM 1 with the Commission on Ethics via they on-line site: Electronic Financial Disclosure Management System (“EFDMS”), <https://disclosure.floridaethics.gov/> Account/Login.

A STATE OFFICER or SPECIFIED STATE EMPLOYEE files with the Commission on Ethics. [Sec. 112.3145, Fla. Stat.]

2. *FORM 1F - Final Form 1 Limited Financial Disclosure*

FORM 1F is the disclosure form required to be filed within 60 days after a public officer or employee required to file FORM 1 leaves his or her public position. The form covers the disclosure period between January 1 and the last day of office or employment within that year.

3. *FORM 2 - Quarterly Client Disclosure*

The state officers, local officers, and specified state employees listed above, as well as elected constitutional officers, must file a FORM 2 if they or a partner or associate of their professional firm represent a client for compensation before an agency at their level of government.

A FORM 2 disclosure includes the names of clients represented by the reporting person or by any partner or associate of his or her professional firm for a fee or commission before agencies at the

reporting person's level of government. Such representations do not include appearances in ministerial matters, appearances before judges of compensation claims, or representations on behalf of one's agency in one's official capacity. Nor does the term include the preparation and filing of forms and applications merely for the purpose of obtaining or transferring a license, so long as the issuance of the license does not require a variance, special consideration, or a certificate of public convenience and necessity.

When to File:

This disclosure should be filed quarterly, by the end of the calendar quarter following the calendar quarter during which a reportable representation was made. FORM 2 need not be filed merely to indicate that no reportable representations occurred during the preceding quarter; it should be filed ONLY when reportable representations were made during the quarter.

Where To File:

LOCAL OFFICERS file with the Supervisor of Elections of the county in which they permanently reside.

STATE OFFICERS and SPECIFIED STATE EMPLOYEES file with the Commission on Ethics. [Sec. 112.3145(4), Fla. Stat.]

4. *FORM 6 - Full and Public Disclosure*

Who Must File:

Persons required by law to file FORM 6 include all elected constitutional officers and candidates for such office; the mayor and members of the city council and candidates for these offices in Jacksonville; the Duval County Superintendent of Schools; judges of compensation claims (pursuant to Sec. 440.442, Fla. Stat.); members of the Florida Housing Finance Corporation Board and members of expressway authorities, transportation authorities (except the Jacksonville Transportation

Authority), bridge authority, or toll authorities created pursuant to Ch. 348 or 343, or 349, or other general law.

What Must be Disclosed:

FORM 6 is a detailed disclosure of assets, liabilities, and sources of income over \$1,000 and their values, as well as net worth. Officials may opt to file their most recent income tax return in lieu of listing sources of income but still must disclose their assets, liabilities, and net worth. In addition, the form requires the disclosure of certain relationships with, and ownership interests in, specified types of businesses such as banks, savings and loans, insurance companies, and utility companies.

When and Where To File:

Officials must file FORM 6 annually by July 1 with the Commission on Ethics.

Beginning January 1, 2023, all Form 6 disclosures must be filed electronically through the Commission's electronic filing system. These disclosures will be published and searchable on the Commission's website.

CANDIDATES must register and use the electronic filing system to complete the Form 6, then file the disclosure with the officer before whom they qualify at the time of qualifying. [Art. II, Sec. 8(a) and (i), Fla. Const., and Sec. 112.3144, Fla. Stat.]

5. *FORM 6F - Final Form 6 Full and Public Disclosure*

This is the disclosure form required to be filed within 60 days after a public officer or employee required to file FORM 6 leaves his or her public position. The form covers the disclosure period between January 1 and the last day of office or employment within that year.

6. FORM 9 - *Quarterly Gift Disclosure*

Each person required to file FORM 1 or FORM 6, and each state procurement employee, must file a FORM 9, Quarterly Gift Disclosure, with the Commission on Ethics on the last day of any calendar quarter following the calendar quarter in which he or she received a gift worth more than \$100, other than gifts from relatives, gifts prohibited from being accepted, gifts primarily associated with his or her business or employment, and gifts otherwise required to be disclosed. FORM 9 NEED NOT BE FILED if no such gift was received during the calendar quarter.

Information to be disclosed includes a description of the gift and its value, the name and address of the donor, the date of the gift, and a copy of any receipt for the gift provided by the donor. [Sec. 112.3148, Fla. Stat.]

7. FORM 10 - *Annual Disclosure of Gifts from Government Agencies and Direct-Support Organizations and Honorarium Event Related Expenses*

State government entities, airport authorities, counties, municipalities, school boards, water management districts, and the South Florida Regional Transportation Authority, may give a gift worth more than \$100 to a person required to file FORM 1 or FORM 6, and to state procurement employees, if a public purpose can be shown for the gift. Also, a direct-support organization for a governmental entity may give such a gift to a person who is an officer or employee of that entity. These gifts are to be reported on FORM 10, to be filed by July 1.

The governmental entity or direct-support organization giving the gift must provide the officer or employee with a statement about the gift no later than March 1 of the following year. The officer or employee then must disclose this information by filing a statement by July 1 with his or her annual financial disclosure that describes the gift and lists the donor, the date of the gift, and the value of the total gifts provided during the calendar year. State procurement employees file their statements with the Commission on Ethics. [Sec. 112.3148, Fla. Stat.]

In addition, a person required to file FORM 1 or FORM 6, or a state procurement employee, who receives expenses or payment of expenses related to an honorarium event from someone who

is prohibited from giving him or her an honorarium, must disclose annually the name, address, and affiliation of the donor, the amount of the expenses, the date of the event, a description of the expenses paid or provided, and the total value of the expenses on FORM 10. The donor paying the expenses must provide the officer or employee with a statement about the expenses within 60 days of the honorarium event.

The disclosure must be filed by July 1, for expenses received during the previous calendar year, with the officer's or employee's FORM 1 or FORM 6. State procurement employees file their statements with the Commission on Ethics. [Sec. 112.3149, Fla. Stat.]

However, notwithstanding Sec. 112.3149, Fla. Stat., no executive branch or legislative lobbyist or principal shall make, directly or indirectly, and no executive branch agency official or employee who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, **any expenditure** made for the purpose of lobbying. This may include gifts or honorarium event related expenses that formerly were permitted under Sections 112.3148 and 112.3149. [Sec. 112.3215, Fla. Stat.] Similar prohibitions apply to legislative officials and employees. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.] In addition, gifts, which include anything not primarily related to political activities authorized under ch. 106, are prohibited from political committees. [Sec. 112.31485 Fla. Stat.]

8. FORM 30 - Donor's Quarterly Gift Disclosure

As mentioned above, the following persons and entities generally are prohibited from giving a gift worth more than \$100 to a reporting individual (a person required to file FORM 1 or FORM 6) or to a state procurement employee: a political committee; a lobbyist who lobbies the reporting individual's or procurement employee's agency, and the partner, firm, employer, or principal of such a lobbyist; and vendors. If such person or entity makes a gift worth between \$25 and \$100 to a reporting individual or state procurement employee (that is not accepted in behalf of a governmental entity or charitable organization), the gift should be reported on FORM 30. The donor also must notify the recipient at the time the gift is made that it will be reported.

The FORM 30 should be filed by the last day of the calendar quarter following the calendar quarter in which the gift was made. If the gift was made to an individual in the legislative branch, FORM 30 should be filed with the Lobbyist Registrar. [See page 35 for address.] If the gift was to any other reporting individual or state procurement employee, FORM 30 should be filed with the Commission on Ethics.

However, notwithstanding Section 112.3148, Fla. Stat., no executive branch lobbyist or principal shall make, directly or indirectly, and no executive branch agency official or employee who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, **any expenditure** made for the purpose of lobbying. This may include gifts that formerly were permitted under Section 112.3148. [Sec. 112.3215, Fla. Stat.] Similar prohibitions apply to legislative officials and employees. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.] In addition, gifts from political committees are prohibited. [Sec. 112.31485, Fla. Stat.]

9. FORM 1X AND FORM 6X - Amendments to Form 1 and Form 6

These forms are provided for officers or employees to amend their previously filed Form 1 or Form 6.

IV. AVAILABILITY OF FORMS

LOCAL OFFICERS and EMPLOYEES who must file FORM 1 annually will be sent the form by email from the Commission on Ethics not later than JUNE 1 of each year. Newly elected and appointed officials or employees should contact the heads of their agencies for copies of the form or download it from www.ethics.state.fl.us, as should those persons who are required to file their final disclosure statements within 60 days of leaving office or employment. The Form 1 will be filed electronically with the Florida Commission on Ethics via the Electronic Financial Disclosure Management System (EFDMS), beginning in 2023.

Beginning January 1, 2023, ELECTED CONSTITUTIONAL OFFICERS and other officials who must file Form 6 annually must file electronically via the Commission's Electronic Financial Disclosure Management System (EFDMS). Paper forms will not be promulgated. Communications regarding the

annual filing requirement will be sent via email to filers no later than June 1. Filers must maintain an updated email address in their User Profile in EFDMS.

OTHER STATE OFFICERS, and SPECIFIED STATE EMPLOYEES who must file Form 1 annually will be sent the forms by mail from the Florida Commission on Ethics by June 1, 2023. Newly elected and appointed officers and employees should contact the head of their agencies for copies of the form or download the form from www.ethics.state.fl.us, as should those persons who are required to file their final financial disclosure statement within 60 days of leaving office or employment.

V. PENALTIES

A. Non-criminal Penalties for Violation of the Sunshine Amendment and the Code of Ethics

There are no criminal penalties for violation of the Sunshine Amendment and the Code of Ethics. Penalties for violation of these laws may include: impeachment, removal from office or employment, suspension, public censure, reprimand, demotion, reduction in salary level, forfeiture of no more than one-third salary per month for no more than twelve months, a civil penalty not to exceed \$10,000, and restitution of any pecuniary benefits received, and triple the value of a gift from a political committee.

B. Penalties for Candidates

CANDIDATES for public office who are found in violation of the Sunshine Amendment or the Code of Ethics may be subject to one or more of the following penalties: disqualification from being on the ballot, public censure, reprimand, or a civil penalty not to exceed \$10,000, and triple the value of a gift received from a political committee.

C. Penalties for Former Officers and Employees

FORMER PUBLIC OFFICERS or EMPLOYEES who are found in violation of a provision applicable to former officers or employees or whose violation occurred prior to such officer's or employee's

leaving public office or employment may be subject to one or more of the following penalties: public censure and reprimand, a civil penalty not to exceed \$10,000, and restitution of any pecuniary benefits received, and triple the value of a gift received from a political committee.

D. Penalties for Lobbyists and Others

An executive branch lobbyist who has failed to comply with the Executive Branch Lobbying Registration law (see Part VIII) may be fined up to \$5,000, reprimanded, censured, or prohibited from lobbying executive branch agencies for up to two years. Lobbyists, their employers, principals, partners, and firms, and political committees and committeees of continuous existence who give a prohibited gift or honorarium or fail to comply with the gift reporting requirements for gifts worth between \$25 and \$100, may be penalized by a fine of not more than \$5,000 and a prohibition on lobbying, or employing a lobbyist to lobby, before the agency of the public officer or employee to whom the gift was given for up to two years. Any agent or person acting on behalf of a political committee giving a prohibited gift is personally liable for a civil penalty of up to triple the value of the gift.

Executive Branch lobbying firms that fail to timely file their quarterly compensation reports may be fined \$50 per day per report for each day the report is late, up to a maximum fine of \$5,000 per report.

E. Felony Convictions: Forfeiture of Retirement Benefits

Public officers and employees are subject to forfeiture of all rights and benefits under the retirement system to which they belong if convicted of certain offenses. The offenses include embezzlement or theft of public funds; bribery; felonies specified in Chapter 838, Florida Statutes; impeachable offenses; and felonies committed with intent to defraud the public or their public agency. [Sec. 112.3173, Fla. Stat.]

F. Automatic Penalties for Failure to File Annual Disclosure

Public officers and employees required to file either Form 1 or Form 6 annual financial disclosure are subject to automatic fines of \$25 for each day late the form is filed after September 1, up to a maximum penalty of \$1,500. [Sec. 112.3144 and 112.3145, Fla. Stat.]

VI. ADVISORY OPINIONS

Conflicts of interest may be avoided by greater awareness of the ethics laws on the part of public officials and employees through advisory assistance from the Commission on Ethics.

A. Who Can Request an Opinion

Any public officer, candidate for public office, or public employee in Florida who is in doubt about the applicability of the standards of conduct or disclosure laws to himself or herself, or anyone who has the power to hire or terminate another public employee, may seek an advisory opinion from the Commission about himself or herself or that employee.

B. How to Request an Opinion

Opinions may be requested by letter presenting a question based on a real situation and including a detailed description of the situation. Opinions are issued by the Commission and are binding on the conduct of the person who is the subject of the opinion, unless material facts were omitted or misstated in the request for the opinion. Published opinions will not bear the name of the persons involved unless they consent to the use of their names; however, the request and all information pertaining to it is a public record, made available to the Commission and to members of the public in advance of the Commission's consideration of the question.

C. How to Obtain Published Opinions

All of the Commission's opinions are available for viewing or download at its website: www.ethics.state.fl.us.

VII. COMPLAINTS

A. Citizen Involvement

The Commission on Ethics cannot conduct investigations of alleged violations of the Sunshine Amendment or the Code of Ethics unless a person files a sworn complaint with the Commission alleging such violation has occurred, or a referral is received, as discussed below.

If you have knowledge that a person in government has violated the standards of conduct or disclosure laws described above, you may report these violations to the Commission by filing a sworn complaint on the form prescribed by the Commission and available for download at www.ethics.state.fl.us. The Commission is unable to take action based on learning of such misdeeds through newspaper reports, telephone calls, or letters.

You can download a complaint form (FORM 50) from the Commission's website: www.ethics.state.fl.us, or contact the Commission office at the address or phone number shown on the inside front cover of this booklet.

B. Referrals

The Commission may accept referrals from: the Governor, the Florida Department of Law Enforcement, a State Attorney, or a U.S. Attorney. A vote of six of the Commission's nine members is required to proceed on such a referral.

C. Confidentiality

The complaint or referral, as well as all proceedings and records relating thereto, is confidential until the accused requests that such records be made public or until the matter reaches a stage in the Commission's proceedings where it becomes public. This means that unless the Commission receives a written waiver of confidentiality from the accused, the Commission is not free to release any documents or to comment on a complaint or referral to members of the public or press, so long as the complaint or referral remains in a confidential stage.

A COMPLAINT OR REFERRAL MAY NOT BE FILED WITH RESPECT TO A CANDIDATE ON THE DAY OF THE ELECTION, OR WITHIN THE 30 CALENDAR DAYS PRECEDING THE ELECTION DATE, UNLESS IT IS BASED ON PERSONAL INFORMATION OR INFORMATION OTHER THAN HEARSAY.

D. How the Complaint Process Works

Complaints which allege a matter within the Commission's jurisdiction are assigned a tracking number and Commission staff forwards a copy of the original sworn complaint to the accused within five working days of its receipt. Any subsequent sworn amendments to the complaint also are transmitted within five working days of their receipt.

Once a complaint is filed, it goes through three procedural stages under the Commission's rules. The first stage is a determination of whether the allegations of the complaint are legally sufficient: that is, whether they indicate a possible violation of any law over which the Commission has jurisdiction. If the complaint is found not to be legally sufficient, the Commission will order that the complaint be dismissed without investigation, and all records relating to the complaint will become public at that time.

In cases of very minor financial disclosure violations, the official will be allowed an opportunity to correct or amend his or her disclosure form. Otherwise, if the complaint is found to be legally sufficient, a preliminary investigation will be undertaken by the investigative staff of the Commission. The second stage of the Commission's proceedings involves this preliminary investigation and a decision by the Commission as to whether there is probable cause to believe that there has been a violation of any of the ethics laws. If the Commission finds no probable cause to believe there has been a violation of the ethics laws, the complaint will be dismissed and will become a matter of public record. If the Commission finds probable cause to believe there has been a violation of the ethics laws, the complaint becomes public and usually enters the third stage of proceedings. This stage requires the Commission to decide whether the law was actually violated and, if so, whether a penalty should be recommended. At this stage, the accused has the right to request a public hearing (trial) at which evidence is presented, or the Commission may order that such a hearing be held. Public hearings usually are held in or near the area where the alleged violation occurred.

When the Commission concludes that a violation has been committed, it issues a public report of its findings and may recommend one or more penalties to the appropriate disciplinary body or official.

When the Commission determines that a person has filed a complaint with knowledge that the complaint contains one or more false allegations or with reckless disregard for whether the complaint contains false allegations, the complainant will be liable for costs plus reasonable attorney's fees incurred by the person complained against. The Department of Legal Affairs may bring a civil action to recover such fees and costs, if they are not paid voluntarily within 30 days.

E. Dismissal of Complaints At Any Stage of Disposition

The Commission may, at its discretion, dismiss any complaint at any stage of disposition should it determine that the public interest would not be served by proceeding further, in which case the Commission will issue a public report stating with particularity its reasons for the dismissal. [Sec. 112.324(12), Fla. Stat.]

F. Statute of Limitations

All sworn complaints alleging a violation of the Sunshine Amendment or the Code of Ethics must be filed with the Commission within five years of the alleged violation or other breach of the public trust. Time starts to run on the day AFTER the violation or breach of public trust is committed. The statute of limitations is tolled on the day a sworn complaint is filed with the Commission. If a complaint is filed and the statute of limitations has run, the complaint will be dismissed. [Sec. 112.3231, Fla. Stat.]

VIII. EXECUTIVE BRANCH LOBBYING

Any person who, for compensation and on behalf of another, lobbies an agency of the executive branch of state government with respect to a decision in the area of policy or procurement may be required to register as an executive branch lobbyist. Registration is required before lobbying an agency and is renewable annually. In addition, each lobbying firm must file a compensation report

with the Commission for each calendar quarter during any portion of which one or more of the firm's lobbyists were registered to represent a principal. As noted above, no executive branch lobbyist or principal can make, directly or indirectly, and no executive branch agency official or employee who files FORM 1 or FORM 6 can knowingly accept, directly or indirectly, **any expenditure** made for the purpose of lobbying. [Sec. 112.3215, Fla. Stat.]

Paying an executive branch lobbyist a contingency fee based upon the outcome of any specific executive branch action, and receiving such a fee, is prohibited. A violation of this prohibition is a first degree misdemeanor, and the amount received is subject to forfeiture. This does not prohibit sales people from receiving a commission. [Sec. 112.3217, Fla. Stat.]

Executive branch departments, state universities, community colleges, and water management districts are prohibited from using public funds to retain an executive branch (or legislative branch) lobbyist, although these agencies may use full-time employees as lobbyists. [Sec. 11.062, Fla. Stat.]

Online registration and filing is available at www.floridalobbyist.gov. Additional information about the executive branch lobbyist registration system may be obtained by contacting the Lobbyist Registrar at the following address:

Executive Branch Lobbyist Registration
Room G-68, Claude Pepper Building
111 W. Madison Street
Tallahassee, FL 32399-1425
Phone: 850/922-4987

IX. WHISTLE-BLOWER'S ACT

In 1986, the Legislature enacted a "Whistle-blower's Act" to protect employees of agencies and government contractors from adverse personnel actions in retaliation for disclosing information in a sworn complaint alleging certain types of improper activities. Since then, the Legislature has revised this law to afford greater protection to these employees.

While this language is contained within the Code of Ethics, the Commission has no jurisdiction or authority to proceed against persons who violate this Act. Therefore, a person who has disclosed information alleging improper conduct governed by this law and who may suffer adverse consequences as a result should contact one or more of the following: the Office of the Chief Inspector General in the Executive Office of the Governor; the Department of Legal Affairs; the Florida Commission on Human Relations; or a private attorney. [Sec. 112.3187 - 112.31895, Fla. Stat.]

X. ADDITIONAL INFORMATION

As mentioned above, we suggest that you review the language used in each law for a more detailed understanding of Florida's ethics laws. The "Sunshine Amendment" is Article II, Section 8, of the Florida Constitution. The Code of Ethics for Public Officers and Employees is contained in Part III of Chapter 112, Florida Statutes.

Additional information about the Commission's functions and interpretations of these laws may be found in Chapter 34 of the Florida Administrative Code, where the Commission's rules are published, and in The Florida Administrative Law Reports, which until 2005 published many of the Commission's final orders. The Commission's rules, orders, and opinions also are available at www.ethics.state.fl.us.

If you are a public officer or employee concerned about your obligations under these laws, the staff of the Commission will be happy to respond to oral and written inquiries by providing information about the law, the Commission's interpretations of the law, and the Commission's procedures.

XI. TRAINING

Constitutional officers, elected municipal officers, and commissioners of community redevelopment agencies (CRAs) are required to receive a total of four hours training, per calendar year, in the area of ethics, public records, and open meetings. The Commission on Ethics does not

track compliance or certify providers. Officials indicate their compliance with the training requirement when they file their annual Form 1 or Form 6.

Visit the training page on the Commission's website for up-to-date rules, opinions, audio/video training, and opportunities for live training conducted by Commission staff.

General Information

Name: DISCLOSURE FILER
Address: SAMPLE ADDRESS
County: SAMPLE COUNTY

PID SAMPLE

AGENCY INFORMATION

Organization	Suborganization	Title
SAMPLE	SAMPLE	SAMPLE

Disclosure Period

THIS STATEMENT REFLECTS YOUR FINANCIAL INTERESTS FOR CALENDAR YEAR ENDING DECEMBER 31, 2023.

Primary Sources of Income

PRIMARY SOURCE OF INCOME (Over \$2,500) (Major sources of income to the reporting person)
(If you have nothing to report, write "none" or "n/a")

Name of Source of Income	Source's Address	Description of the Source's Principal Business Activity

2023 Form 1 - Statement of Financial Interests

Secondary Sources of Income

SECONDARY SOURCES OF INCOME (Major customers, clients, and other sources of income to businesses owned by the reporting person) (If you have nothing to report, write "none" or "n/a")

Name of Business Entity	Name of Major Sources of Business' Income	Address of Source	Principal Business Activity of Source

Real Property

REAL PROPERTY (Land, buildings owned by the reporting person)
(If you have nothing to report, write "none" or "n/a")

Location/Description

Intangible Personal Property

INTANGIBLE PERSONAL PROPERTY (Stocks, bonds, certificates of deposit, etc. over \$10,000)
(If you have nothing to report, write "none" or "n/a")

Type of Intangible	Business Entity to Which the Property Relates

2023 Form 1 - Statement of Financial Interests

Liabilities

LIABILITIES (Major debts valued over \$10,000):
(If you have nothing to report, write "none" or "n/a")

Name of Creditor	Address of Creditor

Interests in Specified Businesses

INTERESTS IN SPECIFIED BUSINESSES (Ownership or positions in certain types of businesses)
(If you have nothing to report, write "none" or "n/a")

Business Entity # 1

Training

Based on the office or position you hold, the certification of training required under Section 112.3142, F.S., is not applicable to you for this form year.

Signature of Filer

Digitally signed:

Filed with COE:

E-FILING SAMPLE

2023 Form 1 Instructions Statement of Financial Interests

Notice

The annual Statement of Financial Interest is due July 1, 2024. If the annual form is not submitted via the electronic filing system created and maintained by the Commission September 3, 2024, an automatic fine of \$25 for each day late will be imposed, up to a maximum penalty of \$1,500. Failure to file also can result in removal from public office or employment. [s. 112.3145, F.S.]

In addition, failure to make any required disclosure constitutes grounds for and may be punished by one or more of the following: disqualification from being on the ballot, impeachment, removal or suspension from office or employment, demotion, reduction in salary, reprimand, or a civil penalty not exceeding \$10,000. [s. 112.317, F.S.]

When To File:

Initially, each local officer/employee, state officer, and specified state employee must file within 30 days of the date of his or her appointment or of the beginning of employment. Appointees who must be confirmed by the Senate must file prior to confirmation, even if that is less than 30 days from the date of their appointment.

Candidates must file at the same time they file their qualifying papers.

Thereafter, file by July 1 following each calendar year in which they hold their positions.

Finally, file a final disclosure form (Form 1F) within 60 days of leaving office or employment. Filing a CE Form 1F (Final Statement of Financial Interests) does not relieve the filer of filing a CE Form 1 if the filer was in his or her position on December 31, 2023.

Who Must File Form 1

1. Elected public officials not serving in a political subdivision of the state and any person appointed to fill a vacancy in such office, unless required to file full disclosure on Form 6.
2. Appointed members of each board, commission, authority, or council having statewide jurisdiction, excluding those required to file full disclosure on Form 6 as well as members of solely advisory bodies, but including judicial nominating commission members; Directors of Enterprise Florida, Scripps Florida Funding Corporation, and Career Source Florida; and members of the Council on the Social Status of Black Men and Boys; the Executive Director, Governors, and senior managers of Citizens Property Insurance Corporation; Governors and senior managers of Florida Workers' Compensation Joint Underwriting Association; board members of the Northeast Fla. Regional Transportation Commission; board members of Triumph Gulf Coast, Inc; board members of Florida Is For Veterans, Inc.; and members of the Technology Advisory Council within the Agency for State Technology.
3. The Commissioner of Education, members of the State Board of Education, the Board of Governors, the local Boards of Trustees and Presidents of state universities, and the Florida Prepaid College Board.
4. Persons elected to office in any political subdivision (such as municipalities, counties, and special districts) and any person appointed to fill a vacancy in such office, unless required to file Form 6.
5. Appointed members of the following boards, councils, commissions, authorities, or other bodies of county, municipality, school district, independent special district, or other political subdivision: the governing body of the subdivision; community college or junior college district boards of trustees; boards having the power to enforce local code provisions; boards of adjustment; community redevelopment agencies; planning or zoning boards having the power to recommend, create, or modify land planning or zoning within a political subdivision, except for citizen advisory committees, technical coordinating committees, and similar groups who only have the power to make recommendations to planning or zoning boards, and except for representatives of a military installation acting on behalf of all military installations within that jurisdiction; pension or retirement boards empowered to invest pension or retirement funds or determine entitlement to or amount of pensions or other retirement benefits, and the Pinellas County Construction Licensing Board.
6. Any appointed member of a local government board who is required to file a statement of financial interests by the appointing authority or the enabling legislation, ordinance, or resolution creating the board.
7. Persons holding any of these positions in local government: county or city manager; chief administrative employee or finance director of a county, municipality, or other political subdivision; county or municipal attorney; chief county or municipal building inspector; county or municipal water resources coordinator; county or municipal pollution control director; county or municipal environmental control director; county or municipal administrator with power to grant or deny a land development permit; chief of police; fire chief; municipal clerk;

appointed district school superintendent; community college president; district medical examiner; purchasing agent (regardless of title) having the authority to make any purchase exceeding \$35,000 for the local governmental unit.

8. Officers and employees of entities serving as chief administrative officer of a political subdivision.
9. Members of governing boards of charter schools operated by a city or other public entity.
10. Employees in the office of the Governor or of a Cabinet member who are exempt from the Career Service System, excluding secretarial, clerical, and similar positions.
11. The following positions in each state department, commission, board, or council: Secretary, Assistant or Deputy Secretary, Executive Director, Assistant or Deputy Executive Director, and anyone having the power normally conferred upon such persons, regardless of title.
12. The following positions in each state department or division: Director, Assistant or Deputy Director, Bureau Chief, and any person having the power normally conferred upon such persons, regardless of title.
13. Assistant State Attorneys, Assistant Public Defenders, criminal conflict and civil regional counsel, and assistant criminal conflict and civil regional counsel, Public Counsel, full-time state employees serving as counsel or assistant counsel to a state agency, administrative law judges, and hearing officers.
14. The Superintendent or Director of a state mental health institute established for training and research in the mental health field, or any major state institution or facility established for corrections, training, treatment, or rehabilitation.
15. State agency Business Managers, Finance and Accounting Directors, Personnel Officers, Grant Coordinators, and purchasing agents (regardless of title) with power to make a purchase exceeding \$35,000.
16. The following positions in legislative branch agencies: each employee (other than those employed in maintenance, clerical, secretarial, or similar positions and legislative assistants exempted by the presiding officer of their house); and each employee of the Commission on Ethics.
17. Each member of the governing body of a "large-hub commercial service airport," as defined in Section 112.3144(1)(c), Florida Statutes, except for members required to comply with the financial disclosure requirements of s. 8, Article II of the State Constitution.

ATTACHMENTS: A filer may include and submit attachments or other supporting documentation when filing disclosure.

PUBLIC RECORD: The disclosure form is a public record and is required by law to be posted to the Commission's website. Your Social Security number, bank account, debit, charge, and credit card numbers, mortgage or brokerage account numbers, personal identification numbers, or taxpayer identification numbers are not required and should not be included. If such information is included in the filing, it may be made available for public inspection and copying unless redaction is required by the filer, without any liability to the Commission. If you are an active or former officer or employee listed in Section 119.071, F.S., whose home address or other information is exempt from disclosure, the Commission will maintain that confidentiality *if you submit a written and notarized request.*

QUESTIONS about this form or the ethics laws may be addressed to the Commission on Ethics, Post Office Drawer 15709, Tallahassee, Florida 32317-5709; physical address: 325 John Knox Road, Building E, Suite 200, Tallahassee, FL 32303; telephone (850) 488-7864.

Instructions for Completing Form 1

Primary Sources of Income

[Required by s. 112.3145(3)(b)1, F.S.]

This section is intended to require the disclosure of your principal sources of income during the disclosure period. You do not have to disclose any public salary or public position(s). The income of your spouse need not be disclosed; however, if there is joint income to you and your spouse from property you own jointly (such as interest or dividends from a bank account or stocks), you should disclose the source of that income if it exceeded the threshold.

Please list in this part of the form the name, address, and principal business activity of each source of your income which exceeded \$2,500 of gross income received by you in your own name or by any other person for your use or benefit.

"Gross income" means the same as it does for income tax purposes, even if the income is not actually taxable, such as interest on tax-free bonds. Examples include: compensation for services, income from business, gains from property dealings, interest, rents, dividends, pensions, IRA distributions, social security, distributive share of partnership gross income, and alimony if considered gross income under federal law, but not child support.

Examples:

- If you were employed by a company that manufactures computers and received more than \$2,500, list the name of the company, its address, and its principal business activity (computer manufacturing).

- If you were a partner in a law firm and your distributive share of partnership gross income exceeded \$2,500, list the name of the firm, its address, and its principal business activity (practice of law).
- If you were the sole proprietor of a retail gift business and your gross income from the business exceeded \$2,500, list the name of the business, its address, and its principal business activity (retail gift sales).
- If you received income from investments in stocks and bonds, list each individual company from which you derived more than \$2,500. Do not aggregate all of your investment income.
- If more than \$2,500 of your gross income was gain from the sale of property (not just the selling price), list as a source of income the purchaser's name, address and principal business activity. If the purchaser's identity is unknown, such as where securities listed on an exchange are sold through a brokerage firm, the source of income should be listed as "sale of (name of company) stock," for example.
- If more than \$2,500 of your gross income was in the form of interest from one particular financial institution (aggregating interest from all CD's, accounts, etc., at that institution), list the name of the institution, its address, and its principal business activity.

Secondary Sources of Income

[Required by s. 112.3145(3)(b)2, F.S.]

This part is intended to require the disclosure of major customers, clients, and other sources of income to businesses in which you own an interest. It is not for reporting income from second jobs. That kind of income should be reported in "Primary Sources of Income," if it meets the reporting threshold. You will not have anything to report unless, during the disclosure period:

1. You owned (either directly or indirectly in the form of an equitable or beneficial interest) more than 5% of the total assets or capital stock of a business entity (a corporation, partnership, LLC, limited partnership, proprietorship, joint venture, trust, firm, etc., doing business in Florida); *and*,
2. You received more than \$5,000 of your gross income during the disclosure period from that business entity.

If your interests and gross income exceeded these thresholds, then for that business entity you must list every source of income to the business entity which exceeded 10% of the business entity's gross income (computed on the basis of the business entity's most recently completed fiscal year), the source's address, and the source's principal business activity.

Examples:

- You are the sole proprietor of a dry cleaning business, from which you received more than \$5,000. If only one customer, a uniform rental company, provided more than 10% of your dry cleaning business, you must list the name of the uniform rental company, its address, and its principal business activity (uniform rentals).
- You are a 20% partner in a partnership that owns a shopping mall and your partnership income exceeded the above thresholds. List each tenant of the mall that provided more than 10% of the partnership's gross income and the tenant's address and principal business activity.

Real Property

[Required by s. 112.3145(3)(b)3, F.S.]

In this part, list the location or description of all real property in Florida in which you owned directly or indirectly at any time during the disclosure period in excess of 5% of the property's value. You are not required to list your residences. You should list any vacation homes if you derive income from them.

Indirect ownership includes situations where you are a beneficiary of a trust that owns the property, as well as situations where you own more than 5% of a partnership or corporation that owns the property. The value of the property may be determined by the most recently assessed value for tax purposes, in the absence of a more accurate fair market value.

The location or description of the property should be sufficient to enable anyone who looks at the form to identify the property. A street address should be used, if one exists.

Intangible Personal Property

[Required by s. 112.3145(3)(b)3, F.S.]

Describe any intangible personal property that, at any time during the disclosure period, was worth more than \$10,000 and state the business entity to which the property related. Intangible personal property includes things such as cash on hand, stocks, bonds, certificates of deposit, vehicle leases, interests in businesses, beneficial interests in trusts, money owed you (including, but not limited to, loans made as a candidate to your own campaign), Deferred Retirement Option Program (DROP) accounts, the Florida Prepaid College Plan, and bank accounts in which you have an ownership

interest. Intangible personal property also includes investment products held in IRAs, brokerage accounts, and the Florida College Investment Plan. Note that the product contained in a brokerage account, IRA, or the Florida College Investment Plan is your asset—not the account or plan itself. Things like automobiles and houses you own, jewelry, and paintings are not intangible property. Intangibles relating to the same business entity may be aggregated; for example, CDs and savings accounts with the same bank. Property owned as tenants by the entirety or as joint tenants with right of survivorship, including bank accounts owned in such a manner, should be valued at 100%. The value of a leased vehicle is the vehicle's present value minus the lease residual (a number found on the lease document).

Liabilities

[Required by s. 112.3145(3)(b)4, F.S.]

List the name and address of each creditor to whom you owed more than \$10,000 at any time during the disclosure period. The amount of the liability of a vehicle lease is the sum of any past-due payments and all unpaid prospective lease payments. You are not required to list the amount of any debt. You do not have to disclose credit card and retail installment accounts, taxes owed (unless reduced to a judgment), indebtedness on a life insurance policy owed to the company of issuance, or contingent liabilities. A "contingent liability" is one that will become an actual liability only when one or more future events occur or fail to occur, such as where you are liable only as a guarantor, surety, or endorser on a promissory note. If you are a "co-maker" and are jointly liable or jointly and severally liable, then it is not a contingent liability.

Interests in Specified Businesses

[Required by s. 112.3145(7), F.S.]

The types of businesses covered in this disclosure include: state and federally chartered banks; state and federal savings and loan associations; cemetery companies; insurance companies; mortgage companies; credit unions; small loan companies; alcoholic beverage licensees; pari-mutuel wagering companies, utility companies, entities controlled by the Public Service Commission; and entities granted a franchise to operate by either a city or a county government.

Disclose in this part the fact that you owned during the disclosure period an interest in, or held any of certain positions with the types of businesses listed above. You must make this disclosure if you own or owned (either directly or indirectly in the form of an equitable or beneficial interest) at any time during the disclosure period more than 5% of the total assets or capital stock of one of the types of business entities listed above. You also must complete this part of the form for each of these types of businesses for which you are, or were at any time during the disclosure period, an officer, director, partner, proprietor, or agent (other than a resident agent solely for service of process).

If you have or held such a position or ownership interest in one of these types of businesses, list the name of the business, its address and principal business activity, and the position held with the business (if any). If you own(ed) more than a 5% interest in the business, indicate that fact and describe the nature of your interest.

Training Certification

[Required by s. 112.3142, F.S.]

If you are a Constitutional or elected municipal officer appointed school superintendent, a commissioner of a community redevelopment agency created under Part III, Chapter 163, or an elected local officers of independent special districts, including any person appointed to fill a vacancy on an elected special district board, whose service began on or before March 31 of the year for which you are filing, you are required to complete four hours of ethics training which addresses Article II, Section 8 of the Florida Constitution, the Code of Ethics for Public Officers and Employees, and the public records and open meetings laws of the state. You are required to certify on this form that you have taken such training.

MEMO

To: *Board of Supervisors*

From: *James P. Ward*

Date: *January 16, 2023*

Re: *Commission on Ethics newly established Electronic Financial Disclosure Management System (“EFDMS”) website registration, Financial Disclosure Forms, and Ethics Training.*

Beginning January 1, 2024, the Florida Commission on Ethics has enacted new procedures for electronic filing of Financial Disclosure forms for Public Officials, as a means of submitting Forms and updating your Filer contact information.

To access the newly established Electronic Financial Disclosure Management System (“EFDMS”), visit the login page (<https://disclosure.floridaethics.gov/Account/Login>) and watch the instructional video for directions on how to register/confirm registration.

If you have filed a Form 1 before, click “I am a Filer” and follow the prompts.

Instructions, FAQs, and tutorials are available from the dashboard within EFDMS. Additional assistance can be obtained Monday-Friday from 8:00 a.m. until 5:00 p.m. by contacting the Commission directly.

Financial disclosure forms are due on or before July 1, 2024 for the preceding calendar year. A grace period is in effect until September 1. If the disclosure is not filed or postmarked by September 1, an automatic fine of \$25 per day will begin to accrue and will continue to build until the disclosure is filed, or the fine reaches \$1,500.

If you have an annual filing requirement AND will be running for office as a qualified elector in November, then you will need to complete your disclosure in EFDMS and submit your filing electronically to the Commission, then print a verification/receipt for e-filing your form or print a copy of your disclosure to file with your Qualifying Officer packet.

It is imperative that each filer take the time to confirm their registration on the EFDMS site, in order to ensure that the Florida Commission on Ethics has updated and correct contact information. All communication about filing requirements and due dates for filers will be provided via email only. Filers MUST maintain a current email address in EFDMS. By law, failure to maintain a current email address will not qualify as an “unusual circumstance” during an appeal of an automatic fine for failure to timely file a Form.

If the annual form is not submitted via the electronic filing system created and maintained by the Florida Commission on Ethics by September 3, 2024, an automatic fine of \$25 for each day late will be imposed, up to a maximum penalty of \$1,500. Failure to file also can result in removal from public office [s. 112.3145, F.S.].

In addition, failure to make any required disclosure constitutes grounds for and may be punished by one or more of the following: disqualification from being on the ballot, impeachment, removal or suspension from office, or a civil penalty not exceeding \$10,000. [s. 112.317, F.S.].

Also beginning January 1, 2024, all elected local officers of independent special districts, including any person appointed to fill a vacancy on an elected special district board, whose service began on or before March 31st of the year for which you are filing, are now required to complete four (4) hours of Ethics Training each calendar year which addresses Article II, Section 8 of the Florida Constitution, the Code of Ethics for Public Officers and Employees, and the Public Records and Open Meetings laws of the State. You are required to certify on this form that you have taken such training.

There is a check box on the Form 1 for Constitutional officers, elected Municipal Officers, and others to certify that they completed the required training. The training is a calendar year requirement and corresponds to the form year.

Constitutional officers elected Municipal Officers, and others should keep track of all ethics training they complete. Please do not send Certificates of Completion or letters verifying that you have received such training; the Commission does not track officers' completed hours. Officials may take training from any source they choose. Options to complete this training are available on the Commissions website: <https://www.ethics.state.fl.us/Training/Training.aspx>.

As always, if you have any questions regarding this information, please feel free to contact me directly at 954-658-4900.

RESOLUTION 2024-1

A RESOLUTION DESIGNATING CERTAIN OFFICERS OF THE MARION RANCH COMMUNITY DEVELOPMENT DISTRICT; PROVIDING FOR SEVERABILITY AND INVALID PROVISIONS; PROVIDING FOR CONFLICT AND PROVIDING FOR AN EFFECTIVE DATE.

RECITALS

WHEREAS, the Marion Ranch Community Development District ("District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Marion County, Florida, and:

WHEREAS, pursuant to Chapter 190.006, *Florida Statutes*, the Board of Supervisors ("Board") shall organize by election of its members as Chairperson and by directing a Secretary, and such other officers as the Board may deem necessary; and

WHEREAS, the Board of Supervisors of the Marion Ranch Community Development District desire to appoint the below recited person(s) to the offices specified.

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

SECTION 1. DESIGNATION OF OFFICERS OF THE DISTRICT. The following persons are hereby appointed to the offices shown.

OFFICE	NAME OF OFFICE HOLDER
CHAIRPERSON	
VICE-CHAIRPERSON	
ASSISTANT SECRETARY	
ASSISTANT SECRETARY	
ASSISTANT SECRETARY	
SECRETARY & TREASURER	JAMES P. WARD

SECTION 2. SEVERABILITY AND INVALID PROVISIONS. If any one of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contract to the policy of express law, but not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way effect the validity of the other provisions hereof.

SECTION 3. CONFLICT. That all Sections or parts of Sections of any Resolutions, Agreements, or actions of the Board of Supervisors in conflict are hereby repealed to the extent of such conflict.

RESOLUTION 2024-1

A RESOLUTION DESIGNATING CERTAIN OFFICERS OF THE MARION RANCH COMMUNITY DEVELOPMENT DISTRICT; PROVIDING FOR SEVERABILITY AND INVALID PROVISIONS; PROVIDING FOR CONFLICT AND PROVIDING FOR AN EFFECTIVE DATE.

SECTION 4. PROVIDING FOR AN EFFECTIVE DATE. This Resolution shall become effective immediately upon passage.

PASSED AND ADOPTED by the Board of Supervisors of the Marion Ranch Community Development District, Marion County, Florida, this 23rd day of January 2024.

ATTEST:

MARION RANCH COMMUNITY DEVELOPMENT DISTRICT

James P. Ward, Secretary

Name: _____
Chairperson / Vice-Chairperson

RESOLUTION 2024-2

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MARION RANCH COMMUNITY DEVELOPMENT DISTRICT RATIFYING, CONFIRMING AND APPROVING THE RECORDING OF THE NOTICE OF ESTABLISHMENT OF THE MARION RANCH COMMUNITY DEVELOPMENT DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Marion Ranch Community Development District (“District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes (“Act”), being situated entirely within Marion County, Florida; and

WHEREAS, the District was established by Ordinance No. 23-33, adopted by Board of County Commissioners of Marion County on December 13, 2023, which became effective on January 10, 2024; and

WHEREAS, Section 190.0485, Florida Statutes, requires a “Notice of Establishment” to be filed within 30 days after the effective date of the ordinance; and

WHEREAS, the Organizational Meeting of the District’s Board of Supervisors was scheduled for January 23, 2024; and

WHEREAS, Coleman, Yovanovich & Koester, P.A., arranged for the recording of the “Notice of Establishment of Marion Ranch Community Development District” with Marion County Clerk of the Court by recording the Notice with Marion County Clerk of Court on January 17, 2024 to ensure compliance with Florida law as evidenced by **Exhibit A**.

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

SECTION 1. The actions of Coleman, Yovanovich & Koester, P.A., in the filing of the Notice of Establishment of Marion Ranch Community Development District, are hereby ratified, confirmed, and approved.

SECTION 2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the Board of Supervisors of the Marion Ranch Community Development District, Marion County, Florida, this 23rd day of January 2024.

ATTEST:

Secretary/Assistant Secretary

MARION RANCH COMMUNITY DEVELOPMENT DISTRICT

Name: _____
Chairperson / Vice-Chairperson

Exhibit A: Notice of Establishment

RESOLUTION 2024-3

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MARION RANCH COMMUNITY DEVELOPMENT DISTRICT RETAINING THE FIRM OF JPWARD & ASSOCIATES, LLC, TO PERFORM MANAGEMENT SERVICES AND PROVIDING FOR SEVERABILITY AND INVALID PROVISIONS; PROVIDING FOR CONFLICT AND PROVIDING FOR AN EFFECTIVE DATE.

RECITALS

WHEREAS, the Marion Ranch Community Development District (“**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Marion County, Florida; and

WHEREAS, the Board of Supervisors of the District (“**Board**”) may retain and provide compensation of a “**District Manager**;” and

WHEREAS, the Board of Supervisors of the Marion Ranch Community Development District pursuant to Chapter 190.007, *Florida Statutes*, desires to retain the firm of **JPWard & Associates, LLC**, appointing James P. Ward as District Manager, and to compensate in the same manner prescribed in the Management Services Advisory Agreement, a copy of which is attached as **Exhibit “A”**.

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

SECTION 1. APPOINTMENT OF DISTRICT MANAGER. James P. Ward of JPWARD & Associates, LLC, is hereby retained as the District Manager.

SECTION 2. AUTHORIZATION OF COMPENSATION. The firm of JPWARD & Associates, LLC, shall be compensated for their management services in such capacity in the manner prescribed in the Management Services Advisory Agreement, attached hereto as **Exhibit “A”**.

SECTION 3. SEVERABILITY AND INVALID PROVISIONS. If any one of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contract to the policy of express law, but not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way effect the validity of the other provisions hereof.

SECTION 4. CONFLICT. That all Sections or parts of Sections of any Resolutions, Agreements, or actions of the Board of Supervisors in conflict are hereby repealed to the extent of such conflict.

SECTION 5. PROVIDING FOR AN EFFECTIVE DATE. This Resolution shall become effective immediately upon passage.

RESOLUTION 2024-3

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MARION RANCH COMMUNITY DEVELOPMENT DISTRICT RETAINING THE FIRM OF JPWARD & ASSOCIATES, LLC, TO PERFORM MANAGEMENT SERVICES AND PROVIDING FOR SEVERABILITY AND INVALID PROVISIONS; PROVIDING FOR CONFLICT AND PROVIDING FOR AN EFFECTIVE DATE.

PASSED AND ADOPTED by the Board of Supervisors of the Marion Ranch Community Development District, Marion County, Florida, this 23rd day of January 2024.

ATTEST:

James P. Ward, Secretary

MARION RANCH COMMUNITY DEVELOPMENT DISTRICT

Name: _____
Chairperson / Vice-Chairperson

Exhibit A: Manager Retainer Agreement

AGREEMENT FOR SERVICES
Between
Marion Ranch Community Development District
and JPWARD and Associates, LLC

THIS AGREEMENT, made and entered into on this 23rd day of January 2024, by and between the Marion Ranch Community Development District, hereinafter referred to as "DISTRICT", and the firm of **JPWARD and Associates, LLC**, hereinafter referred to as "MANAGER", whose address is 2301 N.E. 37th Street, Fort Lauderdale, Florida 33308.

WITNESSETH:

WHEREAS, the DISTRICT desires to employ the services of the MANAGER for the purpose of providing management, financial and accounting services for the Marion Ranch Community Development District, as required to meet the needs of the District during the contract period; and

WHEREAS, the MANAGER desires to assist the DISTRICT with such matters, on an as needed basis.

NOW, THEREFORE, in consideration of the mutual covenants and agreements expressed herein the parties agree as follows:

1. The DISTRICT hereby retains the MANAGER for the services and fees described in Exhibit "A", attached hereto and incorporated by reference herein.
2. The DISTRICT agrees to compensate the MANAGER in accordance with the fee schedule set forth in Exhibit "A", which amount shall be payable in equal monthly installments at the beginning of each month and may be amended from time to time as evidenced by the budget adopted by the Board or at the issuance of Bonds. In addition, the DISTRICT agrees to compensate MANAGER for reimbursable expenses incurred during the course of performance of this contract, including, but not limited to, out-of-pocket expenses for travel, express mail, computerized research, word processing charges, long distance telephone, postage, photocopying, courier and computer services.
3. Subject to the provisions for termination as set forth below, the term of this Agreement shall begin on January 23, 2024. The Agreement may be terminated as follows:
 - a) upon notice by the DISTRICT for "good cause", which shall include misfeasance, malfeasance, nonfeasance or dereliction of duties by MANAGER, unless Paragraph "C" of this section applies.
 - b) upon the dissolution or court-declared invalidity of the DISTRICT; or
 - c) by either party, for any reason, upon 60 days written notice provided; however, should this Agreement be terminated, MANAGER will take all reasonable and necessary actions to transfer all the books and records of the DISTRICT in his possession in an orderly fashion to the DISTRICT or its designee.

AGREEMENT FOR SERVICES
Between
Marion Ranch Community Development District
and JPWARD and Associates, LLC

4. The MANAGER shall devote such time as is necessary to complete the duties and responsibilities assigned to the MANAGER under this Agreement.
5. The signature on this Agreement by the MANAGER shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in the Agreement are accurate, complete and current as of the date of this Agreement.
6. The MANAGER represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in the standard set forth in Section 112.311, Florida Statutes. The MANAGER further represents that no person having any interest shall be employed for said performance.
7. The MANAGER shall promptly notify the DISTRICT in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the MANAGER'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the MANAGER may undertake and request an opinion of the DISTRICT as to whether the association, interest or circumstance would, in the opinion of the DISTRICT, constitute a conflict of interest if entered into by the MANAGER. The DISTRICT agrees to notify the MANAGER of its opinion by certified mail within thirty (30) days of receipt of notification by the MANAGER. If, in the opinion of the DISTRICT, the prospective business association, interest or circumstance would not constitute a conflict of interest by the MANAGER, the DISTRICT shall so state in its opinion and the association, interest, or circumstance shall not be deemed in conflict of interest with respect to services provided to the DISTRICT by the MANAGER under the terms of this Contract. This Agreement does not prohibit the MANAGER from performing services for any other special purpose taxing DISTRICT, and such assignment shall not constitute a conflict of interest under this Agreement.
8. The MANAGER warrants and represents that all of its employees are treated equally during employment without regard to race, color, physical handicap, religion, sex, age or national origin.
9. The MANAGER hereby represents and warrants that it has and will continue to conduct its business activities in a professional manner and that all services shall be performed by skilled and competent personnel to the highest professional standards.
10. The DISTRICT acknowledges that the MANAGER is not an attorney and may not render legal advice or opinions. Although the MANAGER may participate in the accumulation of information necessary for use in documents required by the DISTRICT in order to finalize any particular matters, such information shall be verified by the DISTRICT as to its correctness; provided,

AGREEMENT FOR SERVICES
Between
Marion Ranch Community Development District
and JPWARD and Associates, LLC

however, that the DISTRICT shall not be required to verify the correctness of any information originated by the MANAGER or the correctness of any information originated by the MANAGER which the MANAGER has used to formulate its opinions and advice given to the DISTRICT.

11. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Charlotte County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees.

12. All notices required in this Agreement shall be sent by U.S. Mail, Overnight Service, such as Federal Express or such other service as may be available for overnight delivery or by electronic mail (e-mail), and if sent to the DISTRICT shall be sent to:

Marion Ranch Community Development District

Attention: _____
Chairman, Board of Supervisors
2301 Northeast 37th Street
Fort Lauderdale, Florida 33308
(954) 658-4900

With a copy to:

District Counsel

Attention: Mr. **Greg Urbancic**
Coleman, Yovanovich & Koester, P.A.
4001 Tamiami Trail N., Suite 300
Naples, Florida 34103
(239) 435-3535

AGREEMENT FOR SERVICES
Between
Marion Ranch Community Development District
and JPWARD and Associates, LLC

And if sent to the MANAGER:

JPWard and Associates LLC

Attention: Mr. James P. Ward
2301 N.E. 37th Street
Fort Lauderdale, Florida 33308

Either party may change the address for notice purposes pursuant to this Agreement by sending notice to the address noted herein, or such other address if the party's address has been changed subsequent to the date of this Agreement.

13. The foregoing terms and conditions constitute the entire Agreement between the parties hereto and any representation not contained herein shall be null and void and no force and effect. Further this Agreement may be amended only in writing upon mutual consent of the parties hereto.
14. No amendments and/or modifications of this Agreement shall be valid unless in writing and signed by each of the parties. This agreement shall be automatically renewable each Fiscal Year of the DISTRICT, unless otherwise terminated by either party. The DISTRICT will consider price adjustments each twelve (12) month period to compensate for market conditions and the anticipated type and amount of work to be performed during the next twelve (12) month period. Evidence of such price adjustments will be approved by the DISTRICT in its adopted Fiscal Year Budget.

IN WITNESS WHEREOF, the Board of Supervisors of the Marion Ranch Community Development District, Marion County, Florida, has made and executed this Contract on behalf of the DISTRICT and the MANAGER have each, respectively, by an authorized person or agent, hereunder set their hands and seals on the date and year first above written.

Signed and Sealed
In the presence of:

BOARD OF SUPERVISORS
MARION RANCH COMMUNITY DEVELOPMENT
DISTRICT

James P. Ward, Secretary

Name: _____
Chairperson / Vice-Chairperson

AGREEMENT FOR SERVICES
Between
Marion Ranch Community Development District
and JPWARD and Associates, LLC

JPWARD and Associates, LLC

Witness

James P. Ward, Chief Operating Officer

AGREEMENT FOR SERVICES
Between
Marion Ranch Community Development District
and JPWARD and Associates, LLC

Exhibit A

Management and Administrative Services

JPWARD and Associates, LLC will perform all required Management and Administrative functions of the District, which will include but not be limited to the following:

- Attend all meetings of the Board of Supervisors and provide the Board with meaningful dialogue of the issues before the Board for action.
- Identification of significant policies, including analysis of policy implementation with administrative and financial impact statement and effect on the District.
- Develop and train members of the Board of Supervisors in the requirements of Florida Law's, including, but not limited to, public officers and employees, and the conduct of District business.
- Implementation of Budget directives.
- Coordination for the following services:
 - ◆ Insurance, General Liability along with Director's and Officer's Liability
 - ◆ Independent Auditor Services
 - ◆ Such other services as may be identified from time to time
- Provide required annual disclosure information:
 - ◆ Designation of Registered Office and Registered Agent
 - ◆ Public Meeting Schedule
- Assist in the Preparation of the Audited Financial Statements
- Provide Oath of Office and notary public for all newly elected members of the Board of Supervisors.

AGREEMENT FOR SERVICES
Between
Marion Ranch Community Development District
and JPWARD and Associates, LLC

Administrative Services

JPWARD and Associates, LLC will perform all required Recording Secretary functions of the District, which will include but not be limited to the following:

- Preparation of all Board Agendas and coordination of receipt of sufficient material for Board of Supervisors to make informed policy decisions.
- Prepare and advertise all notices of meetings in an authorized newspaper of circulation in the County in which the District is located.
- Record and transcribe all meetings of the Board of Supervisors including regular meetings, special meetings, workshops, and public hearing(s). The recording and verbatim transcription (edited for grammar) of meetings of the Board provide an essential link to maintaining a highly accurate public record. These minutes are maintained by ***JPWARD and Associates, LLC*** in perpetuity for the District and sent to the appropriate governmental agencies in accordance with Florida Law.
- Maintain all other District Public Records, including Agreements, Contracts, Resolutions in accordance with Florida Law for the District.
- Our firm utilizes a completely computerized system for Record Storage, Maintenance and Retrieval, and your records are available electronically once they have been scanned into our systems.
- Maintain District Seal.
- Satisfy Public Records Requests in a timely, professional, and efficient manner.

AGREEMENT FOR SERVICES
Between
Marion Ranch Community Development District
and JPWARD and Associates, LLC

Financial Accounting Services

JPWARD and Associates, LLC will perform all required financial accounting functions of the District, which will include but not be limited to the following:

- Prepare a Proposed Budget that achieves maximum cost-to-benefit equity for approval.
- Submit a Proposed Budget to Board of Supervisors in accordance with Chapter 190, Florida Statutes.
- Modify Proposed Budget for consideration by the Board of Supervisors at the District's advertised Public Hearing.
- Prepare Budget and Assessment Resolutions as required by Chapter 190, Florida Statutes.
- Establish Budget Public Hearing(s) and dates.
- Establish Board of Supervisors workshop dates (if required).
- Coordinate Budget preparation with District Board, Engineer, Attorney and Collection Agent.
- Prepare Budget Resolution approving the District Manager's Budget and authorization to set public hearing.
- Prepare Budget Resolution adopting the District Manager's Budget, as modified by the Board of Supervisors.
- Prepare Agendas for Budget Hearings and attend all Board of Supervisor meetings.
- Attend all workshop(s) and public hearing(s) and be available to answer questions by the Board and the Public.
- If necessary, prepare and coordinate applications for:
 - ◆ Federal I.D. Number
 - ◆ Tax Exemption Certificate

AGREEMENT FOR SERVICES
Between
Marion Ranch Community Development District
and JPWARD and Associates, LLC

- Establish Government Fund Accounting System in accordance with the Uniform Accounting System prescribed by Department of Banking and Finance for Government Accounting, Generally Accepted Accounting Principles (GAAP) and Government Accounting Standards Board (GASB).
- Prepare Required Investment Policies and Procedures pursuant to Chapter 218, Florida Statutes.
- Preparation of Annual Financial Report
- Preparation of Public Depositor's Report
- Administer purchase order system, periodic payment of invoices.
- Coordination of tax collection and miscellaneous receivables.
- Preparation of all required schedules for yearend audit:
 - ◆ Prepare schedule of Bank Reconciliations
 - ◆ Prepare cash and Investment Confirmations for distribution to Authorized Public Depositories and Trustee of District Bond Issues
 - ◆ Prepare analysis of Accounts Receivable
 - ◆ Prepare schedule of Interfund Accounts
 - ◆ Prepare schedule of Payables from the Governments
 - ◆ Prepare schedule of all Prepaid Expenses
 - ◆ Prepare debt Confirmation Schedules
 - ◆ Prepare schedule of Accounts Payable
 - ◆ Prepare schedule of Assessment Revenue compared to Budget
 - ◆ Prepare schedule of Investments and Accrued Interest
 - ◆ Prepare analysis of All Other Revenue
 - ◆ Prepare schedule of Operating Transfers
 - ◆ Prepare schedule of Cash Receipts and Cash Disbursements
 - ◆ Prepare analysis of Cost of Development and Construction in Progress
 - ◆ Prepare analysis of Reserves for Encumbrances

AGREEMENT FOR SERVICES
Between
Marion Ranch Community Development District
and JPWARD and Associates, LLC

- ◆ Prepare Amortization and Depreciation Schedules
- ◆ Prepare General Fixed Asset and General Long-Term Debt Account Groups
- ◆ General Fixed Asset Accounting
- ◆ Assets constructed by or donated to the District for maintenance
- ◆ Inventories of District property in accordance with the Rules of the Auditor General

Special Assessment Services – On-going Yearly Maintenance of the District’s Assessment Roll and Lien Book.

- Prepare Assessment Resolution levying the Assessments on the property in the District and preparation of Assessment Roll.
- Prepare and maintain a property database by using information obtained by local Property Appraisers secured roll.
- Review and compare information received from the Property Appraiser to prior years' rolls, to ensure that the District rolls are in compliance with the law and that **JPWard and Associates, LLC** has obtained all the pertinent information to prepare accurate assessments.
- Periodically update the database for all activity such as transfer of title, payment of annual assessment, prepayment of principal.
- Act as the primary contact to answer property owner questions regarding special assessments, tax bills, etc. Provide pay off information upon request to property owner.
- Upon adoption of the Budget and assessments, coordinate with the Office of the Property Appraiser and Tax Collector to insure correct application of assessments and receipt of District funds.
- Act as primary contact to answer property owners' questions regarding the capital assessment.

AGREEMENT FOR SERVICES
Between
Marion Ranch Community Development District
and JPWARD and Associates, LLC

Assessment Methodology Services

JPWard and Associates, LLC will prepare the Special Assessment Methodology necessary to assist the District in formulating its financial goals and strategies for the issuance of any proposed Debt Financings.

- Research, identify and evaluate outstanding funding issues that need to be addressed during the development of the capital improvement plan for the infrastructure for the project.
- Develop a fair and reasonable method of apportionment and accurate classification of parcels using the current ad valorem roll and development plan from the developer.
- Review the assessment methodology for legal sufficiency and compatibility with the uniform method of collection via the tax toll.
- Create a preliminary assessment roll database using the most current tax roll and apply the apportionment methodology to the database to test the validity and legal sufficiency.
- Calculate a proforma schedule of assessment rates, including par debt allocated to all properties, and estimated annual cost.
- Calculate a proforma schedule of rates based on the developed apportionment methodology and revenue requirements for the assessment program.

Dissemination Agent Services (IF APPLICABLE)

JPWard and Associates will provide the required services to comply with the Securities and Exchange Commission Rule 15c2-12 as set forth in the Dissemination Agreement and the Continuing Disclosure Agreement that were entered into for the District's Series 1999 and Series 2007 Bonds.

AGREEMENT FOR SERVICES
Between
Marion Ranch Community Development District
and JPWARD and Associates, LLC

- Develop information collection systems to be used to comply with the requirements of the Continuing Disclosure Agreement.
- Collect all information required for the Annual Report required by the Continuing Disclosure Agreement and electronically transmit to the National Repository Site.
- Work with the Trustee and report any significant events required pursuant to the Continuing Disclosure Agreement.

AGREEMENT FOR SERVICES
Between
Marion Ranch Community Development District
and JPWARD and Associates, LLC

Exhibit A – Fee Schedule

District Management and Administrative Services

Management	\$40,000 Yearly
■ Twelve (12) Meetings are included	
■ Additional meetings	
i. \$175.00 per hour plus travel time.	
ii. Travel is billed at actual cost for Air travel and at the approved IRS rate for automobile.	
■ Scanning of Documents before the Contract Period.	
i. We have noted that some companies have maintained the District's records in paper format and stored at various locations. We would recommend that we remove those records from storage and scan them into our computerized system for easy retrieval. Many of these documents are permanent records of the District and required to be maintained in perpetuity. Records that have met their records retention requirements of Florida Law can be disposed of accordingly. Paper records received from the prior management firm will be professionally scanned, and our fee is \$45.00 per hour.	
■ Fax Services	
i. With the use of our electronic systems, we do not utilize fax machines for any of our documents. All documents are electronic and sent electronically to requesting parties. For parties requesting Fax Documents the actual cost of faxing documents will be billed to the District and we will bill the requesting party for those services.	
■ Cassette Tape Conversion	
i. We utilize a digital recorder for all Board Meetings, which are available on our Systems. We have noted that some Companies utilize cassette tapes, and	

AGREEMENT FOR SERVICES
Between
Marion Ranch Community Development District
and JPWARD and Associates, LLC

these recordings are required to be maintained in perpetuity by the District. The technologies available today lend itself to the conversion of these tapes to a digital format which will protect the District and preserve the public record. As such, we will coordinate with a firm that will convert those tapes to a digital format and bill the District only the actual cost of conversion, without any fee or markup. Once these tapes have been converted to a digital format, we will maintain these digital records on our Systems for the District.

Financial Accounting

General Fund, Debt Service and Capital Projects Funds.	\$8,000/fund
Debt Service and Capital Projects Funds are considered one fund if within one Bond Issue.	

■ Computer Services	Included
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Dissemination Agent Services

For each Bond Issue (Billed monthly)	\$5,000
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Special Assessment Services

■ On-going Yearly maintenance of District's Assessment Roll and Lien Book for each Fund	\$8,000
i. Estoppel Letters for Assessment Liens	\$50
■ Billed to the Requesting Party	
■ Preparation of Special Assessment Methodology	\$25,000

Issuance and Re-Financing of Bonds

■ Management Services for Issuance of Bonds	\$25,000
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Expense Reimbursement Policy

AGREEMENT FOR SERVICES
Between
Marion Ranch Community Development District
and JPWARD and Associates, LLC

The following is **JPWard and Associates, LLC** standard expense reimbursement policy for Community Development District representation. This policy applies unless a different arrangement has been negotiated based on the unique circumstances of a particular client.

All expenses are billed monthly.

Telephone: All telephone charges are billed at an amount approximating actual cost.

Photocopying and Printing: In-house photocopying and printing is charged at \$.25 per page (black and white) and \$.50 per page (color). Outside copying, printing and binding will be billed as a pass-through of the direct vendor's charges.

Facsimile Services: With the use of our electronic systems, we do not utilize fax machines for any of our documents. All documents are electronic and sent electronically to requesting parties. For parties requesting Fax Documents the actual cost of faxing documents will be billed to the District and we will bill the requesting party for those services.

Postage: Postage is billed at actual cost.

Overnight Deliver: Overnight delivery is billed at actual cost.

Travel: Travel (including air fare, rental cars, taxicabs, hotel, meals, tips, etc.) is billed at actual cost not to exceed the charges permitted pursuant to Section 112.061 Florida Statutes, as amended.

RESOLUTION 2024-4

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MARION RANCH COMMUNITY DEVELOPMENT DISTRICT RETAINING LEGAL COUNSEL FOR AND ON BEHALF OF THE DISTRICT; AUTHORIZING COMPENSATION AND PROVIDING FOR AN EFFECTIVE DATE.

RECITALS

WHEREAS, the Marion Ranch Community Development District (“**District**”) is a local unit of special-purpose government created pursuant to Ordinance No. 23-33 adopted by the Board of County Commissioners of Marion County, Florida, and is located entirely within Marion County, Florida; and

WHEREAS, the District’s Board of Supervisors (“**Board**”), pursuant to Chapter 190.011, *Florida Statutes*, may contract for the services of consultants to perform planning, engineering, legal or other appropriate services of a professional nature; and

WHEREAS, the Board desires to retain the ongoing services of District Counsel, and to provide compensation for their services.

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

SECTION 1. APPROVAL OF AGREEMENT. Mr. Greg Urbancic, Attorney, with the firm of Coleman, Yovanovich & Koester, P.A., is hereby appointed as District Counsel and shall be compensated for their services in such capacity in the manner prescribed in **Exhibit A**.

SECTION 2. SEVERABILITY AND INVALID PROVISIONS. If any one of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contract to the policy of express law, but not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way effect the validity of the other provisions hereof.

SECTION 3. CONFLICT. That all Sections or parts of Sections of any Resolutions, Agreements, or actions of the Board of Supervisors in conflict are hereby repealed to the extent of such conflict.

SECTION 4. PROVIDING FOR AN EFFECTIVE DATE. This Resolution shall become effective immediately upon passage.

SECTION 5. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

RESOLUTION 2024-4

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MARION RANCH
COMMUNITY DEVELOPMENT DISTRICT RETAINING LEGAL COUNSEL FOR
AND ON BEHALF OF THE DISTRICT; AUTHORIZING COMPENSATION AND
PROVIDING FOR AN EFFECTIVE DATE.**

PASSED AND ADOPTED by the Board of Supervisors of the Marion Ranch Community Development District, Marion County, Florida, this 23rd day of January 2024.

ATTEST:

**MARION RANCH COMMUNITY DEVELOPMENT
DISTRICT**

James P. Ward, Secretary

Name: _____
Chairperson / Vice-Chairperson

Exhibit A: Attorney Retainer Agreement



4001 Tamiami Trail North, Suite 300
Naples, Florida 34103
T: 239.435.3535 | F: 239.435.1218

Writer's Email:
gurbancic@cyklawfirm.com

December 27, 2023

VIA E-MAIL ONLY

Marion Ranch Community Development District
Attn: James P. Ward, District Manager
c/o JPWard & Associates, LLC
2301 Northeast 37th Street
Fort Lauderdale, FL 33308

**Re: Marion Ranch Community Development District
Proposal for District Counsel General Legal Representation**

Board of Supervisors:

Thank you for this opportunity to provide you with our proposal for the provision of legal services to Marion Ranch Community Development District (the “District”). The purpose of this letter is to set forth our proposal for legal representation as District Counsel for the District.

General representation of the District includes services, as requested by the District, including the following: (i) attendance at meetings of the Board of Supervisors of the District; (ii) preparation and review of contracts; (iii) representation of the District in administrative hearings and before the applicable county commissions; (iv) coordination with district management and supervisors on legal issues; (v) consultation with supervisors on the Government in the Sunshine Law, Public Records Law and ethical issues; and (vi) general monitoring compliance by the District with applicable laws and notice requirements. Representation also includes compliance with Section 119.0701, Florida Statutes in relation to public records, as applicable. As required, certain disclosure provisions are attached as Exhibit “A” and included pursuant to the requirements of applicable law.

Our fees for general legal services to be provided to the District will be based upon the amount of time expended by our attorneys and paralegals. The current hourly rate to be charged for Greg Urbancic’s general legal services to the District is \$375.00 per hour and Meagan Magaldi’s currently hour rate is \$225.00 per hour. The hourly rates for other attorneys in our firm that may work on this matter range from \$150.00 to \$550.00. Hourly charges for paralegal services are presently \$135.00 per hour. These rates may be modified over time. Our statement reflects the rates in effect at the time invoiced services were performed. It is our practice to charge clients the regularly hourly rate for time for traveling in connection with business for our clients.

Costs or disbursements we advance on the District’s behalf will be charged to the District. Such costs will include long distance telephone and toll charges, authorized travel expenses, copying charges,

Marion Ranch Community Development District
Attn: James P. Ward, District Manager
December 27, 2023
Page 2 of 3

messenger service, expedited mail, filing fees, court costs, recording fees and other out-of-pocket expenses which we reasonably incur in connection with our representation of the District. We will render statements to the District monthly covering services rendered and disbursements incurred during the preceding month. We expect payment of each statement upon its rendition and in no event later than forty-five (45) days.

The District may terminate our representation at any time by notifying us in writing, arranging to pay the final bill, and approving written instructions of the disposition of the papers and property which are in our possession. Upon such termination, the District's papers and property will be returned to the District promptly upon our receipt of payment of outstanding statements for services and disbursements in our final bill. Our files pertaining to the matter will be retained. Termination of services will not affect the District's responsibility to pay for legal services rendered and disbursements incurred before termination and in connection with an orderly transition of the matter.

We are subject to the rules of professional conduct, which describe several types of conduct or circumstances which require or allow us to withdraw from representing a client. Nonpayment of fees or disbursements, misrepresentation or failure to disclose material facts, action contrary to our advice and conflict of interest with another client are examples of several such circumstances or conduct. We will try to identify in advance and discuss with you any situation which may lead to our withdrawal. If withdrawal ever becomes necessary, we will immediately give the District written notice of our withdrawal.

The scope of the work described herein does not include work with regard to any proposed issuance of bonds by the District (including any applicable Circuit Court validation, preparing and issuing an issuer's counsel opinion letter, or reviewing engineer's reports and assessment methodologies relating to any bond issue). Should the District pursue such an issuance of bonds in the future, our firm would be willing to provide these services to the District in a manner to be agreed upon at a later date.

To evidence the District's consent to this arrangement, please sign the bottom portion of this letter where indicated and return a copy to us. We appreciate the opportunity to represent the District in this matter and look forward to working with the District. Our representation of the District will commence upon receipt of the executed retention letter.

Please contact us if you have any questions regarding this proposal.

Sincerely,



Gregory L. Urbancic
For the Firm

Marion Ranch Community Development District
Attn: James P. Ward, District Manager
December 27, 2023
Page 3 of 3

THE DISTRICT AGREES TO THE ABOVE TERMS.

Chair, Marion Ranch Community Development District

Date

EXHIBIT "A"- Additional Provisions

Public Records. Coleman, Yovanovich & Koester, P.A. ("Contractor") understands and agrees that all documents of any kind provided to the District in connection with this engagement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Contractor acknowledges that the designated public records custodian for the District is James P. Ward ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, Contractor shall 1) keep and maintain public records required by the District to perform the services; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the engagement and following the engagement if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of engagement, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Contractor, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats. Failure of Contractor to comply with Section 119.0701, Florida Statutes may subject Contractor to penalties under Section 119.10, Florida Statutes. Further, in the event Contractor fails to comply with this Section or Section 119.0701, Florida Statutes, District shall be entitled to any and all remedies at law or in equity. The following statement is required to be included pursuant to Section 119.0701(2), Florida Statutes:

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT JAMES P. WARD: (954) 658-4900; EMAIL: JIMWARD@JPWARDASSOCIATES.COM AND MAILING ADDRESS: 2301 NORTHEAST 37TH STREET, FORT LAUDERDALE, FL 33308.

E-Verify: Contractor shall comply with all applicable requirements of Section 448.095, Florida Statutes. Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. If Contractor enters into a contract with a subcontractor relating to the services under this Agreement, the subcontractor must register with and use the E-Verify system and provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of said affidavit for the duration of the contract with the subcontractor and provide a copy to the District upon request. For purposes of this section, the term "subcontractor" shall have such meaning as provided in Section 448.095(1)(j), Florida Statutes and the term "unauthorized alien" shall have such meaning as provided in Section 448.095(k), Florida Statutes.

If Contractor has a good faith belief that a subcontractor with which it is contracting has knowingly violated Section 448.095, Florida Statutes, then Contractor shall terminate the contract with such person or entity. Further, if District has a good faith belief that a subcontractor of Contractor knowingly violated Section 448.095, Florida Statutes, but

Contractor otherwise complied with its obligations hereunder, District shall promptly notify the Contractor and upon said notification, Contractor shall immediately terminate its contract with the subcontractor.

Notwithstanding anything else in this Agreement to the contrary, District may immediately terminate this Agreement for cause if there is a good faith belief that Contractor knowingly violated the provisions of Section 448.095, Florida Statutes, and any termination thereunder shall in no event be considered a breach of contract by District.

By entering into this Agreement, Contractor represents that no public employer has terminated a contract with Contractor under Section 448.095(2)(c), Florida Statutes, within the year immediately preceding the date of this Agreement. District has materially relied on this representation in entering into this Agreement with Contractor.

RESOLUTION 2024-5

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MARION RANCH COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE FIRM OF TILLMAN & ASSOCIATES ENGINEERING, LLC, AS INTERIM DISTRICT ENGINEER, AUTHORIZING THE PREPARATION OF THE CAPITAL IMPROVEMENT PROGRAM ENGINEER'S REPORT, AND PROVIDING FOR SEVERABILITY AND INVALID PROVISIONS; PROVIDING FOR CONFLICT AND PROVIDING FOR AN EFFECTIVE DATE.

RECITALS

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

WHEREAS, the Board of Supervisors of the District ("Board") may employ and fix compensation of a "District Engineer"; and

WHEREAS, the Board of Supervisors of the Marion Ranch Community Development District desires to designate the firm of Tillman & Associates Engineering, LLC, as "**Interim District Engineer**," and to compensate the firm in the same manner prescribed in the Agreement, a copy of which is attached as **Exhibit "A"**.

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

SECTION 1. DESIGNATION OF INTERIM DISTRICT ENGINEER. The firm of Tillman & Associates Engineering, LLC, is hereby designated to serve as Interim District Engineer.

SECTION 2. AUTHORIZATION OF COMPENSATION. The firm of Tillman & Associates Engineering, LLC, shall be compensated for their services in such capacity in the manner prescribed in the Interim Engineering Services Agreement, attached hereto as **Exhibit "A"**.

SECTION 3. SEVERABILITY AND INVALID PROVISIONS. If any one of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contract to the policy of express law, but not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way effect the validity of the other provisions hereof.

SECTION 4. CONFLICT. That all Sections or parts of Sections of any Resolutions, Agreements, or actions of the Board of Supervisors in conflict are hereby repealed to the extent of such conflict.

SECTION 5. PROVIDING FOR AN EFFECTIVE DATE. This Resolution shall become effective immediately upon passage.

RESOLUTION 2024-5

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MARION RANCH COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE FIRM OF TILLMAN & ASSOCIATES ENGINEERING, LLC, AS INTERIM DISTRICT ENGINEER, AUTHORIZING THE PREPARATION OF THE CAPITAL IMPROVEMENT PROGRAM ENGINEER'S REPORT, AND PROVIDING FOR SEVERABILITY AND INVALID PROVISIONS; PROVIDING FOR CONFLICT AND PROVIDING FOR AN EFFECTIVE DATE.

PASSED AND ADOPTED by the Board of Supervisors of the Marion Ranch Community Development District, Marion County, Florida, this 23rd day of January 2024.

ATTEST:

James P. Ward, Secretary

**MARION RANCH COMMUNITY
DEVELOPMENT DISTRICT**

Name: _____
Chairperson / Vice-Chairperson

EXHIBIT A: Interim Engineering Services Agreement

INTERIM ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this **23rd day of January 2024**, by and between:

Marion Ranch Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in Marion County, Florida ("District"); and

Tillman & Associates Engineering, LLC, a Florida corporation, providing professional engineering services ("Interim Engineer").

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, Florida Statutes ("Uniform Act"), by Ordinance 23-33 of Marion County, Florida; and

WHEREAS, the District is authorized to plan, finance, construct, install, acquire and/or maintain improvements, facilities and services in conjunction with the development of the lands within the District; and

WHEREAS, the District intends to employ said Engineering Firm on an interim basis to perform engineering, surveying, planning, landscaping, construction administration, environmental management and permitting, financial and economic studies, as defined by a separate work authorization; and

WHEREAS, the Interim Engineer shall serve as District's professional representative in each service or project to which this Agreement applies and will give consultation and advice to the District during performance of said services.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the acts and deeds to be performed by the parties and the payments by the District to the Engineer of the sums of money herein specified, it is mutually covenanted and agreed as follows:

Article 1. Scope of Services

A. The Interim Engineer will provide general engineering services, including:

1. Preparation of any necessary reports and attendance at meetings of the District's Board of Supervisors.
2. Assistance in meeting with necessary parties involving bond issues, special reports, feasibility studies, or other tasks.
3. Any other items requested by the Board of Supervisors.

Article 2. Method of Authorization. Each service or project shall be authorized in writing by the District. The written authorization shall be incorporated in a Work Authorization which shall include the scope of work, compensation, project schedule, and special provisions or conditions specific to the service or project being authorized. Authorization of services or projects under the contract shall be the sole option of the District.

Article 3. Compensation. It is understood and agreed that the services rendered by the Interim Engineer under this contract shall not exceed \$25,000.00. It is further understood and agreed that the payment of compensation for services under this contract shall be stipulated in each Work Authorization. One of the following methods will be utilized:

A. Lump Sum Amount - The District and Interim Engineer shall mutually agree to a lump sum amount for the services to be rendered payable monthly in direct proportion to the work accomplished.

B. Hourly Personnel Rates - For services or projects where scope of services is not clearly defined, or recurring services or other projects whereby the District desires the use of the hourly compensation rates outlined in **Schedule "A."**

Article 4. Reimbursable Expenses. Reimbursable expenses consist of actual expenditures made by Engineer, its employees, or its consultants in the interest of the project for the incidental expenses as listed as follows:

A. Expenses of transportation and living when traveling in connection with a project, for long distance phone calls and telegrams, and fees paid for securing approval of authorities having jurisdiction over the project. All expenditures shall be made in accordance with Chapter 112, Florida Statutes, and with the District's travel policy.

B. Expense of reproduction, postage and handling of drawings and specifications.

Article 5. Term of Contract. It is understood and agreed that this contract is for interim engineering services. It is further understood and agreed that the term of this contract will be from the time of execution of this contract by the parties until such time as the District notifies Engineer that it has entered into a subsequent agreement for engineering services.

Article 6. Special Consultants. When authorized in writing by the District, additional special consulting services may be utilized by Engineer and paid for on a cost basis.

Article 7. Books and Records. Engineer shall maintain comprehensive books and records relating to any services performed under this Agreement, which shall be retained by Engineer for a period of at least four (4) years from and after completion of any services hereunder. The District, or its authorized representative, shall have the right to audit such books and records at all reasonable times upon prior notice to Engineer.

Article 8. Ownership of Documents.

A. All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Interim Engineer pursuant to this Agreement ("Work Product") shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.

B. The Interim Engineer shall deliver all Work Product to the District upon completion thereof unless it is necessary for Engineer in the District's sole discretion, to retain possession for a longer period of time. Upon early termination of Engineer's services hereunder, Engineer shall deliver all such Work Product whether complete or not. The District shall have all rights to use any and all Work Product. The Interim Engineer shall retain copies of the Work Product for its permanent records, provided the Work Product is not used without the District's prior express written consent. Interim Engineer agrees not to recreate any Work Product contemplated by this Agreement, or portions thereof, which if constructed or otherwise materialized, would be reasonably identifiable with the Project.

C. The District exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for the District as the author, creator, or inventor thereof upon creation, and the District shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. Interim Engineer hereby assigns to the District any and all rights Interim Engineer may have including, without limitation, the copyright, with respect to such work. The Interim Engineer acknowledges that the District is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise the preparation of such copyrightable or patentable materials or designs.

Article 9. Accounting Records. Records of Interim Engineer pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the District or its authorized representative for observation or audit at mutually agreeable times.

Article 10. Reuse of Documents. All documents including drawings and specifications furnished by Interim Engineer pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by District or others on extensions of the work for which they were provided or on any other project. Any reuse without specific written consent by Interim Engineer will be at the District's sole risk and without liability or legal exposure to Interim Engineer.

Article 11. Estimate of Cost. Since Interim Engineer has no control over the cost of labor, materials or equipment or over a contractor's(s') methods of determining prices, or over competitive bidding or market conditions, his opinions of probable cost provided as a service

hereunder are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry, but Interim Engineer cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable cost prepared by him. If the District wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense. Services to modify approved documents to bring the construction cost within any limitation established by the District will be considered additional services and justify additional fees.

Article 12. Insurance. Subject to the provisions of this Article, the Interim Engineer shall maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

Workers' Compensation	Statutory
General Liability	
Bodily Injury (including Contractual) Property Damage (including Contractual)	\$1,000,000/\$2,000,000
Automobile Liability	Combined Single Limit \$1,000,000
Bodily Injury / Property Damage	
Professional Liability for Errors and Omissions	\$1,000,000

If any such policy of insurance is a "claims made" policy, and not an "occurrence" policy, the Interim Engineer shall, without interruption, and at the District's option, maintain the insurance for at least four years after the completion of services under this Agreement.

The District, its officers, supervisors, agents, staff, and representatives shall be named as additional insured parties, except with respect to the Worker's Compensation Insurance and the Professional Liability for Errors and Omissions Insurance both for which only proof of insurance shall be provided. The Interim Engineer shall furnish the District with the Certificate of Insurance evidencing compliance with the requirements of this Section. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective without written notice to the District per the terms of the applicable policy. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida.

If the Interim Engineer fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Interim Engineer shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

Article 13. Contingent Fee. The Interim Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Interim Engineer, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Interim Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

Article 14. Audit. The Interim Engineer agrees that the District or any of its duly authorized representatives shall, until the expiration of three years after expenditure of funds under this Agreement, have access to and the right to examine any books, documents, papers, and records of the Interim Engineer involving transactions related to the Agreement. The Interim Engineer agrees that payment made under the Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of all work under the Agreement.

Article 15. Indemnification. The Interim Engineer agrees, to the fullest extent permitted by law, to indemnify, defend and hold harmless the District, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Interim Engineer and other persons employed or utilized by the Interim Engineer in the performance of this Agreement. To the extent that a maximum limit for indemnification is required by law, and not otherwise set forth in the Agreement, the indemnification limits shall be the greater of the limits of the insurance amounts set forth in the Agreement or Two Million Dollars (\$2,000,000), which amounts Interim Engineer agrees are reasonable and enforceable, and were included as part of the bid documents. The Interim Engineer's obligations are intended to be consistent with all provisions of applicable law, and to the extent found inconsistent by a court of competent jurisdiction, shall be deemed reformed such that the obligations extend to the maximum limits of the law. Interim Engineer agrees and covenants that nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity pursuant to Section 768.28, Florida Statutes.

PURSUANT TO FLORIDA STATUTES SECTION 558.0035(2013), AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

Article 16. Public Records. The Interim Engineer agrees and understands that Chapter 119, Florida Statutes, may be applicable to documents prepared in connection with work provided to the District and agrees to cooperate with public record requests made thereunder. In connection with this Agreement, Interim Engineer agrees to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, Florida Statutes, the terms of which are incorporated herein. Among other requirements, Interim Engineer must:

- a. Keep and maintain public records required by the District to perform the service.

- b. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Interim Engineer does not transfer the records to the District.
- d. Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of the Interim Engineer or keep and maintain public records required by the District to perform the service. If the Interim Engineer transfers all public records to the District upon completion of this Agreement, the Interim Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Interim Engineer keeps and maintains public records upon completion of the Agreement, the Interim Engineer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

IF THE INTERIM ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE INTERIM ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, JAMES P. WARD, JPWARD & ASSOCIATES, LLC, 2301 NORTHEAST 37TH STREET, FORT LAUDERDALE, FLORIDA 33308, PHONE: 954-658-4900, E- MAIL: JIMWARD@JPWARDASSOCIATES.COM.

Article 17. Employment Verification. The Interim Engineer agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

Article 18. Controlling Law. Interim Engineer and the District agree that this Agreement shall be controlled and governed by the laws of the State of Florida.

Article 19. Assignment. Neither the District nor the Interim Engineer shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other. Nothing in this paragraph shall prevent the Interim Engineer from employing such independent professional associates and consultants as Interim Engineer deems appropriate, pursuant to Article 6 herein.

Article 20. Termination. The District and the Interim Engineer may terminate this Agreement without cause upon notice. At such time as Interim Engineer receives notification by the District to terminate the contract, Interim Engineer shall not perform any further services unless directed to do so by the Board of Supervisors. In the event of any termination, Interim Engineer will be paid for

services rendered to the date of termination and all reimbursable expenses incurred to the date of termination.

Article 21. Recovery of Costs and Fees. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees.

Article 22. Acceptance. Acceptance of this Agreement is indicated by the signature of the authorized representative of the District and the Interim Engineer in the spaces provided below.

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed the day and year first above written.

**MARION RANCH COMMUNITY DEVELOPMENT
DISTRICT**

James P. Ward, Secretary

Name: _____
Chairperson / Vice-Chairperson

WITNESS

TILLMAN & ASSOCIATES ENGINEERING, LLC

Name: _____

Name: _____

SCHEDULE "A"
RATESCHEDULE

2024 HOURLY RATE SCHEDULE

Professional Engineer V	\$310.00 /hour
Professional Engineer IV	\$240.00 /hour
Professional Engineer III	\$215.00 /hour
Professional Engineer II	\$195.00 /hour
Professional Engineer I	\$165.00 /hour
Engineer In Training II	\$135.00 /hour
Engineer In Training I	\$120.00 /hour
Landscape Architect III	\$130.00 /hour
Landscape Architect II	\$120.00 /hour
Landscape Architect I	\$110.00 /hour
Engineer Technician V	\$195.00 /hour
Engineer Technician IV	\$150.00 /hour
Engineer Technician III	\$130.00 /hour
Engineer Technician II	\$115.00 /hour
Engineer Technician I	\$95.00 /hour
Planning Technician III	\$145.00 /hour
Planning Technician II	\$120.00 /hour
Planning Technician I	\$100.00 /hour
Field Representative II	\$105.00 /hour
Field Representative I	\$85.00 /hour
Technical Support / Analyst IV	\$155.00 /hour
Technical Support / Analyst III	\$140.00 /hour
Technical Support / Analyst II	\$125.00 /hour
Technical Support / Analyst I	\$95.00 /hour
Clerical / Permit Coordinator III	\$95.00 /hour
Clerical / Permit Coordinator II	\$85.00 /hour
Clerical / Permit Coordinator I	\$75.00 /hour
Copies, Mailings, Prints, etc.	Cost + 15%
Mileage	Federal Business Rate
Subconsultant Markup	Cost + 10%

RESOLUTION 2024-6

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MARION RANCH COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE FIRM OF FMS BONDS, INC., AS UNDERWRITER, AND PROVIDING FOR SEVERABILITY AND INVALID PROVISIONS; PROVIDING FOR CONFLICT AND PROVIDING FOR AN EFFECTIVE DATE.

RECITALS

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

WHEREAS, the Board of Supervisors of the District ("Board") may employ and fix compensation of a "District Underwriter"; and

WHEREAS, the Board of Supervisors of the Marion Ranch Community Development District desires to designate the firm of FMS Bonds, Inc., as District Underwriter, and to compensate in the same manner prescribed in the agreement, a copy of which is attached as **Exhibit "A"**.

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

SECTION 1. DESIGNATION OF DISTRICT UNDERWRITER. FMS Bonds, Inc., is hereby designated as District Underwriter.

SECTION 2. AUTHORIZATION OF COMPENSATION. FMS Bonds, Inc., shall be compensated for their services in such capacity in the manner prescribed in the underwriting agreement, attached hereto as **Exhibit "A"**.

SECTION 3. SEVERABILITY AND INVALID PROVISIONS. If any one of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contract to the policy of express law, but not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way effect the validity of the other provisions hereof.

SECTION 4. CONFLICT. That all Sections or parts of Sections of any Resolutions, Agreements, or actions of the Board of Supervisors in conflict are hereby repealed to the extent of such conflict.

SECTION 5. PROVIDING FOR AN EFFECTIVE DATE. This Resolution shall become effective immediately upon passage.

RESOLUTION 2024-6

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MARION RANCH COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE FIRM OF FMS BONDS, INC., AS UNDERWRITER, AND PROVIDING FOR SEVERABILITY AND INVALID PROVISIONS; PROVIDING FOR CONFLICT AND PROVIDING FOR AN EFFECTIVE DATE.

PASSED AND ADOPTED by the Board of Supervisors of the Marion Ranch Community Development District, Marion County, Florida, this 23rd day of January 2024.

ATTEST:

James P. Ward, Secretary

MARION RANCH COMMUNITY DEVELOPMENT DISTRICT

Name: _____
Chairperson / Vice-Chairperson

EXHIBIT A: Agreement for Underwriter Services & Rule G17 Disclosure



20660 W. Dixie Highway
North Miami Beach, FL 33180

November 30, 2023

Marion Ranch Community Development District
c/o JPWard & Associates, LLC
2301 Northeast 37th St.
Fort Lauderdale, FL 33308
Attn: Mr. James Ward

Re: Agreement for Underwriter Services & Rule G-17 Disclosure

Dear Mr. Ward:

Thank you for the opportunity to work with the Marion Ranch Community Development District (the "Issuer") regarding the underwriting of the Issuer's Special Assessment Bonds, Series 2023 and future series of bonds (the "Bonds"). The Issuer and FMSbonds, Inc. ("FMS"), solely in its capacity as underwriter, agree to the proposed terms set forth herein in Attachment I. By executing this letter both parties agree to the terms set forth herein.

FMS's role is limited to act as Underwriter within the Scope of Services set forth herein as Attachment I, and not as a financial advisor or municipal advisor. Any information that FMS has previously provided was solely for discussion purposes in anticipation of being retained as your underwriter. Attachment II, attached hereto, contains the Municipal Securities Rulemaking Board (MSRB) Rule G-17 Disclosure, as set forth in the amended and restated MSRB Notice 2019-20 (November 8, 2019)¹ (the "Notice"). We ask that you provide this letter to the appropriate person at the Issuer.

We look forward to working with you.

Yours truly,

FMSbonds, Inc.

By: _____
Name: Jon Kessler
Title: Executive Director

Agreed to and accepted as of the date first written above:

MARION RANCH COMMUNITY DEVELOPMENT DISTRICT

By: _____
Name: _____
Title: _____

¹ Interpretive Notice Concerning the Application of MSRB Rule G-17 to underwriters and Underwriters of Municipal Securities (effective March 31, 2021).

ATTACHMENT I

Section 1 Scope of Services of FMS: FMS proposes that its duties as Underwriter shall be limited to the following:

1. To provide advice to the Issuer on the structure, timing and terms of the Bonds;
2. To coordinate the financing process;
3. To conduct due diligence;
4. To assist in the preparation of an offering memorandum;
5. To review the assessment methodology and Bond documents;
6. To market and offer Bonds to investors.

Section 2 Terms and Conditions:

1. Underwriter Fee (“Underwriting Fee”). FMS shall act as sole lead underwriter. The Underwriting Fee to FMS for acting as Underwriter shall be 2% of the par amount of any Bonds issued. The Underwriting Fee shall be due and payable only upon the closing of the Bonds. The Underwriting Fee may be modified pursuant to a bond delegation or award resolution approved by the Board and consented to by the Underwriter.
2. Price and Interest Rates: The offering price and interest rates are expected to be based on recent comparable transactions in the market, if any. FMS and the Issuer will jointly determine the offering price and interest rates immediately prior to the start of the order period, based on market conditions then prevailing.
3. Bond Purchase Agreement. The obligations of the Underwriter and those of the Issuer would be subject to the satisfactory completion of due diligence and to the customary representations, warranties, covenants, conditions, including provisions respecting its termination contained in the form of a bond purchase agreement FMS will prepare and as generally used in connection with the offering of Bonds for this type of transaction.
4. Costs of Issuance. The Issuer shall be responsible for the payment of all expenses relating to the offering, including but not limited to, attorney fees, consultant fees, costs associated with preparing offering documents, if any, the purchase agreement, regulatory fees and filing fees and expenses for qualification under blue sky laws designated by FMS and approved by the Issuer.
5. Assumptions. The proposed terms and statements of intention set forth in this attachment are based on information currently available to FMS about the Issuer and the market for special assessment bonds similar to the Bonds and the assumptions that:

- a) the financial condition and history of the project shall be substantially as understood, and the financial information for the relevant and appropriate period ended to be included in the final offering memorandum will not vary materially from those set forth in the material furnished to FMS;
- b) no adverse developments shall occur which materially and adversely affect the underlying security and financial condition of the Issuer and the primary landowner and developer;
- c) the offering memorandum will comply with all applicable laws and regulations;
- d) there will not be any unanticipated substantial delays on the part of the Issuer in completing the transaction; and
- e) all conditions of the Underwriter to purchase Bonds will be included in the bond purchase agreement and conditions shall be satisfied or waived, in the sole discretion of the Underwriter.

6. Information. The Issuer agrees to reasonably and actively assist FMS in achieving an underwriting that is satisfactory to FMS and the Issuer. To assist FMS in the underwriting the Issuer will (a) provide and cause the Issuer's staff and its professionals to provide FMS upon request with all information reasonably deemed necessary by FMS to complete the underwritings, included but not limited to, information and evaluations prepared by the Issuer and its advisors and the primary landowner and developer; and (b) otherwise assist FMS in its underwriting efforts.

7. Term of Engagement. The term of our engagement shall commence as of the date the covering letter is executed by the Issuer and continue in full force and effect unless terminated by either party. In event of termination by the Issuer without cause, FMS shall be entitled to recover its reasonable out of pocket expenses incurred up to the date of termination.

8. No Commitment. Notwithstanding the foregoing, nothing herein shall constitute an agreement to provide a firm commitment, underwriting or placement or arrangement of any securities by FMS or its affiliates. Any such commitment, placement or arrangement shall only be made a part of an underwriting agreement or purchase agreement at the time of the sale of the Bonds.

The engagement contemplated hereby is solely for the benefit of the Issuer and FMS and their respective successors, assigns and representatives and no other person or entity shall acquire or have any right under or by virtue hereof.

This engagement contains the entire understanding of the parties relating to the transactions contemplated hereby and supersedes all prior agreements, understandings and negotiations with respect thereto.

9. No Financial Advisor. FMS's role is limited to that of an Underwriter and not a financial advisor or municipal advisor.

ATTACHMENT II

MSRB Rule G-17 Disclosure --- The Issuer recognizes that FMSbonds, Inc. will serve as the underwriter (the “Underwriter”) and not as a financial advisor or municipal advisor, in connection with the issuance of the bonds relating to this financing (herein, the ‘Bonds’). As part of our services as Underwriter, FMSbonds, Inc. may provide advice concerning the structure, timing, terms, and other similar matters concerning the issuance of the Bonds. Any such advice, if given, will be provided by FMSbonds, Inc. as Underwriter and not as your financial advisor or municipal advisor in this transaction. The Issuer may choose to engage the services of a municipal advisor with a fiduciary obligation to represent the Issuer’s interest in this transaction.

Pursuant to the Notice, we are required by the MSRB to advise you that:

- MSRB Rule G-17 requires a broker to deal fairly at all times with both municipal issuers and investors.
- The Underwriter’s primary role is to purchase the Bonds in an arm’s-length commercial transaction with the Issuer. As such, the Underwriter has financial and other interests that differ from those of the Issuer.
- Unlike a municipal advisor, the Underwriter does not have a fiduciary duty to the Issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests.
- The Underwriter has a duty to purchase the Bonds from the Issuer at a fair and reasonable price, but must balance that duty with its duty to use its best efforts to resell the Bonds with purchases at prices that are fair and reasonable.
- The Bonds may be sold into a trust either at the time of issuance or subsequent to issuance. In such instance FMSbonds, Inc., not in its capacity of Underwriter, may participate in such trust arrangement by performing certain administrative roles. Any compensation paid to FMSbonds, Inc. would not be derived from the proceeds of the Bonds or from the revenues pledged thereunder.

The Underwriter will be compensated in accordance with the terms of a bond purchase contract by and between the Underwriter and Issuer. Payment or receipt of the Underwriter’s compensation will be contingent on the closing of the transaction. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since an Underwriter may have an incentive to recommend a transaction that is unnecessary or to recommend that the size of a transaction be larger than is necessary. The Issuer acknowledges no such recommendation has been made by the Underwriter.

Please note nothing in this letter is an expressed or an implied commitment by us to provide financing or to place or purchase the Bonds. Any such commitment shall only be set forth in a bond purchase contract or other appropriate form of agreement for the type of transaction undertaken by you.

Further, our participation in any transaction (contemplated herein or otherwise) remains subject to, among other things, the execution of a bond purchase contract (or other appropriate form of agreement), further internal review and approvals, satisfactory completion of our due diligence investigation and market conditions.

FMSbonds, Inc. is acting independently in seeking to act as Underwriter in the transaction contemplated herein and shall not be deemed for any purpose to be acting as an agent, joint venturer or partner of any other principal involved in the proposed financing. FMSbonds, Inc. assumes no responsibility, express or implied, for any actions or omissions of, or the performance of services by, the purchasers or any other brokers in connection with the transactions contemplated herein or otherwise.

If you or any other representative of the Issuer have any questions or concerns about these disclosures, please make those questions or concerns known immediately to the undersigned. In addition, you should consult with your own financial, municipal, legal, accounting, tax and other advisors, as applicable, to the extent deemed appropriate.

The MSRB requires that we seek the Issuer's acknowledgement that it has received this letter. We request that the person at the Issuer who has the authority to bind the Issuer (herein, "Authorized Issuer Representative") acknowledge this letter as soon as practicable and by nature of such acknowledgment that such person is not a party to any conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately.

Depending on the structure of the transaction that the Issuer decides to pursue, or if additional actual or perceived material conflicts are identified, we may be required to send you additional disclosures. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures.

We look forward to working with you in connection with the issuance of the Bonds, and we appreciate the opportunity to assist you in this transaction. Thank you.

FMSbonds, Inc.

By: _____
Name: Jon Kessler
Title: Executive Director

RESOLUTION 2024-7

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MARION
RANCH COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE FIRM
OF GREENBERG TRAURIG, P.A., AS BOND COUNSEL; PROVIDING FOR
SEVERABILITY AND INVALID PROVISIONS; PROVIDING FOR CONFLICT
AND PROVIDING FOR AN EFFECTIVE DATE.**

RECITALS

WHEREAS, the Marion Ranch Community Development District (“**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Marion County, Florida; and

WHEREAS, the Board of Supervisors of the District (“**Board**”) may retain and fix compensation of a Bond Counsel; and

WHEREAS, the Board of Supervisors of the Marion Ranch Community Development District desire to designate the firm of Greenberg Traurig, P.A., as Bond Counsel (“**Bond Counsel**”), and to compensate in the same manner prescribed in the agreement, a copy of which is attached as **Exhibit “A”**.

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

SECTION 1. APPOINTMENT OF BOND COUNSEL. The firm of Greenberg Traurig, P.A., is hereby designated as Bond Counsel.

SECTION 2. AUTHORIZATION OF COMPENSATION. Greenberg Traurig, P.A., shall be compensated for their services in such capacity in the manner prescribed in the Representation Agreement, attached hereto as **Exhibit “A”**.

SECTION 3. SEVERABILITY AND INVALID PROVISIONS. If any one of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contract to the policy of express law, but not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way effect the validity of the other provisions hereof.

SECTION 4. CONFLICT. That all Sections or parts of Sections of any Resolutions, Agreements, or actions of the Board of Supervisors in conflict are hereby repealed to the extent of such conflict.

SECTION 5. PROVIDING FOR AN EFFECTIVE DATE. This Resolution shall become effective immediately upon passage.

RESOLUTION 2024-7

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MARION
RANCH COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE FIRM
OF GREENBERG TRAURIG, P.A., AS BOND COUNSEL; PROVIDING FOR
SEVERABILITY AND INVALID PROVISIONS; PROVIDING FOR CONFLICT
AND PROVIDING FOR AN EFFECTIVE DATE.**

PASSED AND ADOPTED by the Board of Supervisors of the Marion Ranch Community Development District, Marion County, Florida, this 23rd day of January 2024.

ATTEST:

James P. Ward, Secretary

**MARION RANCH COMMUNITY DEVELOPMENT
DISTRICT**

Name: _____
Chairperson / Vice-Chairperson

EXHIBIT A: Bond Counsel Representation Agreement



STEPHEN D. SANFORD, ESQ.
WEST PALM BEACH OFFICE
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January 16, 2024

Board of Supervisors of the Marion Ranch
Community Development District
c/o JPWard & Associates, LLC
2301 Northeast 37th Street
Fort Lauderdale, FL 33308
Attn: James P. Ward

Re: Marion Ranch Community Development District
Special Assessment Bonds, Series 2024

Dear Board of Supervisors:

This letter sets forth Greenberg Traurig, P.A.'s proposal to serve as Bond Counsel in connection with the issuance by the Marion Ranch Community Development District (the "District") of its planned Special Assessment Bonds, Series 2024 (herein, the "Bonds") to finance certain public infrastructure improvements (herein, the "Project") and the costs of issuance of the Bonds.

We would propose to perform all of the services customarily performed by bond counsel, including necessary tax analysis in connection with the issuance of the above-referenced Bonds under a master trust indenture and one or more supplemental trust indentures (which we shall prepare), the preparation of all bond resolutions, the drafting of all closing papers, the delivery of our tax opinion to the investors, providing assistance in the preparation of a preliminary and final limited offering memorandum and the validation of the Bonds. For our services, we would propose a legal fee of \$55,000 per issue. We would like to point out that our Firm will provide an unqualified tax opinion subject to additional tax diligence in light of the Villages TAM. We would also assist District Counsel in the validation of the Bonds. In addition, we would review all required assessment proceedings prepared by District Counsel or the District Manager.

We will also seek reimbursement of our reasonable documented expenses; such fees and expenses payable at, and contingent upon, the closing of the Bond issue (other than our expenses which are not contingent on the closing of the Bonds). Our out-of-pocket expenses, for which we will bill the District at the time of delivery of the Bonds, will not include the cost of preparing the final bond transcripts. Such item will be a post-closing matter and will be billed to the District at cost. Our fees assume that the requirements of Circular 230 will not be applicable to the Bonds; but in any event could not exceed the above stated amounts without notice to the Board of Supervisors.

If for any reason the District is unable to complete its financing or shall abandon issuing the Bonds utilizing special assessment bonds to finance the costs of the Project, our proposed bond counsel fee would be payable in the amount described below on or before the close of calendar year 2023. Such amount due would be equal to our normal hourly rates, discounted by 10%, plus our reasonable documented out-of-pocket expenses. In all cases, if we were to be paid under such formula, our total fee for services provided as bond counsel would not exceed \$55,000 per issue. We presume that under that scenario, where there are no bond proceeds available to pay our fees, payment would be made from general fund moneys of the District or moneys provided by the primary landowner/developer.

If our fee quote is acceptable to you, please indicate by signing below and return the same to me.

If you have any questions, please feel free to give me a call. We look forward to the opportunity to work with you on this financing.

Very truly yours,

GREENBERG TRAURIG, P.A.



Stephen D. Sanford
Shareholder

Agreed and Accepted:

MARION RANCH COMMUNITY
DEVELOPMENT DISTRICT

By: _____
Name: _____
Title: _____

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RESOLUTION 2024-8

A RESOLUTION DESIGNATING THE REGISTERED AGENT; APPOINTING THE REGISTERED AGENT AND DESIGNATING THE OFFICE AND LOCATION OF THE REGISTERED OFFICE; AND PROVIDING FOR CONFLICTS AND INVALID PROVISIONS AND PROVIDING FOR AN EFFECTIVE DATE.

RECITALS

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

WHEREAS, the District is statutorily required to designate a Registered Agent and a Registered Office Location for the purposes of accepting any process, notice, or demand required or permitting by law to be served upon the District in accordance with Section 189.014(1), *Florida Statutes*; and

WHEREAS, the Board of Supervisors of the Marion Ranch Community Development District desire to appoint James P. Ward as the Registered Agent and designate the offices of JPWard & Associates, LLC, 2301 Northeast 37th Street, Fort Lauderdale, Florida, 33308, as the Registered Office.

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

SECTION 1. DESIGNATION OF REGISTERED AGENT: James P. Ward is hereby appointed as the Registered Agent.

SECTION 2. DESIGNATION OF REGISTERED OFFICE. The offices of JPWard & Associates, LLC, 2301 Northeast 37th Street, Fort Lauderdale, Florida, 33308, are hereby designated as the Registered Office.

SECTION 3. SEVERABILITY AND INVALID PROVISIONS. If any one of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contract to the policy of express law, but not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way effect the validity of the other provisions hereof.

SECTION 4. CONFLICT: That all Sections or parts of Sections of any Resolutions, Agreements, or actions of the Board of Supervisors in conflict are hereby repealed to the extent of such conflict.

SECTION 5. PROVIDING FOR AN EFFECTIVE DATE. This Resolution shall become effective immediately upon passage.

RESOLUTION 2024-8

A RESOLUTION DESIGNATING THE REGISTERED AGENT; APPOINTING THE REGISTERED AGENT AND DESIGNATING THE OFFICE AND LOCATION OF THE REGISTERED OFFICE; AND PROVIDING FOR CONFLICTS AND INVALID PROVISIONS AND PROVIDING FOR AN EFFECTIVE DATE.

PASSED AND ADOPTED by the Board of Supervisors of the Marion Ranch Community Development District, Marion County, Florida, this 23rd day of January 2024.

ATTEST:

James P. Ward, Secretary

MARION RANCH COMMUNITY DEVELOPMENT DISTRICT

Name: _____
Chairperson / Vice-Chairperson

RESOLUTION 2024-9

A RESOLUTION SETTING FORTH THE POLICY OF THE MARION RANCH COMMUNITY DEVELOPMENT DISTRICT BOARD OF SUPERVISORS WITH REGARD TO THE SUPPORT AND LEGAL DEFENSE OF THE BOARD OF SUPERVISORS AND DISTRICT OFFICERS AND PROVIDING FOR AN EFFECTIVE DATE.

RECITALS

WHEREAS, the Board of Supervisors (“**Board**”) and the officers and staff of the Marion Ranch Community Development District (“**District**”) are constantly presented with the necessity for making decisions regarding various phases of District policy and management; and

WHEREAS, it is absolutely essential to the effective operation of the District that such decisions be made in an environment where the threat of personal liability for the Board and its officers and staff is maintained at a minimum; and

WHEREAS, the Board wishes to formalize a policy with regard to the support and legal protection of the Board and its officers and staff to reduce the threat of personal liability to such individuals and allow for an effective decision-making environment.

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

SECTION 1. As set forth in this Resolution, the District, in accordance with Florida law, agrees that the following Board members, officers and staff (together, “**Indemnitees**”) of the District shall be provided the benefit of the indemnification, support and legal defense provisions provided in this Resolution:

- a) All members of the Board of Supervisors; and
- b) Secretary and Assistant Secretaries, Treasurer and Assistant Treasurers, and other District officers, as well as District Staff (e.g., the District Manager, the District Engineer, and the District Counsel).

SECTION 2. As set forth in this Resolution and in accordance with Sections 111.07 and 768.28, Florida Statutes, the District hereby agrees to provide legal representation to defend any and all civil actions, including federal civil rights and other federal civil claims, arising from a complaint for damages or injuries suffered as a result of any action or omission of action of any of the Indemnitees, present or former, arising out of and in the scope of his or her employment or function, unless, in the case of a tort action, the Indemnitee acted in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. Defense of such civil actions includes, but is not limited to, any civil rights lawsuit seeking relief personally against any Indemnitee for an act or omission under color of state law, custom or usage, wherein it is alleged that such Indemnitee has deprived another person of rights secured under the Federal Constitution or laws, including, by way of example, actions under 42 U.S.C. § 1983 or other federal statute. The District hereby further agrees to provide legal representation to defend against any other litigation arising against an Indemnitee from the performance

RESOLUTION 2024-9

A RESOLUTION SETTING FORTH THE POLICY OF THE MARION RANCH COMMUNITY DEVELOPMENT DISTRICT BOARD OF SUPERVISORS WITH REGARD TO THE SUPPORT AND LEGAL DEFENSE OF THE BOARD OF SUPERVISORS AND DISTRICT OFFICERS AND PROVIDING FOR AN EFFECTIVE DATE.

of their official duties while serving a public purpose, including civil, administrative, or criminal actions as permitted by law. By these provisions, the District does not waive any immunity from liability or limited waiver of such immunity as granted under Florida law. Rather, the District is stating that to the extent the State does not through its laws protect the Board and its officers from liability, the District is committed to doing so to the extent described in this Resolution and as permitted by law.

SECTION 3. The District may insure itself to cover all reasonable costs and fees directly arising out of or in connection with any legal claim or suit that directly results from a decision or act made by an Indemnitee while performing the duties and functions of his or her position.

SECTION 4. This Resolution is intended to evidence the District's support of Indemnitees who perform acts and render decisions in the good faith performance of their duties and functions. The District will neither support nor defend those actions or omissions committed by an individual outside the scope of his or her office or committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. By adoption of this Resolution, the Indemnitee(s) in question are each presumed to have acted within the scope of his or her office and are presumed to be acting in good faith, without a malicious purpose and not in a manner exhibiting wanton and willful disregard of human rights, safety or property. The District's Board may overcome this presumption only by unanimous vote of those participating and voting, in accordance with Section 7 herein.

SECTION 5. In the event that the District has expended funds to provide an attorney to defend a Indemnitee who is found to be personally liable by virtue of actions outside the scope of his or her employment or function, or is found to have acted in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property, the individual shall be required to reimburse the District for funds so expended. The District may recover such funds in a civil action against such an individual.

SECTION 6. The District agrees to pay any final judgment, including damages, fines, penalties or other damages, costs, and attorney's fees and costs, arising from any complaint for damages or injuries suffered as a result of any action or omission of action of any Indemnitee as described in Section 111.07, Florida Statutes. If the action arises under Section 768.28, Florida Statutes, as a tort claim, the limitations and provisions of that section governing payment shall apply. If the action is a civil rights action arising under 42 U.S.C. § 1983, or similar federal statutes, payment for the full amount of judgment may be made unless the individual has been determined in the final judgment to have caused the harm intentionally. The District agrees to pay any compromise or settlement of any claim or litigation described in this paragraph, provided, however, that the District determines such compromise or settlement to be in the District's best interest.

SECTION 7. To rebut the presumption of the automatic payment of judgments or provision of legal representation pursuant to this Resolution, at least one of the following determinations shall be made by a unanimous decision of the District's Board participating and voting:

RESOLUTION 2024-9

**A RESOLUTION SETTING FORTH THE POLICY OF THE MARION RANCH
COMMUNITY DEVELOPMENT DISTRICT BOARD OF SUPERVISORS WITH
REGARD TO THE SUPPORT AND LEGAL DEFENSE OF THE BOARD OF
SUPERVISORS AND DISTRICT OFFICERS AND PROVIDING FOR AN
EFFECTIVE DATE.**

- a) The actions of the Indemnitee were outside the scope of his or her duties and authority; or
- b) The acts or omissions of the Indemnitee constituted bad faith, malicious purpose, intentional infliction of harm or were done in a manner exhibiting wanton and willful disregard of human rights, safety, or property; or
- c) The Indemnitee received financial profit or advantage to which he or she was not legally entitled.

SECTION 8. To ensure the provision of legal representation pursuant to this Resolution, the following must be present.

- a) A copy of the summons, complaint, notice, demand letter or other document or pleading in the action, or a letter setting forth the substance of any claim or complaint, must be delivered to the District Chairman, Vice Chairman, District Manager or District Counsel within thirty (30) calendar days after actual receipt of any such document together with a specific request in writing that the District defend or provide representation for the Indemnitee; and
- b) The Indemnitee must cooperate continuously and fully with the District in the defense of the action.

SECTION 9. Any indemnification, legal defense or other protection provided pursuant to this representation shall not extend to:

- a) Consulting or other outside professional or business activities for which the Indemnitee received financial or other material compensation, which are outside the scope of his or her District duties and authority; and
- b) Any independent contractor for whom defense or indemnification is not authorized pursuant to Section 1(b) of this Resolution, unless the Board votes to authorize such indemnification, legal defense, or other protection; and
- c) Any fine, penalty or other punishment imposed as a result of conviction for a criminal offense, and any legal fees and costs incurred to defend criminal prosecution in which a conviction is obtained; and
- d) Claims brought against the Indemnitee by the District's Board; and

RESOLUTION 2024-9

A RESOLUTION SETTING FORTH THE POLICY OF THE MARION RANCH COMMUNITY DEVELOPMENT DISTRICT BOARD OF SUPERVISORS WITH REGARD TO THE SUPPORT AND LEGAL DEFENSE OF THE BOARD OF SUPERVISORS AND DISTRICT OFFICERS AND PROVIDING FOR AN EFFECTIVE DATE.

- e) Any indemnification or defense prohibited by law.

SECTION 10. In the event legal representation or defense is provided pursuant to this Resolution, the Indemnitee may either:

- a) Retain legal counsel appointed by the District, in which case legal counsel shall be paid directly by the District; or
- b) Retain legal counsel chosen by the Indemnitee, in which case the District shall have the right to:
 - i. Approve, in advance, any agreement for reasonable legal fees or disbursements; and
 - ii. Pay all or part of the legal fees, costs, and other disbursements and to set a maximum for reasonable legal fees, costs, and other disbursements; and
 - iii. Direct the defense and settle or compromise the action or claim; and
 - iv. Reduce or offset any monies that may be payable by the District by any court costs or attorney's fees awarded to the Indemnitee.

SECTION 11. The benefits of the policy adopted in this Resolution shall not enlarge the rights that would have been available to any third-party plaintiff or claimant in the absence of this policy.

SECTION 12. To the extent permitted by law, this policy shall inure to the benefit of the heirs, personal representatives, and estate of the Board member and/or officer.

SECTION 13. The District reserves the right to change, modify or withdraw this Resolution in its sole discretion, except as to actions, demand or other claims based on acts or omissions that occurred before the effective change, modification, or withdrawal of this Resolution.

SECTION 14. If any one of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contract to the policy of express law, but not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way effect the validity of the other provisions hereof.

SECTION 15. That all Sections or parts of Sections of any Resolutions, Agreements, or actions of the Board of Supervisors in conflict are hereby repealed to the extent of such conflict.

RESOLUTION 2024-9

A RESOLUTION SETTING FORTH THE POLICY OF THE MARION RANCH COMMUNITY DEVELOPMENT DISTRICT BOARD OF SUPERVISORS WITH REGARD TO THE SUPPORT AND LEGAL DEFENSE OF THE BOARD OF SUPERVISORS AND DISTRICT OFFICERS AND PROVIDING FOR AN EFFECTIVE DATE.

SECTION 16. This Resolution shall become effective immediately upon passage.

PASSED AND ADOPTED by the Board of Supervisors of the Marion Ranch Community Development District, Marion County, Florida, this 23rd day of January 2024

ATTEST:

James P. Ward, Secretary

**MARION RANCH COMMUNITY
DEVELOPMENT DISTRICT**

Name: _____
Chairperson / Vice-Chairperson

RESOLUTION 2024-10

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MARION RANCH COMMUNITY DEVELOPMENT DISTRICT AFFIRMING, STATING AND ESTABLISHING THE DISTRICT'S ADOPTION OF AN ELECTRONIC RECORDS POLICY AND A POLICY ON THE USE OF ELECTRONIC SIGNATURES; ADDRESSING SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

RECITALS

WHEREAS, the Marion Ranch Community Development District ("District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated in Marion County, Florida; and

WHEREAS, Chapter 190, Florida Statutes, authorizes the District to adopt rules to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of district business; and

WHEREAS, the District has appointed the District Manager of the District as the District's records custodian; and

WHEREAS, the District Manager deems it necessary to establish the District's use of an electronic records policy and the use of electronic signatures in connection with the conduct of the District's business.

WHEREAS, the District shall maintain an active and continuing program for the economical and efficient management of records and provides for the designation of a Records Management Liaison Officer ("RMLO") as required by Section 257.36(5)(a), Florida Statutes; and

WHEREAS, Rule 1B-26.003, Florida Administrative Code, allows the District's records custodian to designate an electronic copy of an original paper record as the record (master) copy and designate the original paper copy as a duplicate; and

WHEREAS, the District desires to authorize the District's records custodian to adopt an electronic records policy as described more fully in **Exhibit A** (the "Electronic Records Policy"), as such policy may be amended from time to time, for creating electronic copies of original paper records, designating such electronic copies as the record (master) copy, designating such original paper copies as duplicates and destroying, or otherwise disposing of, such originals in accordance with the applicable general schedule once such originals are obsolete, superseded or the administrative value is lost; and

WHEREAS, consistent with Rule 1B-26.003, Florida Administrative Code, the District has undertaken a cost- benefit analysis to determine that the adoption of the Electronic Records Policy would be cost-effective by, among other things, the need to store paper records; and

WHEREAS, the District's Board of Supervisors ("Board") finds that it is in the best interests of the District, and most cost-effective, to adopt by resolution the Electronic Records Policy for immediate use and application; and

RESOLUTION 2024-10

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MARION RANCH COMMUNITY DEVELOPMENT DISTRICT AFFIRMING, STATING AND ESTABLISHING THE DISTRICT'S ADOPTION OF AN ELECTRONIC RECORDS POLICY AND A POLICY ON THE USE OF ELECTRONIC SIGNATURES; ADDRESSING SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

RECITALS

WHEREAS, the Marion Ranch Community Development District ("District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated in Marion County, Florida; and

WHEREAS, Chapter 190, Florida Statutes, authorizes the District to adopt rules to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of district business; and

WHEREAS, the District has appointed the District Manager of the District as the District's records custodian; and

WHEREAS, the District Manager deems it necessary to establish the District's use of an electronic records policy and the use of electronic signatures in connection with the conduct of the District's business.

WHEREAS, the District shall maintain an active and continuing program for the economical and efficient management of records and provides for the designation of a Records Management Liaison Officer ("RMLO") as required by Section 257.36(5)(a), Florida Statutes; and

WHEREAS, Rule 1B-26.003, Florida Administrative Code, allows the District's records custodian to designate an electronic copy of an original paper record as the record (master) copy and designate the original paper copy as a duplicate; and

WHEREAS, the District desires to authorize the District's records custodian to adopt an electronic records policy as described more fully in **Exhibit A** (the "Electronic Records Policy"), as such policy may be amended from time to time, for creating electronic copies of original paper records, designating such electronic copies as the record (master) copy, designating such original paper copies as duplicates and destroying, or otherwise disposing of, such originals in accordance with the applicable general schedule once such originals are obsolete, superseded or the administrative value is lost; and

WHEREAS, consistent with Rule 1B-26.003, Florida Administrative Code, the District has undertaken a cost- benefit analysis to determine that the adoption of the Electronic Records Policy would be cost-effective by, among other things, the need to store paper records; and

WHEREAS, the District's Board of Supervisors ("Board") finds that it is in the best interests of the District, and most cost-effective, to adopt by resolution the Electronic Records Policy for immediate use and application; and

RESOLUTION 2024-10

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MARION RANCH COMMUNITY DEVELOPMENT DISTRICT AFFIRMING, STATING AND ESTABLISHING THE DISTRICT'S ADOPTION OF AN ELECTRONIC RECORDS POLICY AND A POLICY ON THE USE OF ELECTRONIC SIGNATURES; ADDRESSING SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, in connection with the adoption of the Electronic Records Policy, the District finds that is important to simultaneously adopt a policy regarding the District's use of electronic signatures in connection with the conduct of the District's business.

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

SECTION 1. RECITALS. The foregoing recitals are true and correct and incorporated herein as findings of the District's Board of Supervisors.

SECTION 2. ADOPTION OF ELECTRONIC RECORDS POLICY. The District hereby authorizes the District's records custodian to implement the Electronic Records Policy substantially in the form of **Exhibit "A"** attached hereto and by reference incorporated herein.

SECTION 3. ADOPTION OF ELECTRONIC SIGNATURES POLICY. The District hereby authorizes the use of electronic signatures in connection with the conduct of the District's business and the execution of writings by the District consistent with, and to the extent permitted under, Chapter 668, Florida Statutes, as may be amended from time to time (the "**Electronic Signatures Act**"). All use of electronic signatures shall be in compliance with the Electronic Signatures Act. Pursuant to Section 668.004 of the Electronic Signatures Act, unless otherwise provided by law, an electronic signature may be used by the District to sign a writing and shall have the same force and effect as a written signature. The District Manager is authorized to implement control processes and procedures pursuant to the Electronic Signatures Act including, without limitation, Section 668.006, relating to the District's use of electronic signatures to ensure adequate integrity, security, and auditability.

SECTION 4. SEVERABILITY. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 5. CONFLICTS. That all Sections or parts of Sections of any Resolutions, Agreements, or actions of the Board of Supervisors in conflict are hereby repealed to the extent of such conflict.

SECTION 6. EFFECTIVE DATE. This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

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RESOLUTION 2024-10

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MARION RANCH COMMUNITY DEVELOPMENT DISTRICT AFFIRMING, STATING AND ESTABLISHING THE DISTRICT'S ADOPTION OF AN ELECTRONIC RECORDS POLICY AND A POLICY ON THE USE OF ELECTRONIC SIGNATURES; ADDRESSING SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

PASSED AND ADOPTED by the Board of Supervisors of the Marion Ranch Community Development District, Marion County, Florida, this 23rd day of January 2024.

ATTEST:

James P. Ward, Secretary

MARION RANCH COMMUNITY DEVELOPMENT DISTRICT

Name: _____
Chairperson / Vice-Chairperson

Exhibit A: Electronic Records Policy

EXHIBIT A

ELECTRONIC RECORDS POLICY FOR THE MARION RANCH COMMUNITY DEVELOPMENT DISTRICT

1. PURPOSE OF ELECTRONIC RECORDS POLICY. The purpose of this Electronic Records Policy (“Policy”) is to create a more efficient and cost-effective means for retaining and managing District records by authorizing the District to designate electronic copies of original paper records as record, “master” copies, and to dispose of the duplicate original paper records.

2. DESIGNATION OF ELECTRONIC COPIES AS MASTER COPIES. It is the policy of the District to retain and manage records in accordance with, and pursuant to, Rule 1B-26.003, Florida Administrative Code, and, more specifically, to: (i) create electronic copies of original paper records, (ii) designate all such electronic copies as the record (master) copies; and (iii) destroy, or otherwise dispose of, such originals in accordance with the applicable general schedule once such originals are obsolete, superseded or the administrative value is lost. The District records custodian in his or her sole discretion may select which original paper records, if any, shall be subject to the implementation of this Policy.

All District Supervisors, officers, managers, staff, employees, and other personnel and contractors (where applicable) shall manage, protect, and maintain all records in accordance with the applicable retention schedule approved by the Division of Library and Information Services, the District’s applicable records retention rules and policies, Rule 1B-26.003, Florida Administrative Code, a copy of which is attached hereto, and this Policy.

3. DISTRICT DUTIES AND RESPONSIBILITIES. The District and the District’s record custodian shall develop and implement this Policy, all in compliance with Rule 1B-26.003(6), Florida Administrative Code, the terms of which are incorporated herein. Among other things, the District shall ensure that all records are included within records retention schedules, integrate the management of electronic records with other records and information resources management programs, incorporate electronic records management objectives, responsibilities, and authorities in pertinent District directives, establish procedures for addressing records management requirements, provide training as appropriate, etc.

4. PUBLIC RECORDS. The District shall ensure that the electronic recordkeeping systems meet all requirements for public access to records in accordance with Chapter 119, Florida Statutes. Toward that end, the District shall provide copies of electronic records to any person making a public records request, shall ensure that all District contracts do not impair the right of the public to access District records, shall maintain the confidentiality of records exempt from disclosure, and otherwise shall satisfy the requirements of Chapter 119, Florida Statutes, and Rule 1B-26.003(6)(g), Florida Administrative Code, the terms of which are incorporated herein.

5. DOCUMENTATION STANDARDS. The District shall develop and maintain adequate and up-to-date technical and descriptive documentation for each electronic recordkeeping system in compliance with Rule 1B-26.003(7), Florida Administrative Code, the terms of which are incorporated herein. Among other things, and without intending to limit the requirements of Rule 1B-26.003(7), Florida Administrative Code, the documentation shall include a narrative description of the system, the physical and technical characteristics of the system, and any other technical information needed to read or process the records.

6. CREATION AND USE OF ELECTRONIC RECORDS. The District shall comply with Rule 1B-26.003(8), Florida Administrative Code, the terms of which are incorporated herein, with respect to the creation and use of electronic records. Among other things, the District shall provide a method for authorized users to retrieve desired records, shall provide an appropriate level of security in order to maintain the integrity of the records, shall identify the open format or standard interchange format when necessary to permit the exchange of records on electronic media, and shall provide for the disposition of the records, including, when appropriate, transfer to the Florida State Archives. Before a record (master) copy is created on an electronic recordkeeping system, the record shall be uniquely identified to enable authorized personnel to retrieve, protect, and carry out the disposition of records in the system.

7. LEGAL AUTHENTICATION. Pursuant to Rule 1B-26.003(9), Florida Administrative Code, the terms of which are incorporated herein, the District shall implement the following procedures to enhance the legal admissibility of electronic records:

- a. Document that similar kinds of records generated and stored electronically are created by the same processes each time and have a standardized retrieval approach.
- b. Substantiate that security procedures prevent unauthorized addition, modification, or deletion of a record and ensure systems are protected against such problems as power interruptions.
- c. Identify the electronic media on which records are stored throughout their life cycle, the maximum time span that records remain on each storage media, and the official retention requirements as approved by the Division of Library and Information Services.

8. SELECTION OF ELECTRONIC RECORDS STORAGE MEDIA. The District shall select appropriate media and systems for the storage of electronic records throughout their life cycle pursuant to Rule 1B-26.003(10), Florida Administrative Code, the terms of which are incorporated herein. Among other things, such media and systems shall permit easy and accurate retrieval, shall retain the records in a usable format, and shall meet the standards, and be selected based on the factors, set forth in Rule 1B-26.003(10), Florida Administrative Code.

9. MAINTENANCE OF ELECTRONIC RECORDS. The District shall maintain electronic records in a manner consistent with the standards set forth in Rule 1B-26.003(11), Florida Administrative Code, the terms of which are incorporated herein.

10. RETENTION OF ELECTRONIC RECORDS. The District shall ensure that all electronic records are retained and accessible for as long as required by law and pursuant to Rule 1B-26.003(12), Florida Administrative Code, the terms of which are incorporated herein. Specifically, the District records custodian shall schedule the retention and disposition of all electronic documents, shall establish a process for recopying, reformatting and other necessary maintenance to ensure the retention and usability of electronic records throughout their authorized life cycle, and shall transfer a copy of the electronic records to the Florida State Archives at the time specified in the record retention schedule, if applicable.

11. DESTRUCTION OF ELECTRONIC RECORDS. The District shall destroy electronic records only in a manner consistent with the standards set forth in Rule 1B-26.003(13), Florida Administrative Code, the terms of which are incorporated herein. At a minimum, the District shall destroy electronic records in a manner such that any confidential or exempt information cannot practicably be read or

reconstructed, and shall ensure that recording media previously used for electronic records containing confidential or exempt information are not reused if the previously recorded information can be comprised in any way by reuse.

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Rule 1B-26.003, Florida Administrative Code

1B-26.003 Electronic Recordkeeping.

(1) These rules provide standards for record copies of public records which reside in electronic form. These requirements must be incorporated in the system design and implementation of new systems and enhancements to existing systems in which electronic records reside. Public records are those as defined by Section 119.011(12), F.S.

(2) These rules are applicable to all agencies as defined by Section 119.011(2), F.S., and establish minimum requirements for the creation, utilization, maintenance, retention, preservation, storage and disposition of electronic record copies, regardless of the media.

(3) Electronic recordkeeping systems and practices in use at the effective date of this rule that are not in compliance with the requirements of this rule may be used until the systems or practices are replaced or upgraded. New and upgraded electronic recordkeeping systems and practices created or implemented after the effective date of this rule shall comply with the requirements contained herein. If an agency cannot practicably achieve compliance with this section in relation to an upgraded system, the agency shall document the reason why it cannot do so.

(4) For the purpose of these rules:

(a) "Checksum" means a hashing algorithm or procedure for checking that electronic records have not been altered by transforming a string of characters into a usually shorter fixed-length "hash value" or key that represents the original string.

(b) "Database" means an organized collection of automated information.

(c) "Database management system" means a set of software programs that controls the organization, storage and retrieval of data (fields, records and files) in a database. It also controls the security and integrity of the database.

(d) "Digital signature" means a type of electronic signature (any letters, characters, or symbols executed with an intent to authenticate) that can be used to authenticate the identity of the sender of a message or the signer of a document and to ensure that the original content of the message or document that has been sent is unchanged. Digital signatures can be created through checksums.

(e) "Electronic record" means any information that is recorded in machine readable form.

(f) "Electronic recordkeeping system" means an automated information system for the organized collection, processing, transmission and dissemination of information in accordance with defined procedures.

(g) "Logical access controls" means those administrative controls and permissions allowing or limiting user access to a system's records and resources.

(h) "Metadata" means structured or semi-structured data about records that enables identification, access, use, understanding and preservation of those records over time.

(i) "System design" means the design of the nature and content of input, files, procedures and output, and their interrelationships.

(j) "Permanent or long-term records" means any public records as defined by Section 119.011(12), F.S., which have an established retention period of more than 10 years.

(k) "PPI" means pixels per inch and is the measurement of digital pixels on a screen or file.

(l) "Record copy" means public records specifically designated by the custodian as the official record.

(m) "Geographic information system" means a computer system for capturing, storing, checking, integrating, manipulating, analyzing and displaying data related to positions on the Earth's surface.

(n) "Open format" means a data format that is defined in complete detail, allows transformation of the data to other formats without loss of information, and is open and available to the public free of legal restrictions on use.

(o) "Unicode" means the universal character encoding standard maintained by the Unicode Consortium, providing the basis for processing, storage, and interchange of text data in any language in all modern software and information technology protocols.

(5) Agencies shall develop and maintain adequate and up-to-date technical and descriptive documentation for each electronic recordkeeping system to specify characteristics necessary for reading or processing the records. Documentation for electronic records systems shall be maintained in electronic or printed form as necessary to

ensure access to the records. The minimum documentation required is:

(a) A narrative description of the system, including all inputs and outputs of the system; the organization and contents of the files and records; policies on access and use; security controls; purpose and function of the system; update cycles or conditions and rules for adding information to the system, changing information in it, or deleting information; and the location and media in which electronic records are maintained and their retention requirements to ensure appropriate disposition of records in accordance with Chapter 1B-24, F.A.C.

(b) The physical and technical characteristics of the records, including:

1. A record layout or markup language that describes each file or field including its name, size, starting or relative position, and description of the form of the data (such as alphabetic, decimal or numeric), or

2. A data dictionary or the equivalent information associated with a database management system including a description of the relationship between data elements in databases;

(c) For information coming from geographic information systems, the physical and technical characteristics of the records must be described including a data dictionary, a quality and accuracy report and a description of the graphic data structure, such as recommended by the federal Spatial Data Transfer Standards; and,

(d) Any other technical information needed to read or process the records.

(6) Electronic recordkeeping systems that maintain record copies of public records on electronic media shall meet the following minimum requirements:

(a) Provide a method for all authorized users of the system to retrieve desired records;

2. Provide an appropriate level of security to ensure the integrity of the records in accordance with the requirements of Chapter 282, F.S. Security controls should include, at a minimum, physical and logical access controls, backup and recovery procedures, and training for custodians and users. Automated methods for integrity checking should be incorporated in all systems that generate and use official file copies of records. Checksums and digital signatures should be considered for all official file copies of electronic records. The use of automated integrity controls, such as checksums and digital signatures, can reduce the need for other security controls. Checksums used to protect the integrity of official file copies of records should meet the requirements of U.S. Federal Information Processing Standards Publication 180-4 (FIPS-PUB 180-4) (August 4, 2015) entitled "Secure Hash Standard (SHS)," <https://www.frlrules.org/Gateway/reference.asp?No=Ref-13888> which is hereby incorporated by reference, and made a part of this rule. This publication is available from the National Institute of Standards and Technology, U.S. Department of Commerce, 100 Bureau Drive, Gaithersburg, MD 20899, and at the Internet Uniform Resource Locator: <https://csrc.nist.gov/publications/detail/fips/180-4/final>.

3. Identify the open format or standard interchange format when necessary to permit the exchange of records on electronic media between agency electronic recordkeeping systems using different software/operating systems and the conversion or migration of records on electronic media from one system to another.

4. Provide for the disposition of the records including, when appropriate, transfer to the Florida State Archives.

(b) Before a record copy is created on an electronic recordkeeping system, the record shall be uniquely identified to enable authorized personnel to retrieve, protect, and carry out the disposition of records in the system. Agencies shall ensure that records maintained in such systems can be correlated with any existing related records on paper, microfilm or other media.

(c) Systems or programs used to create, store or access record copies of electronic records must capture structural, descriptive, administrative and technical metadata standard to the system or program employed and must generate additional metadata whenever a record is moved within the system or migrated to another format or storage medium.

(7) Agencies shall implement the following procedures to enhance the legal admissibility of electronic records:

(a) Document that similar kinds of records generated and stored electronically are created by the same processes each time and have a standardized retrieval approach.

(b) Substantiate that security procedures prevent unauthorized addition, modification, or deletion of a record and ensure systems are protected against such problems as power interruptions.

(c) Identify the electronic media on which records are stored throughout their life cycle, the maximum time span that records remain on each storage media, and the official retention requirements as approved by the Division of

Library and Information Services.

(d) Professional engineer drawings and documents: Maintain in unaltered form a record copy of any and all documents signed, dated and sealed by a professional engineer prior to or upon submission to the agency. The record copy of signed, dated and sealed documents must be retained in unaltered form for the duration of the record's retention period. This provision does not prohibit agencies from scanning the unaltered document and maintaining the scanned copy as the record copy.

(e) State agencies shall, and other agencies are encouraged to, establish and maintain integrity controls for record copies of electronic records in accordance with the requirements of Chapter 282, F.S.

(8) For storing record copies of electronic public records throughout their life cycle, agencies shall select appropriate media and systems which meet the following requirements:

(a) Permit easy and accurate retrieval in a timely fashion;

(b) Retain the records in a usable format until their authorized disposition and, when appropriate, meet the requirements necessary for transfer to the Florida State Archives.

(c) Agencies shall not use the following for the storage of record copies of permanent or long-term records:

1. Flash memory media (such as thumb drives, SD cards, CF cards, micro-SD cards);

2. Audio cassette tape;

3. VHS video cassette tape;

4. Floppy disks.

(d) Permanent or long-term records may be stored using one or more of the following methods:

1. Hard drive, preferably high-reliability, solid-state drive (SSD); spinning hard disk drive (HDD) is also acceptable;

2. Optical disc, preferably write-once discs with an inert dye layer;

3. Polyester-based magnetic data tape;

4. Cloud storage, preferably high-reliability, web-based storage services.

(e) Standard. A scanning density with a minimum of 300 PPI is required for scanned images created by the agency from hard copy permanent or long-term records.

(f) Record copies of scanned images created by the agency from hard copy permanent or long-term records must be stored in accordance with a published International Organization for Standardization (ISO) open standard image format.

(g) The following factors are to be considered before selecting a storage media or converting from one media to another:

1. The authorized retention of the records as determined during the scheduling process;

2. The maintenance necessary to retain the records;

3. The cost of storing and retrieving the records;

4. The access time to retrieve stored records;

5. The portability of the medium (that is, selecting a medium that can be read by equipment offered by multiple manufacturers); and,

6. The ability to transfer the information from one medium to another, such as from optical disk to magnetic tape.

(9)(a) Agencies shall back up electronic records on a regular basis to safeguard against the loss of information due to equipment malfunctions, human error or other disaster. Additional backups are strongly recommended for permanent and long-term records. Backups created for disaster recovery purposes, and all preservation duplicates of permanent or long-term records, shall be maintained in an off-site storage facility, which may include cloud storage, geographically separated from the risks associated with the agency's location. The storage environment must be maintained at constant temperature (below 68 degrees Fahrenheit) and relative humidity (30 to 45 percent) levels. Storage and handling of permanent or long-term records on magnetic tape shall conform to the standards contained in Standard AES22-1997 (r2008) "AES recommended practice for audio preservation and restoration – Storage and handling – Storage of polyester-base magnetic tape" <https://www.flrules.org/Gateway/reference.asp?No=Ref-13889> (published 1997, reaffirmed 2003 and 2008, stabilized 2012) which is hereby incorporated by reference and made a part of this rule. This publication is available

from the Audio Engineering Society, Incorporated at the Internet Uniform Resource Locator: <https://www.aes.org/publications/standards/search.cfm?docID=25>. If an agency cannot practicably maintain backups and preservation duplicates as required in this section, the agency shall document the reasons why it cannot do so. Other electronic records media should be stored in a cool, dry, dark environment when possible (maximum temperature 73 degrees Fahrenheit, relative humidity 20-50 percent).

(b) Agencies shall annually read a statistical sample of all electronic media containing permanent or long-term records to identify any loss of information and to discover and correct the cause of data loss.

(c) Agencies shall conduct data integrity testing on all media containing permanent or long-term electronic records at least every 10 years and verify that the media are free of permanent errors. More frequent testing (e.g. at least every 5 years) is highly recommended. If a checksum was previously run on the digital media, testing can be conducted by running the same checksum.

(d) Agencies shall rewind tape reels immediately before use to restore proper tension, or at a minimum every three years. When tapes with extreme cases of degradation are discovered, they should be rewound to avoid more permanent damage and copied to new media as soon as possible. Tapes shall be played continuously from end to end to ensure even packing. Tapes shall be stored so that the tape is all on one reel or hub. The requirement for rewinding does not apply to tape cartridges.

(e) External labels (or the equivalent automated management system) for electronic recording media used to store permanent or long-term records shall provide unique identification for each storage media, including:

1. The name of the organizational unit responsible for the data;
2. System title, including the version number of the application;
3. Special security requirements or restrictions on access, if any; and,
4. Software in use at the time of creation.

(f) Standard. For all media used to store permanent or long-term electronic records, agencies shall maintain human readable information specifying recording methods, formats, languages, dependencies and schema sufficient to ensure continued access to, and intellectual control over, the records. Additionally, the following information shall be maintained for each media used to store permanent or long-term electronic records:

1. File title;
2. Dates of creation;
3. Dates of coverage; and,
4. Character code/software dependency.

(g) Electronic records storage media shall not be stored closer than 6 feet to sources of magnetic fields, including generators, elevators, transformers, loudspeakers, microphones, headphones, magnetic cabinet latches and magnetized tools.

(h) Electronic records on magnetic tape or disk shall not be stored in metal containers unless the metal is non-magnetic. Storage containers shall be resistant to impact, dust intrusion and moisture. Compact disks shall be stored in hard cases, and not in cardboard, paper or flimsy sleeves.

(i) Agencies shall ensure that record copies of electronic records are maintained by personnel properly trained in the use and handling of the records and associated equipment.

(j) Agencies shall establish and adopt procedures for external labeling of physical storage media and for descriptive file naming and/or labeling of electronic files and directories so that all authorized users can identify and retrieve the stored information.

(k) Agencies shall convert storage media to provide compatibility with the agency's current hardware and software to ensure that information is not lost due to changing technology or deterioration of storage media. Before conversion of information to different media, agencies must determine that authorized disposition of the electronic records can be implemented after conversion. Permanent or long-term electronic records shall be transferred to new media compliant with this rule as needed to prevent loss of information due to changing technology or deterioration of storage media.

(10) Each agency is responsible for ensuring the continued accessibility and readability of public records throughout the entire life cycle regardless of the format or media in which the records are maintained.

Agencies shall establish policies and procedures to ensure that electronic records and their documentation are retained and accessible as long as needed. These procedures shall include provisions for:

(a) Scheduling the retention and disposition of all electronic records, as well as related access documentation and indexes, in accordance with the provisions of Chapter 1B-24, F.A.C.

(b) Establishing procedures for regular recopying, reformatting and other necessary maintenance to ensure the retention and usability of the electronic records throughout their authorized life cycle.

(c) Transferring a copy of the electronic records and any related documentation and indexes to the Florida State Archives at the time specified in the records retention schedule, if applicable. Transfer may take place at an earlier date if convenient for both the agency and the Archives.

(11) Electronic records may be destroyed only in accordance with the provisions of Chapter 1B-24, F.A.C.

Rulemaking Authority 257.14, 257.36(1), 257.36(6) FS. Law Implemented 257.36(1)(a) FS. History—New 8-16-92, Amended 5-13-03, 5-21-08, 12-6-21.

RESOLUTION 2024-11

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MARION RANCH COMMUNITY DEVELOPMENT DISTRICT, DESIGNATING A QUALIFIED PUBLIC DEPOSITORY PURSUANT TO THE PROVISION OF CHAPTER 280, FLORIDA STATUTES, AS AMENDED; AUTHORIZING SIGNATORS OF THE ACCOUNT(S); AUTHORIZING THE NUMBER OF SIGNATORS ON BANK DOCUMENTS; AUTHORIZATION OF TRUIST BANK DEPOSIT ACCOUNT RESOLUTION; PROVIDING FOR SEVERABILITY AND INVALID PROVISIONS; PROVIDING FOR CONFLICT AND PROVIDING AN EFFECTIVE DATE.

SECTION 3. AUTHORIZATION OF NUMBER OF SIGNATORS ON BANK DOCUMENTS. The District requires one signatory on all checks.

SECTION 4. AUTHORIZATION OF TRUIST BANK DEPOSIT ACCOUNT RESOLUTION. The District hereby authorizes the execution by the appropriate District officers to execute any Truist Bank required deposit account Resolutions, signature cards and other documents necessary to implement the provisions of this Resolution.

SECTION 5. SEVERABILITY AND INVALID PROVISIONS. If any one of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contract to the policy of express law, but not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of the other provisions hereof.

SECTION 6. CONFLICT. That all Sections or parts of Sections of any Resolutions, Agreements, or actions of the Board of Supervisors in conflict are hereby repealed to the extent of such conflict.

SECTION 7. PROVIDING FOR AN EFFECTIVE DATE. This Resolution shall become effective immediately upon passage.

PASSED AND ADOPTED by the Board of Supervisors of the Marion Ranch Community Development District, Marion County, Florida, this 23rd day of January 2024.

ATTEST:

James P. Ward, Secretary

MARION RANCH COMMUNITY DEVELOPMENT DISTRICT

Name: _____
Chairperson / Vice-Chairperson

RESOLUTION 2024-12

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MARION RANCH COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING A REQUEST FOR QUALIFICATIONS FOR DISTRICT ENGINEERING SERVICES AND PROVIDING FOR AN EFFECTIVE DATE.

RECITALS

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

WHEREAS, pursuant to the provisions of Sections 190.033 and 287.055, *Florida Statutes*, the District's Board of Supervisors ("Board") may contract for the services of consultants to perform planning, engineering, legal or other professional services; and

WHEREAS, the Board desires to authorize a Request for Qualifications process ("RFQ") to select a District Engineer;

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

SECTION 1. AUTHORIZATION FOR RFQ. The RFQ is hereby authorized, and District Staff is hereby authorized to advertise the RFQ and directed to provide any responses to the Board for consideration.

SECTION 2. SEVERABILITY AND INVALID PROVISIONS. If any one of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contract to the policy of express law, but not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of the other provisions hereof.

SECTION 3. CONFLICT. That all Sections or parts of Sections of any Resolutions, Agreements, or actions of the Board of Supervisors in conflict are hereby repealed to the extent of such conflict.

SECTION 4. PROVIDING FOR AN EFFECTIVE DATE. This Resolution shall become effective immediately upon passage.

RESOLUTION 2024-12

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MARION
RANCH COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING A
REQUEST FOR QUALIFICATIONS FOR DISTRICT ENGINEERING SERVICES
AND PROVIDING FOR AN EFFECTIVE DATE.**

PASSED AND ADOPTED by the Board of Supervisors of the Marion Ranch Community Development District, Marion County, Florida, this 23rd day of January 2024.

ATTEST:

**MARION RANCH COMMUNITY DEVELOPMENT
DISTRICT**

James P. Ward, Secretary

Name: _____
Chairperson / Vice-Chairperson

Exhibit A: Form of RFQ Legal Advertisement

**REQUEST FOR QUALIFICATIONS (“RFQ”) FOR ENGINEERING SERVICES
FOR THE
MARION RANCH COMMUNITY DEVELOPMENT DISTRICT**

The Marion Ranch Community Development District (“**District**”), located in Marion County, Florida, announces that Professional Engineering Services will be required on a continuing basis for the District. The engineering firm selected will act in the general capacity of District Engineer and, if so authorized, may provide general engineering services as well as engineering services for the design and construction administration associated with the District’s Capital Improvement Plan.

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

The District will review all Applicants and will comply with Florida law, including the Consultant’s Competitive Negotiations Act, Chapter 287, *Florida Statutes* (“**CCNA**”). All Applicants must submit eight (8) copies of Standard Form No. 330 or current form and Qualification Statement by 12:00 p.m. on Monday, March 11, 2024, and to the attention of JPWard and Associates, LLC, 2301 Northeast 37th Street, Fort Lauderdale, Florida 33308, Phone (954) 658-4900 (“**District Manager’s Office**”).

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

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

Any protest regarding the terms of this Notice, or the evaluation criteria on file with the District Manager’s Office, must be filed in writing with the District Manager’s Office, within seventy-two (72) hours after the publication of this Notice. The formal protest setting forth with particularity

the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid Notice or evaluation criteria provisions. Any person who files a notice of protest shall provide to the District, simultaneous with the filing of the notice, a protest bond with a responsible surety to be approved by the District and in the amount of Ten Thousand Dollars (\$10,000.00). Additional information and requirements regarding protests are set forth in the District's Rules of Procedure, which are available from the District Manager's Office.

Any and all questions relative to this RFQ shall be directed in writing by e-mail only to the District Manager, Jim Ward, at JimWard@jowardassociates.com with an e-mail copy to District's Counsel, Greg Urbancic at gurbancic@cyklaw.com .

James P. Ward
District Manager

Publish on 02/04/2024 (must be published at least 14 days prior to submittal deadline)

**MARION RANCH
COMMUNITY DEVELOPMENT DISTRICT**

DISTRICT ENGINEER REQUEST FOR QUALIFICATIONS

COMPETITIVE SELECTION CRITERIA

- 1) Ability and Adequacy of Professional Personnel** (Weight: 25 Points)
Consider the capabilities and experience of key personnel within the firm including certification, training, and education; affiliations and memberships with professional organizations; etc.
- 2) Consultant's Past Performance** (Weight: 25 Points)
Past performance for other Community Development Districts in other contracts; amount of experience on similar projects; character, integrity, reputation of respondent; etc.
- 3) Geographic Location** (Weight: 20 Points)
Consider the geographic location of the firm's headquarters, offices and personnel in relation to the project.
- 4) Willingness to Meet Time and Budget Requirements** (Weight: 15 Points)
Consider the consultant's ability and desire to meet time and budget requirements including rates, staffing levels and past performance on previous projects; etc.
- 5) Certified Minority Business Enterprise** (Weight: 5 Points)
Consider whether the firm is a Certified Minority Business Enterprise. Award either all eligible points or none.
- 6) Recent, Current and Projected Workloads** (Weight: 5 Points)
Consider the recent, current and projected workloads of the firm.
- 7) Volume of Work Previously Awarded to Consultant by District** (Weight: 5 Points)
Consider the desire to diversify the firms that receive work from the District; etc.

RESOLUTION 2024-13

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MARION RANCH COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR THE PUBLIC'S OPPORTUNITY TO BE HEARD; DESIGNATING PUBLIC COMMENT PERIODS; DESIGNATING A PROCEDURE TO IDENTIFY INDIVIDUALS SEEKING TO BE HEARD; ADDRESSING PUBLIC DECORUM; ADDRESSING EXCEPTIONS; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE

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

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, Section 286.0114, *Florida Statutes*, requires that members of the public be given a reasonable opportunity to be heard on a proposition before a board or commission; and

WHEREAS, Section 286.0114, *Florida Statutes*, sets forth guidelines for rules and policies that govern the public's opportunity to be heard at a public meeting; and

WHEREAS, the District's Board of Supervisors ("Board") finds that it is in the best interest of the District to adopt by resolution a policy ("Public Comment Policy") for immediate use and application.

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

Section 1. DESIGNATING PUBLIC COMMENT PERIOD. The District's Chairperson, his or her designee, or such other person conducting a District meeting ("Presiding Officer"), shall ensure that there is at least one period of time ("Public Comment Period") in the District's meeting agenda whereby the public has an opportunity to be heard on propositions before the Board, as follows:

- a) A Public Comment Period shall be provided at the end of each Board meeting just prior to the adjournment of the meeting.
- b) Speakers shall be permitted to address any agenda item during the agenda item, but after staff presentation and board comment on the item, and on non-agenda matter(s) of personal or general concern, during the Public Comment Period.
- c) Individuals wishing to make a public comment are limited to three (3) minutes per person. Potential speakers may not assign his/her three (3) minutes to extend another speaker's time.

RESOLUTION 2024-13

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MARION RANCH COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR THE PUBLIC'S OPPORTUNITY TO BE HEARD; DESIGNATING PUBLIC COMMENT PERIODS; DESIGNATING A PROCEDURE TO IDENTIFY INDIVIDUALS SEEKING TO BE HEARD; ADDRESSING PUBLIC DECORUM; ADDRESSING EXCEPTIONS; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

- d) The Presiding Officer may extend or reduce the time periods set forth herein in order to facilitate orderly and efficient District business, provided however that a reasonable opportunity for public comment shall be provided consistent with the requirements of Section 286.0114, *Florida Statutes*. The Presiding Officer may also elect to set and announce additional Public Comment Periods if he or she deems it appropriate.

Section 2. DESIGNATING A PROCEDURE TO IDENTIFY INDIVIDUALS SEEKING TO BE HEARD.

Unless otherwise directed and declared by the Presiding Officer, individuals seeking to be heard shall be at the Public Comment Period on the Agenda. Additionally, after each item is presented to the Board, the Presiding Officer may permit a Public Comment period after Board Discussion, the Presiding Officer may require individuals to complete speaker cards that include the individual's name, address, on which they wish to be heard, the individual's position on the item on the Agenda (i.e., "for," "against," or "undecided") and, if appropriate, to indicate the designation of a representative to speak for the individual or the individual's group. In the event large groups of individuals desire to speak, the Presiding Officer may require each group to designate a representative to speak on behalf of such group. Any attorney hired to represent an individual or company's interests before the Board shall notify the Board of such representation prior to proving any public comment.

Sections 1 and 2 herein shall be deemed to apply only to District Board meetings, but the Presiding Officer of a District Workshop, in his or her discretion, may elect to apply such Sections to District workshops.

Section 3. PUBLIC DECORUM. The following policies govern public decorum at public meetings and workshops:

- a) Each person addressing the Board shall proceed to the place assigned for speaking and should state his or her name and address in an audible tone of voice for the public record.
- b) All remarks shall be addressed to the Board as a body and not to any member thereof or to any staff member. No person other than a Board Supervisor or District staff member shall be permitted to enter into any discussion with an individual speaker while he or she has the floor, without the permission of the Presiding Officer.

RESOLUTION 2024-13

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MARION RANCH COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR THE PUBLIC'S OPPORTUNITY TO BE HEARD; DESIGNATING PUBLIC COMMENT PERIODS; DESIGNATING A PROCEDURE TO IDENTIFY INDIVIDUALS SEEKING TO BE HEARD; ADDRESSING PUBLIC DECORUM; ADDRESSING EXCEPTIONS; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

- c) Nothing herein shall be construed to prohibit the Presiding Officer from maintaining orderly conduct and proper decorum in a public meeting. Speakers shall refrain from disruptive behavior, and from making vulgar or threatening remarks. Speakers shall refrain from launching personal attacks against any Board Supervisor, District staff member, or member of the public. The Presiding Officer shall have the discretion to remove any speaker who disregards these policies from the meeting.
- d) In the case that any person is declared out of order by the Presiding Officer and ordered expelled, and does not immediately leave the meeting facilities, the following steps may be taken:
 - i. The Presiding Officer may declare a recess.
 - ii. The Presiding Officer may contact the local law enforcement authority.
 - iii. In case the person does not remove himself or herself from the meeting, the Presiding Officer may request that he or she be placed under arrest by local law enforcement authorities for violation of Section 871.01, *Florida Statutes*, or other applicable law.

Section 4. EXCEPTIONS. The Board recognizes and may apply all applicable exceptions to Section 286.0114, *Florida Statutes*, including those set forth in Section 286.0114(3), *Florida Statutes*, and other applicable law. Additionally, the Presiding Officer may alter the procedures set forth in this Public Comment Policy for public hearings and other special proceedings that may require a different procedure under Florida law.

Section 5. SEVERABILITY AND INVALID PROVISIONS. If any one of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contract to the policy of express law, but not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of the other provisions hereof.

Section 6. CONFLICT. That all Sections or parts of Sections of any Resolutions, Agreements, or actions of the Board of Supervisors in conflict are hereby repealed to the extent of such conflict.

Section 7. PROVIDING FOR AN EFFECTIVE DATE. This Resolution shall become effective immediately upon passage.

RESOLUTION 2024-13

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MARION RANCH COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR THE PUBLIC'S OPPORTUNITY TO BE HEARD; DESIGNATING PUBLIC COMMENT PERIODS; DESIGNATING A PROCEDURE TO IDENTIFY INDIVIDUALS SEEKING TO BE HEARD; ADDRESSING PUBLIC DECORUM; ADDRESSING EXCEPTIONS; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

PASSED AND ADOPTED by the Board of Supervisors of the Marion Ranch Community Development District, Marion County, Florida, this 23rd day of January 2024.

ATTEST:

**MARION RANCH COMMUNITY
DEVELOPMENT DISTRICT**

James P. Ward, Secretary

Name: _____
Chairperson / Vice-Chairperson

RESOLUTION 2024-14

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MARION RANCH COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIME, AND LOCATION FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

RECITALS

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

WHEREAS, in accordance with the provisions of Chapter 189.415, Florida Statutes, the District is required to file quarterly, semiannually, or annually a schedule of its regular meetings with the local governing authority or authorities; and

WHEREAS, in accordance with the above referenced Statute, the District shall also publish quarterly, semiannually, or annually its regular meeting schedule in a newspaper of general paid circulation in the County in which the District is located, and shall appear in the legal notices section of the classified advertisements.

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

SECTION 1. Designation of Dates, Time, and Location of Regular Meetings.

- Date:** The third Tuesday of each month for the remainder of Fiscal Year 2024, which covers the period January 23, 2024 through September 30, 2024.

February 20, 2024	March 19, 2024
April 16, 2024	May 21, 2024
June 18, 2024	July 16, 2024
August 20, 2024	September 17, 2024

- Time:** 3:00 P.M. (Eastern Standard Time)

- Location:** Offices of Lennar Homes
2100 SE 17th Street, Suite 601
Ocala, Florida 34471

RESOLUTION 2024-14

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MARION RANCH COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIME, AND LOCATION FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

SECTION 2. Sunshine Law and Meeting Cancellations and Continuations. The meetings of the Board of Supervisors are open to the public and will be conducted in accordance with the provisions of Florida Law for Community Development Districts. The District by and through its District Manager may cancel any meeting of the Board of Supervisors and all meetings may be continued to a date, time, and place to be specified on the record at the hearings or meeting.

SECTION 3. Conflict. That all Sections or parts of Sections of any Resolutions, Agreements, or actions of the Board of Supervisors in conflict are hereby repealed to the extent of such conflict.

SECTION 4. Severability. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

SECTION 5. Effective Date. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board of Supervisors of the Marion Ranch Community Development District.

PASSED AND ADOPTED by the Board of Supervisors of the Marion Ranch Community Development District, Marion County, Florida, this 23rd day of January 2024.

ATTEST:

James P. Ward, Secretary

**MARION RANCH COMMUNITY
DEVELOPMENT DISTRICT**

Name: _____
Chairperson / Vice-Chairperson

RESOLUTION 2024-15

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MARION RANCH COMMUNITY DEVELOPMENT DISTRICT RATIFYING THE ACTIONS OF THE DISTRICT MANAGER AND DISTRICT STAFF IN NOTICING THE LANDOWNERS MEETING; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Marion Ranch Community Development District ("District") was established by Ordinance No. 23-33, adopted by the Marion County Board of County Commissioners, effective January 10, 2024, for the purpose of planning, financing, constructing, operating and/or maintaining certain public infrastructure; and

WHEREAS, the District is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated in Marion County, Florida; and

WHEREAS, the District held its Organizational Meeting on January 23, 2024; and

WHEREAS, the District Manager and District staff scheduled the date of the Landowners meeting for **Tuesday, April 16, 2024, at 3:00 P.M.**, at the offices of **Lennar Homes, 2100 SE 17th Street, Suite 601, Ocala, FL 34471**, and caused notice thereof to be provided pursuant to Florida law; and

WHEREAS, the Board desires to ratify all the actions taken by the District Manager and District staff in setting the initial landowners meeting in accordance with Section 190.006(2)(A), *Florida Statutes*, for April 16, 2024.

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

SECTION 1. The actions of the District Manager and District staff in scheduling and noticing the landowners meeting in accordance with Section 190.006(2)(A), *Florida Statutes*, to elect five (5) Supervisors of the District, held on April 16, 2024, at 3:00 P.M. at the offices of Lennar Homes, 2100 SE 17th Street, Suite 601, Ocala, FL 34471, are hereby ratified and approved.

SECTION 2. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 3. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED by the Board of Supervisors of the Marion Ranch Community Development District, Marion County, Florida, this 23rd day of January 2024.

ATTEST:

James P. Ward, Secretary

**MARION RANCH COMMUNITY
DEVELOPMENT DISTRICT**

Name: _____
Chairperson / Vice-Chairperson

**INSTRUCTIONS RELATING TO LANDOWNERS' MEETING OF
MARION RANCH COMMUNITY DEVELOPMENT DISTRICT
FOR THE ELECTION OF SUPERVISORS**

DATE: *April 16, 2024*

TIME: *3:00 P.M.*

LOCATION: *Offices of Lennar Homes
2100 SE 17th Street, Suite 601
Ocala, FL 34471*

Pursuant to Chapter 190, *Florida Statutes*, after a Community Development District ("District") has been established and the landowners have held their initial election, there shall be a subsequent landowners meeting for the purpose of electing members of the Board of Supervisors every two years until the District qualifies to have its board members elected by the qualified electors of the District. The following instructions on how all landowners may participate in the election is intended to comply with Section 190.006(2)(b), *Florida Statutes*, as amended.

A landowner may vote in person at the Landowner's Meeting, or the landowner may nominate a proxy holder to vote at the meeting in place of the landowner. Whether in person or by proxy, each landowner shall be entitled to cast one vote per acre of land owned by him or her and located within the District, for each person that the landowner desires to elect to a position on the Board of Supervisors that is open for election for the upcoming.

This is the first landowner's election subsequent to the establishment of the District, and provided by law, there are five (5) seats on the Board will be up for election.

Voting is based on acres owned or platted lots owned. A fraction of an acre shall be treated as one (1) acre, entitling the landowner to one vote with respect thereto. **Please note that a particular parcel of real property is entitled to only one vote for each eligible acre of land or fraction thereof; therefore, two or more people who own real property in common, that is one acre or less, are together entitled to only one vote for that real property.**

At the Landowners Meeting, the first step is to elect a chair for the meeting, who may be any person present at the meeting. The Landowner's shall also elect a secretary for the meeting who may be any person present at the meeting. The secretary shall be responsible for the minutes of the meeting. The chair shall conduct the nominations and the voting. If the chair is a landowner or proxy holder of a landowner, he or she may nominate candidates and make motions and second motions. Candidates must be nominated and then shall be elected by a vote of the landowners. Nominees may be elected only to a position on the Board of Supervisors that is open for election for the upcoming term. The two candidates receiving the highest number of votes shall be elected for a term of four (4) years. The remaining candidates receiving the lesser number of votes shall be elected for a term of two (2) years.

The term of office for each successful candidate shall commence upon election.

A proxy is available upon request. To be valid, each proxy must be signed by one of the legal owners of the property for which the vote is cast and must contain the typed or printed name of the individual who signed the proxy; the street address, legal description of the property or tax parcel identification number; and the number of authorized votes. If the proxy authorizes more than one vote, each property must be listed and the number of acres of each property must be included. The signature on a proxy does not need to be notarized.

OFFICIAL BALLOT

**MARION RANCH COMMUNITY DEVELOPMENT DISTRICT
MARION COUNTY, FLORIDA
LANDOWNERS MEETING – APRIL 16, 2024**

For Election (5 Supervisors): The two (2) candidates receiving the highest number of votes will each receive a four (4) year term, and the remaining candidates shall receive a two (2) year term, with the term of office for each successful candidate commencing upon election.

The undersigned certifies that the undersigned is executing this Official Ballot in his or her individual capacity as landowner, or in his or her capacity as an authorized representative of the entity named below as landowner, (hereinafter, "Landowner") and that Landowner is the fee simple owner of land, or the proxy holder for the fee simple owner of land, located within the Marion Ranch Community Development District and described as follows:

Property Description **324.87 Acreage**

See Exhibit A: Legal Description of CDD

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel. If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

The number of authorized votes for this ballot is: _____

I, _____, in my individual capacity as Landowner; or in my capacity as an authorized representative of Landowner, an entity; or as the proxy holder pursuant to the Landowners Proxy attached hereto, do cast my votes as follows:

NAME OF CANDIDATE	NUMBER OF VOTES
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____

Date: _____ Signed: _____
Printed Name: _____

NOTE: If the fee simple landowner is not an individual, and is instead a corporation, limited liability company, limited partnership or other entity, evidence that the individual signing on behalf of the entity has the authority to do so should be attached hereto. (e.g., bylaws, corporate resolution, etc.).

FREEDOM COMMONS DEVELOPMENT, LLC,
a Delaware limited liability company

By: Armstrong Brothers Development Group, LLC,
a Delaware limited liability company,
its sole Member and Manager

By: Casa Holdings, LLC,
a Florida limited liability company,
its Authorized Member

By: _____
F. Christopher Armstrong, as Manager

LANDOWNER PROXY

**MARION RANCH COMMUNITY DEVELOPMENT DISTRICT
LANDOWNERS MEETING – APRIL 16, 2024**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned hereby constitutes and appoints:

Proxy holder

For and on behalf of the undersigned to vote as proxy at the meeting of the Landowners of the Marion Ranch Community Development District to be held at the offices of **Lennar Homes, 2100 SE 17th Street, Suite 601, Ocala, FL 34471**; said meeting published in a newspaper in Marion County; and at any adjournments thereof, according to the number of acres of unplatte land and/or platted lots owned by the undersigned landowner which the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing which may come before said meeting including, but not limited to, the election of members of the Board of Supervisors and may vote in accordance with their discretion on all matters not known or determined at the time of solicitation of this proxy, which may legally come before the meeting. Any proxy heretofore given by the undersigned for said meeting is hereby revoked. This proxy is to continue in force from the date hereof until the conclusion of the landowners meeting and any adjournment or adjournments thereof but may be revoked at any time by notice thereof, in writing, filed with the Secretary of the Marion Ranch Community Development District.

Signature

Print Name

Date

Property Description

Acreage

SEE ATTACHED EXHIBIT 1

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel. If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

The number of authorized votes for this proxy is: _____

NOTE: If the fee simple landowner is not an individual, and is instead a corporation, limited liability company, limited partnership or other entity, evidence that the individual signing on behalf of the entity has the authority to do so should be attached hereto. (e.g., bylaws, corporate resolution, etc.).

EXHIBIT "A"

**SKETCH OF DESCRIPTION FOR:
FREEDOM COMMONS DEVELOPMENT, LLC
SECTIONS 10 & 15, TOWNSHIP 16 SOUTH, RANGE 21 EAST,
MARION COUNTY, FLORIDA
"MARION RANCH CDD"**

DESCRIPTION:PARCEL 1A

A PORTION OF THE N.W. 1/4 OF SECTION 15, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 15; THENCE ALONG THE WEST BOUNDARY OF SAID SECTION 15, N.00°29'26"E., 2,697.61 FEET TO THE POINT OF BEGINNING. THENCE CONTINUE ALONG SAID WEST BOUNDARY, N.00°26'59"E., 2,587.86 FEET; THENCE DEPARTING SAID WEST BOUNDARY, ALONG THE SOUTH MAINTAINED RIGHT OF WAY LINE OF S.W. 80TH STREET, S.89°35'50"E., 122.49 FEET; THENCE DEPARTING SAID SOUTH MAINTAINED RIGHT OF WAY LINE (PER MARION COUNTY MAINTENANCE MAP RECORDED IN BOOK 1 PAGE 198 (BOOK 2, PAGE 82)), ALONG THE WEST BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1371, PAGE 212 AND OFFICIAL RECORDS BOOK 2208, PAGE 1353 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, S.00°28'16"W., 252.18 FEET TO THE S.W. CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2208, PAGE 1353; THENCE DEPARTING SAID WEST BOUNDARY, ALONG THE SOUTH BOUNDARY OF SAID LANDS, S.89°17'01"E., 138.21 FEET; THENCE DEPARTING SAID SOUTH BOUNDARY, ALONG THE WEST BOUNDARY OF SAID LANDS MARION COUNTY DRAINAGE RETENTION AREA AS DESCRIBED IN OFFICIAL RECORDS BOOK 6558, PAGE 1696 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, S.00°28'39"W., 85.79 FEET; THENCE CONTINUE ALONG SAID WEST BOUNDARY, S.23°40'34"E., 234.10 FEET TO THE S.W. CORNER OF SAID LANDS; THENCE DEPARTING SAID WEST BOUNDARY, ALONG THE SOUTH BOUNDARY OF SAID LANDS, S.89°25'38"E., 238.88 FEET; THENCE DEPARTING SAID SOUTH BOUNDARY, ALONG THE WESTERLY RIGHT OF WAY LINE OF S.W. 49TH AVENUE RD, THE FOLLOWING FOUR (4) COURSES: (1.) S.00°33'50"W., 1,062.91 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 2,804.79 FEET, A CENTRAL ANGLE OF 13°51'41", AND A CHORD BEARING AND DISTANCE OF S.07°29'18"W., 676.90 FEET; (2.) THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE AND SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 678.55 FEET TO A POINT OF TANGENCY; (3.) THENCE S.29°52'09"W., 50.55 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 2,791.79 FEET, A CENTRAL ANGLE OF 05°12'15", AND A CHORD BEARING AND DISTANCE OF S.18°01'29"W.,

CONTINUE NEXT PAGE....

NOTES:

1. DATE OF SKETCH: MAY 24, 2023.
2. SUBJECT TO RIGHTS OF WAY, RESTRICTIONS, EASEMENTS AND RESERVATIONS OF RECORD.
3. UNLESS OTHERWISE SHOWN, UNDERGROUND IMPROVEMENTS NOT LOCATED.
4. PUBLIC RECORDS NOT SEARCHED BY JCH CONSULTING GROUP, INC.
5. BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM OF 1983 (NAD 83), WITH 2011 ADJUSTMENT AS DERIVED FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION VIRTUAL REFERENCE STATION NETWORK.
6. ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
7. THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE BENEFIT OF THE PARTY(IES) NAMED HEREON, AND SHALL NOT BE DUPLICATED OR RELIED UPON BY ANY OTHER INDIVIDUAL OR ENTITY WITHOUT AUTHORIZATION FROM JCH CONSULTING GROUP, INC.

LEGEND:

	LINE BREAK
R/W	RIGHT-OF-WAY
CONC.	CONCRETE
LS	LAND SURVEYOR
LB	LICENSED BUSINESS
NO.	NUMBER
Q	CENTERLINE
P.C.	POINT OF CURVATURE
P.I.	POINT OF INTERSECTION
L	ARC LENGTH
R	RADIUS
Δ	DELTA (CENTRAL ANGLE)
CB	CHORD BEARING
CH	CHORD DISTANCE
○	CHANGE IN DIRECTION

****NOTE: THIS IS NOT A SURVEY****

SHEET 1 OF 5
ONE IS NOT COMPLETE
WITHOUT THE OTHERS

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE SKETCH REPRESENTED HEREON MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050-052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

Chris Howson

05/26/2023

CHRISTOPHER J. HOWSON, P.S.M., C.F.M. - LS 6553
OF JCH CONSULTING GROUP, INC.

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

Drawing name: Z:\Projects\210239 Armstrong 603 Ac Land Trust; Freedom Commons; Marion Ranch\DWG\Sketch\Marion Ranch CDD\210239SK (CDD).dwg SHEET 1 May 26, 2023 8:49am by: Administrator



DRAWN:	C.J.H.	J.O.# 210239
REVISED:		DWG.# 210239SK (CDD)
CHECKED:	C.J.H.	SHEET 1 OF 5
APPROVED:	C.J.H.	MARION RANCH CDD
SCALE: 1" = 700'		COPYRIGHT © MAY, 2023

**SKETCH OF DESCRIPTION FOR:
FREEDOM COMMONS DEVELOPMENT, LLC
SECTIONS 10 & 15, TOWNSHIP 16 SOUTH, RANGE 21 EAST,
MARION COUNTY, FLORIDA
"MARION RANCH CDD"**

DESCRIPTION:

CONTINUE...

253.49 FEET; (4.) THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE AND SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 253.57 FEET TO A POINT OF COMPOUND CURVATURE WITH A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF $70^{\circ}03'36''$, AND A CHORD BEARING AND DISTANCE OF S. $55^{\circ}39'24''$ W., 28.70 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND THE NORTH RIGHT OF WAY LINE OF S.W. 85TH STREET, A DISTANCE OF 30.57 FEET TO THE END OF SAID CURVE; THENCE CONTINUE ALONG SAID NORTH RIGHT OF WAY LINE, N. $89^{\circ}18'48''$ W., 385.12 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 29.10 ACRES, MORE OR LESS.

PARCEL 1B

A PORTION OF THE N.W. 1/4 AND A PORTION OF THE S.W. 1/4 OF THE N.E. 1/4 AND A PORTION OF THE WEST 1/2 OF THE S.E. 1/4 OF SECTION 15, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 15; THENCE ALONG THE WEST BOUNDARY OF SAID SECTION 15, N. $00^{\circ}29'26''$ E., 2,697.61 FEET; THENCE DEPARTING SAID WEST BOUNDARY, S. $89^{\circ}19'51''$ E., 579.07 FEET TO THE POINT OF BEGINNING. THENCE ALONG THE NORTH RIGHT OF WAY LINE OF S.W. 85TH STREET, N. $65^{\circ}31'41''$ W., 15.18 FEET; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, ALONG THE EASTERN RIGHT OF WAY LINE S.W. 49TH AVENUE RD THE FOLLOWING FIVE (5) COURSES: (1.) N. $19^{\circ}52'36''$ E., 1.85 FEET; (2.) THENCE N. $11^{\circ}14'01''$ W., 25.42 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 2,929.79 FEET, A CENTRAL ANGLE OF $18^{\circ}45'47''$, AND A CHORD BEARING AND DISTANCE OF N. $09^{\circ}56'11''$ E., 955.16 FEET; (3.) THENCE NORTHERLY ALONG THE ARC OF SAID CURVE AND SAID EASTERN RIGHT OF WAY LINE, A DISTANCE OF 959.44 FEET TO THE END OF SAID CURVE; (4.) THENCE N. $00^{\circ}33'39''$ E., 1,583.63 FEET; (5.) THENCE N. $41^{\circ}26'34''$ E., 42.61 FEET; THENCE DEPARTING SAID EASTERN RIGHT OF WAY LINE, ALONG THE SOUTH RIGHT OF WAY LINE OF S.W. 80TH STREET THE FOLLOWING THREE (3) COURSES: (1.) S. $89^{\circ}34'37''$ E., 564.40 FEET; (2.) THENCE N. $87^{\circ}19'09''$ E., 149.32 FEET; (3.) THENCE S. $89^{\circ}42'25''$ E., 1,164.73 FEET TO THE NORTH 1/4 CORNER OF SAID SECTION 15; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE, ALONG THE EAST BOUNDARY OF THE N.W. 1/4 OF SAID SECTION 15, S. $00^{\circ}22'46''$ W., 1,325.47 FEET TO THE NORTHWEST CORNER OF THE S.W. 1/4 OF THE N.E. 1/4 OF SAID SECTION 15; THENCE DEPARTING THE SAID EAST BOUNDARY, ALONG THE NORTH BOUNDARY OF THE S.W. 1/4 OF THE N.E. 1/4 OF SAID SECTION 15; S. $89^{\circ}16'26''$ E., 1,314.80 FEET TO THE NORTHEAST CORNER OF THE S.W. 1/4 OF THE N.E. 1/4 OF SAID SECTION 15; THENCE DEPARTING SAID NORTH BOUNDARY, ALONG THE EAST BOUNDARY OF THE S.W. 1/4 OF THE N.E. 1/4 OF SAID SECTION 15, S. $00^{\circ}20'44''$ W., 1,324.68 FEET TO THE SOUTHEAST CORNER OF THE S.W. 1/4 OF THE N.E. 1/4 OF SAID SECTION 15; THENCE DEPARTING THE EAST BOUNDARY OF THE S.W. 1/4 OF THE N.E. 1/4 OF SAID SECTION 15, ALONG THE WEST BOUNDARY OF THE EAST 1/2 OF THE S.E. 1/4 OF SAID SECTION 15, S. $00^{\circ}20'50''$ W., 34.15 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 960.00 FEET, A CENTRAL ANGLE OF $16^{\circ}17'44''$, AND A CHORD BEARING AND DISTANCE OF N. $81^{\circ}48'34''$ W., 272.12 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE AND AFOREMENTIONED NORTH RIGHT OF WAY LINE OF S.W. 85TH STREET, A DISTANCE OF 273.04 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 1,040.00 FEET, A CENTRAL ANGLE OF $15^{\circ}38'44''$, AND A CHORD BEARING AND DISTANCE OF N. $81^{\circ}29'04''$ W., 283.11 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, AND SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 283.99 FEET TO A POINT OF TANGENCY; THENCE CONTINUE ALONG SAID NORTH RIGHT OF WAY LINE, N. $89^{\circ}18'26''$ W., 2,817.22 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 154.58 ACRES, MORE OR LESS.

CONTINUE NEXT PAGE....

NOTE: THIS IS NOT A SURVEY

SHEET 2 OF 5

ONE IS NOT COMPLETE
WITHOUT THE OTHERS

Drawing name: Z:\Projects\210239 Armstrong 603 Ac Land Trust; Freedom Commons; Marion Ranch\DWG\Sketch\Marion Ranch CDD\210239SK (CDD).dwg SHEET 2 May 26, 2023 8:49am by: Administrator



JCH

CONSULTING GROUP, INC.

L AND D E V E L O P M E N T + S U R V E Y I N G & M A P P I N G

P L A N N I N G + E N V I R O N M E N T A L + G . I . S .

CERTIFICATE OF AUTHORIZATION NO. LB 8071 CHRISTOPHER J. HOWSON, P.S.M., C.F.M. - LS 6553
426 SW 15TH STREET, OCALA, FLORIDA 34471
PHONE (352) 405-1482 www.JCHcg.com

DRAWN:	C.J.H.	J.O. # 210239
REVISED:		DWG. # 210239SK (CDD)
CHECKED:	C.J.H.	SHEET 2 OF 5
APPROVED:	C.J.H.	MARION RANCH CDD
SCALE: 1" = 700'		COPYRIGHT © MAY, 2023

**SKETCH OF DESCRIPTION FOR:
FREEDOM COMMONS DEVELOPMENT, LLC
SECTIONS 10 & 15, TOWNSHIP 16 SOUTH, RANGE 21 EAST,
MARION COUNTY, FLORIDA
"MARION RANCH CDD"**

DESCRIPTION:

CONTINUE...

PARCEL 1C

A PORTION OF THE WEST 1/2 OF THE S.E. 1/4 OF SECTION 15, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 15; THENCE ALONG THE WEST BOUNDARY OF SAID SECTION 15, N.00°29'26"E., 2,617.84 FEET TO THE SOUTH RIGHT OF WAY OF S.W. 85TH STREET; THENCE ALONG THE SOUTH RIGHT OF WAY LINE OF SAID S.W. 85TH STREET, S.89°18'26"E., 2,630.49 FEET TO THE POINT OF BEGINNING. THENCE CONTINUE ALONG SAID SOUTH RIGHT OF WAY LINE THE FOLLOWING THREE (3) COURSES: (1.) S.89°18'26"E., 765.52 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 960.00 FEET, A CENTRAL ANGLE OF 15°38'44", AND A CHORD BEARING AND DISTANCE OF S.81°29'04"E., 261.33 FEET; (2.) THENCE EASTERLY ALONG THE ARC OF SAID CURVE AND SAID RIGHT OF WAY LINE, A DISTANCE OF 262.14 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORtherly, HAVING A RADIUS OF 1,040.00 FEET, A CENTRAL ANGLE OF 16°16'21", AND A CHORD BEARING AND DISTANCE OF S.81°47'53"E., 294.38 FEET; (3.) THENCE EASTERLY ALONG THE ARC OF SAID CURVE AND SAID RIGHT OF WAY LINE, A DISTANCE OF 295.37 FEET TO A POINT OF TANGENCY; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE, ALONG THE WEST BOUNDARY OF THE EAST 1/2 OF THE S.E. 1/4 OF SAID SECTION 15, S.00°20'50"W., 2,077.69 FEET TO THE NORTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6558, PAGE 1722 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE DEPARTING THE WEST BOUNDARY OF THE EAST 1/2 OF THE S.E. 1/4 OF SAID SECTION 15, ALONG THE NORTH BOUNDARY OF SAID LANDS, N.89°26'01"W., 417.39 FEET TO THE N.W. CORNER OF SAID LANDS; THENCE DEPARTING THE NORTH BOUNDARY OF SAID LANDS, ALONG THE WEST BOUNDARY OF SAID LANDS, S.00°20'42"W., 417.42 FEET; THENCE DEPARTING THE SOUTH BOUNDARY OF SAID LANDS, ALONG THE NORTH RIGHT OF WAY LINE OF S.W. 90TH STREET, N.89°26'01"W., 900.31 FEET; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, ALONG THE WEST BOUNDARY OF THE S.E. 1/4 OF SAID SECTION 15, N.00°23'20"E., 1078.29 FEET TO THE SOUTHERLY BOUNDARY OF A DRAINAGE RETENTION AREA AS DESCRIBED ON EXHIBIT "2" PER OFFICIAL RECORDS BOOK 6813, PAGE 681 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE DEPARTING SAID WEST BOUNDARY, ALONG THE SOUTHERLY, EASTERLY, AND NORtherly BOUNDARY OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6813, PAGE 681 THE FOLLOWING FIVE (5) COURSES: (1.) S.89°36'50"E., 615.58 FEET; (2.) THENCE N.00°23'12"E., 474.55 FEET; (3.) THENCE N.89°36'40"W., 110.34 FEET; (4.) THENCE N.00°29'02"E., 205.00 FEET; (5.) THENCE N.89°36'40"W., 505.56 FEET TO THE AFORESAID WESTERLY OF THE S.E. 1/4 OF SECTION 15; THENCE DEPARTING SAID NORtherly BOUNDARY, ALONG SAID WESTERLY BOUNDARY, THENCE N.00°23'20"E., 814.18 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 64.14 ACRES, MORE OR LESS.

PARCEL 2

A PORTION OF THE S.W. 1/4 OF THE S.E. 1/4 AND A PORTION OF THE S.E. 1/4 OF THE S.W. 1/4 OF SECTION 10, TOWNSHIP 16 SOUTH, RANGE 21 EAST, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE S.W. 1/4 OF THE S.E. 1/4 OF SAID SECTION 10; THENCE ALONG THE NORtherly BOUNDARY OF THE S.W. 1/4 OF THE S.E. 1/4 OF SAID SECTION 10, S.89°10'47"E., 1,309.46 FEET TO THE NORTHEAST CORNER OF THE S.W. 1/4 OF THE S.E. 1/4 OF SAID SECTION 10; THENCE DEPARTING SAID NORtherly BOUNDARY, ALONG THE EASTERLY BOUNDARY OF THE S.W. 1/4 OF THE S.E. 1/4 OF SAID SECTION 10, S.00°33'41"W., 1,275.21 FEET; THENCE DEPARTING SAID EASTERLY BOUNDARY, ALONG THE NORtherly MAINTAINED RIGHT OF WAY LINE OF S.W. 80TH STREET (PER MARION COUNTY MAINTENANCE MAP RECORDED IN BOOK 1 PAGE 198 (BOOK 2, PAGE 82)), N.89°19'23"W., 1,313.07 FEET TO A POINT ON THE WESTERLY BOUNDARY OF THE S.W. 1/4 OF THE S.E. 1/4 OF SAID SECTION 10; THENCE CONTINUE ALONG SAID NORtherly MAINTAINED RIGHT OF WAY LINE, N.89°14'07"W., 1,313.69 FEET; THENCE DEPARTING SAID NORtherly MAINTAINED RIGHT OF WAY LINE, ALONG THE WESTERLY BOUNDARY OF THE S.E. 1/4 OF THE S.W. 1/4 OF SAID SECTION 10, N.00°38'06"E., 1,280.09 FEET TO THE N.W. CORNER OF THE S.E. 1/4 OF THE S.W. 1/4 OF SAID SECTION 10; THENCE DEPARTING SAID WESTERLY BOUNDARY, ALONG THE NORtherly BOUNDARY OF THE S.E. 1/4 OF THE S.W. 1/4 OF SAID SECTION 10, S.89°09'56"E., 1,315.67 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 77.05 ACRES, MORE OR LESS.

NOTE: THIS IS NOT A SURVEY

SHEET 3 OF 5

ONE IS NOT COMPLETE
WITHOUT THE OTHERS

Drawing name: Z:\Projects\210239 Armstrong 603 Ac Land Trust; Freedom Commons; Marion Ranch\DWG\Sketch\Marion Ranch CDD\210239SK (CDD).dwg SHEET 3 May 26, 2023 8:50am by: Administrator



DRAWN:	C.J.H.	J.O. # 210239
REVISED:		DWG. # 210239SK (CDD)
CHECKED:	C.J.H.	SHEET 3 OF 5
APPROVED:	C.J.H.	MARION RANCH CDD
SCALE: 1" = 700'		COPYRIGHT © MAY, 2023

**SKETCH OF DESCRIPTION FOR:
FREEDOM COMMONS DEVELOPMENT, LLC
SECTIONS 10 & 15, TOWNSHIP 16 SOUTH, RANGE 21 EAST,
MARION COUNTY, FLORIDA
"MARION RANCH CDD"**

LINE TABLE		
LINE	BEARING	LENGTH
L3	N89°18'48"W	385.12
L4	N0°26'59"E	2587.86
L5	S89°35'50"E	122.49
L6	S0°28'16"W	252.18
L7	S89°17'01"E	138.21
L8	S0°28'39"W	85.79
L9	S23°40'34"E	234.10
L10	S89°25'38"E	238.88
L11	S0°33'50"W	1062.91
L13	S29°52'09"W	50.55
L15	S0°20'44"W	1324.68
L16	S0°20'50"W	34.15
L19	N89°18'26"W	2817.22
L20	N65°31'41"W	15.18
L21	N19°52'36"E	1.85
L22	N11°14'01"W	25.42
L24	N0°33'39"E	1583.63
L25	N41°26'34"E	42.61
L26	S89°34'37"E	564.40
L27	N87°19'09"E	149.32
L28	S89°42'25"E	1164.73

LINE TABLE		
LINE	BEARING	LENGTH
L29	S0°22'46"W	1325.47
L30	S89°16'26"E	1314.80
L31	S0°20'50"W	2077.69
L32	N89°26'01"W	417.39
L33	S0°20'42"W	417.42
L34	N89°26'01"W	900.31
L35	N0°23'20"E	1078.29
L36	S89°36'50"E	615.58
L37	N0°23'12"E	474.55
L38	N89°36'40"W	110.34
L39	N0°29'02"E	205.00
L40	N89°36'40"W	505.56
L41	N0°23'20"E	814.18
L42	S89°18'26"E	765.52
L45	N89°14'07"W	1313.69
L46	N0°38'06"E	1280.09
L47	S89°09'56"E	1315.67
L48	S89°10'47"E	1309.46
L49	S0°33'41"W	1275.21
L50	N89°19'23"W	1313.07
L51	S89°19'51"E	579.07

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C1	30.57	25.00	070°03'36"	28.70	S55°39'24"W
C2	678.55	2804.79	013°51'41"	676.90	S07°29'18"W
C3	253.57	2791.79	005°12'15"	253.49	S18°01'29"W
C4	273.04	960.00	016°17'44"	272.12	N81°48'34"W
C5	283.99	1040.00	015°38'44"	283.11	N81°29'04"W
C6	959.44	2929.79	018°45'47"	955.16	N09°56'11"E
C7	262.14	960.00	015°38'44"	261.33	S81°29'04"E
C8	295.37	1040.00	016°16'21"	294.38	S81°47'53"E

NOTE: THIS IS NOT A SURVEY
SHEET 5 OF 5
ONE IS NOT COMPLETE
WITHOUT THE OTHERS

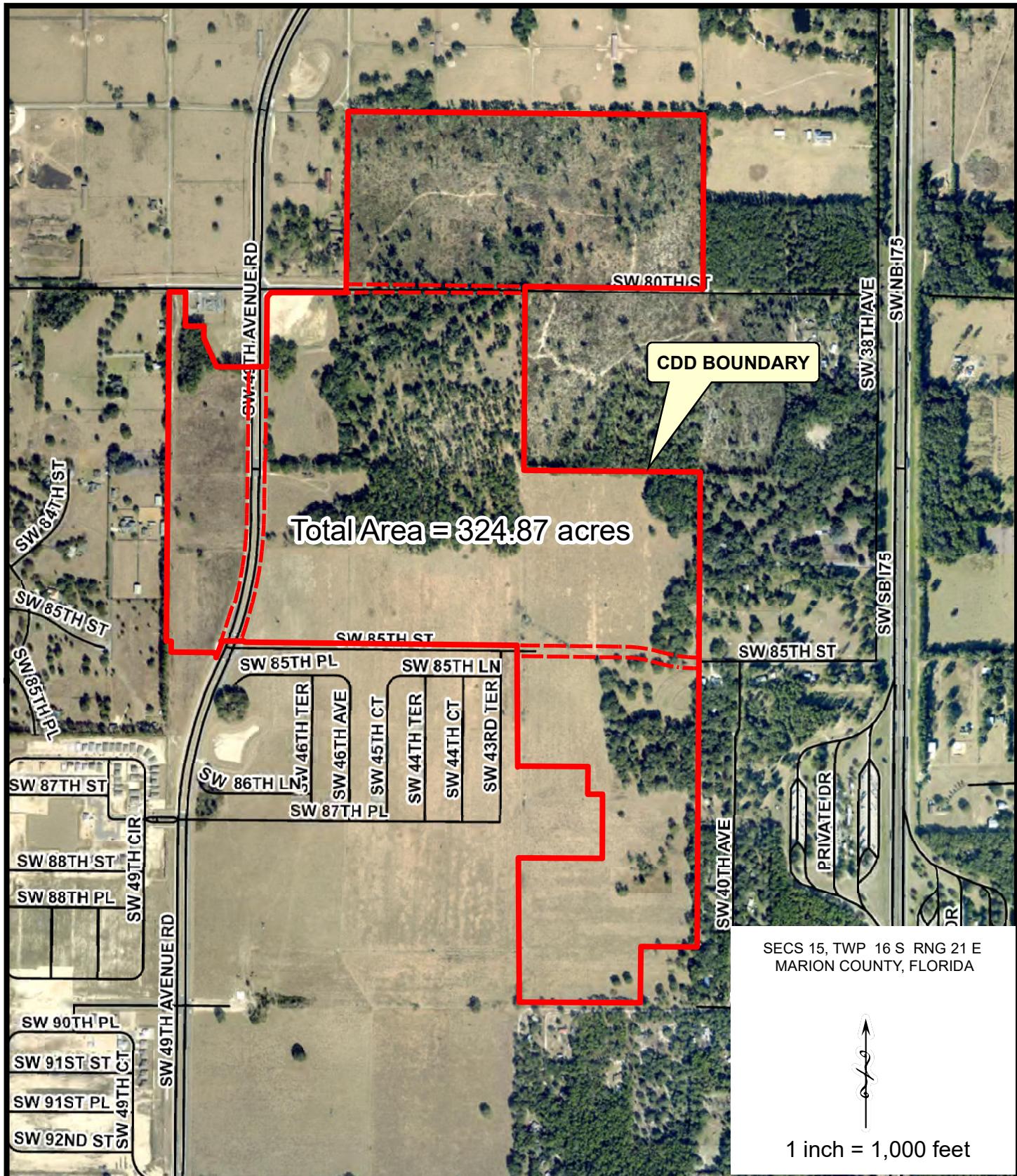


JCH

CONSULTING GROUP, INC.

LAND DEVELOPMENT + SURVEYING & MAPPING
PLANNING + ENVIRONMENTAL + G.I.S.
CERTIFICATE OF AUTHORIZATION NO. LB 8071 CHRISTOPHER J. HOWSON, P.S.M., C.F.M. - LS 6553
426 SW 15TH STREET, OCALA, FLORIDA 34471
PHONE (352) 405-1482 www.JCHcg.com

DRAWN:	C.J.H.	J.O. # 210239
REVISED:		DWG. # 210239SK (CDD)
CHECKED:	C.J.H.	SHEET 5 OF 5
APPROVED:	C.J.H.	MARION RANCH CDD
SCALE:	1" = 700'	COPYRIGHT © MAY, 2023



Tillman & Associates
ENGINEERING, LLC.

Marion Ranch CDD
Marion County
Aerial Location Map

DATE	6/14/2023
DRAWN BY	ATQ
CHKD. BY	RS
JOB NO.	N/A
SHT. 1	OF 1

RESOLUTION 2024-16

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

RECITALS

WHEREAS, the Marion Ranch Community Development District ("District") is a local unit of special-purpose government creating and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Marion County, Florida; and

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

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

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

SECTION 1. PUBLIC HEARING. A Public Hearing will be held to adopt the Uniform Method on April 16, 2024, at 3:00 P.M., at the offices of Lennar Homes, 2100 SE 17th Street, Suite 601, Ocala, FL 34471.

SECTION 2. PROPERTY SUBJECT TO THE LEVY. The property subject to the levy of assessments of the District include all the property within the boundaries of the District, as shown on **Exhibit A**, attached hereto and made a part of this Resolution.

SECTION 3. PUBLICATION. The District Manager is hereby directed to publish notice of the hearing in accordance with Section 197.3632, *Florida Statutes*.

SECTION 4. SEVERABILITY AND INVALID PROVISIONS. If any one of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contract to the policy of express law, but not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void

RESOLUTION 2024-16

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

and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of the other provisions hereof.

SECTION 5. CONFLICT. That all Sections or parts of Sections of any Resolutions, Agreements, or actions of the Board of Supervisors in conflict are hereby repealed to the extent of such conflict.

SECTION 6. PROVIDING FOR AN EFFECTIVE DATE. This Resolution shall become effective immediately upon passage.

PASSED AND ADOPTED by the Board of Supervisors of the Marion Ranch Community Development District, Marion County, Florida, this 23rd day of January 2024.

ATTEST:

James P. Ward, Secretary

**MARION RANCH COMMUNITY
DEVELOPMENT DISTRICT**

Name: _____
Chairperson / Vice-Chairperson

Exhibit A: Legal Description of Property

**SKETCH OF DESCRIPTION FOR:
FREEDOM COMMONS DEVELOPMENT, LLC
SECTIONS 10 & 15, TOWNSHIP 16 SOUTH, RANGE 21 EAST,
MARION COUNTY, FLORIDA
"MARION RANCH CDD"**

DESCRIPTION:PARCEL 1A

A PORTION OF THE N.W. 1/4 OF SECTION 15, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 15; THENCE ALONG THE WEST BOUNDARY OF SAID SECTION 15, N.00°29'26"E., 2,697.61 FEET TO THE POINT OF BEGINNING. THENCE CONTINUE ALONG SAID WEST BOUNDARY, N.00°26'59"E., 2,587.86 FEET; THENCE DEPARTING SAID WEST BOUNDARY, ALONG THE SOUTH MAINTAINED RIGHT OF WAY LINE OF S.W. 80TH STREET, S.89°35'50"E., 122.49 FEET; THENCE DEPARTING SAID SOUTH MAINTAINED RIGHT OF WAY LINE (PER MARION COUNTY MAINTENANCE MAP RECORDED IN BOOK 1 PAGE 198 (BOOK 2, PAGE 82)), ALONG THE WEST BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1371, PAGE 212 AND OFFICIAL RECORDS BOOK 2208, PAGE 1353 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, S.00°28'16"W., 252.18 FEET TO THE S.W. CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2208, PAGE 1353; THENCE DEPARTING SAID WEST BOUNDARY, ALONG THE SOUTH BOUNDARY OF SAID LANDS, S.89°17'01"E., 138.21 FEET; THENCE DEPARTING SAID SOUTH BOUNDARY, ALONG THE WEST BOUNDARY OF SAID LANDS MARION COUNTY DRAINAGE RETENTION AREA AS DESCRIBED IN OFFICIAL RECORDS BOOK 6558, PAGE 1696 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, S.00°28'39"W., 85.79 FEET; THENCE CONTINUE ALONG SAID WEST BOUNDARY, S.23°40'34"E., 234.10 FEET TO THE S.W. CORNER OF SAID LANDS; THENCE DEPARTING SAID WEST BOUNDARY, ALONG THE SOUTH BOUNDARY OF SAID LANDS, S.89°25'38"E., 238.88 FEET; THENCE DEPARTING SAID SOUTH BOUNDARY, ALONG THE WESTERLY RIGHT OF WAY LINE OF S.W. 49TH AVENUE RD, THE FOLLOWING FOUR (4) COURSES: (1.) S.00°33'50"W., 1,062.91 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 2,804.79 FEET, A CENTRAL ANGLE OF 13°51'41", AND A CHORD BEARING AND DISTANCE OF S.07°29'18"W., 676.90 FEET; (2.) THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE AND SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 678.55 FEET TO A POINT OF TANGENCY; (3.) THENCE S.29°52'09"W., 50.55 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 2,791.79 FEET, A CENTRAL ANGLE OF 05°12'15", AND A CHORD BEARING AND DISTANCE OF S.18°01'29"W.,

CONTINUE NEXT PAGE....

NOTES:

1. DATE OF SKETCH: MAY 24, 2023.
2. SUBJECT TO RIGHTS OF WAY, RESTRICTIONS, EASEMENTS AND RESERVATIONS OF RECORD.
3. UNLESS OTHERWISE SHOWN, UNDERGROUND IMPROVEMENTS NOT LOCATED.
4. PUBLIC RECORDS NOT SEARCHED BY JCH CONSULTING GROUP, INC.
5. BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM OF 1983 (NAD 83), WITH 2011 ADJUSTMENT AS DERIVED FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION VIRTUAL REFERENCE STATION NETWORK.
6. ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
7. THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE BENEFIT OF THE PARTY(IES) NAMED HEREON, AND SHALL NOT BE DUPLICATED OR RELIED UPON BY ANY OTHER INDIVIDUAL OR ENTITY WITHOUT AUTHORIZATION FROM JCH CONSULTING GROUP, INC.

LEGEND:

	LINE BREAK
R/W	RIGHT-OF-WAY
CONC.	CONCRETE
LS	LAND SURVEYOR
LB	LICENSED BUSINESS
NO.	NUMBER
Q	CENTERLINE
P.C.	POINT OF CURVATURE
P.I.	POINT OF INTERSECTION
L	ARC LENGTH
R	RADIUS
Δ	DELTA (CENTRAL ANGLE)
CB	CHORD BEARING
CH	CHORD DISTANCE
○	CHANGE IN DIRECTION

NOTE: THIS IS NOT A SURVEY

SHEET 1 OF 5
ONE IS NOT COMPLETE
WITHOUT THE OTHERS

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE SKETCH REPRESENTED HEREON MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050-052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

Chris Howson

05/26/2023

CHRISTOPHER J. HOWSON, P.S.M., C.F.M. - LS 6553
OF JCH CONSULTING GROUP, INC.

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

Drawing name: Z:\Projects\210239 Armstrong 603 Ac Land Trust; Freedom Commons; Marion Ranch\DWG\Sketch\Marion Ranch CDD\210239SK (CDD).dwg SHEET 1 May 26, 2023 8:49am by: Administrator



DRAWN:	C.J.H.	J.O.# 210239
REVISED:		DWG.# 210239SK (CDD)
CHECKED:	C.J.H.	SHEET 1 OF 5
APPROVED:	C.J.H.	MARION RANCH CDD
SCALE: 1" = 700'		COPYRIGHT © MAY, 2023

**SKETCH OF DESCRIPTION FOR:
FREEDOM COMMONS DEVELOPMENT, LLC
SECTIONS 10 & 15, TOWNSHIP 16 SOUTH, RANGE 21 EAST,
MARION COUNTY, FLORIDA
"MARION RANCH CDD"**

DESCRIPTION:

CONTINUE...

253.49 FEET; (4.) THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE AND SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 253.57 FEET TO A POINT OF COMPOUND CURVATURE WITH A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF $70^{\circ}03'36''$, AND A CHORD BEARING AND DISTANCE OF S. $55^{\circ}39'24''$ W., 28.70 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND THE NORTH RIGHT OF WAY LINE OF S.W. 85TH STREET, A DISTANCE OF 30.57 FEET TO THE END OF SAID CURVE; THENCE CONTINUE ALONG SAID NORTH RIGHT OF WAY LINE, N. $89^{\circ}18'48''$ W., 385.12 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 29.10 ACRES, MORE OR LESS.

PARCEL 1B

A PORTION OF THE N.W. 1/4 AND A PORTION OF THE S.W. 1/4 OF THE N.E. 1/4 AND A PORTION OF THE WEST 1/2 OF THE S.E. 1/4 OF SECTION 15, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 15; THENCE ALONG THE WEST BOUNDARY OF SAID SECTION 15, N. $00^{\circ}29'26''$ E., 2,697.61 FEET; THENCE DEPARTING SAID WEST BOUNDARY, S. $89^{\circ}19'51''$ E., 579.07 FEET TO THE POINT OF BEGINNING. THENCE ALONG THE NORTH RIGHT OF WAY LINE OF S.W. 85TH STREET, N. $65^{\circ}31'41''$ W., 15.18 FEET; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, ALONG THE EASTERN RIGHT OF WAY LINE S.W. 49TH AVENUE RD THE FOLLOWING FIVE (5) COURSES: (1.) N. $19^{\circ}52'36''$ E., 1.85 FEET; (2.) THENCE N. $11^{\circ}14'01''$ W., 25.42 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 2,929.79 FEET, A CENTRAL ANGLE OF $18^{\circ}45'47''$, AND A CHORD BEARING AND DISTANCE OF N. $09^{\circ}56'11''$ E., 955.16 FEET; (3.) THENCE NORTHERLY ALONG THE ARC OF SAID CURVE AND SAID EASTERN RIGHT OF WAY LINE, A DISTANCE OF 959.44 FEET TO THE END OF SAID CURVE; (4.) THENCE N. $00^{\circ}33'39''$ E., 1,583.63 FEET; (5.) THENCE N. $41^{\circ}26'34''$ E., 42.61 FEET; THENCE DEPARTING SAID EASTERN RIGHT OF WAY LINE, ALONG THE SOUTH RIGHT OF WAY LINE OF S.W. 80TH STREET THE FOLLOWING THREE (3) COURSES: (1.) S. $89^{\circ}34'37''$ E., 564.40 FEET; (2.) THENCE N. $87^{\circ}19'09''$ E., 149.32 FEET; (3.) THENCE S. $89^{\circ}42'25''$ E., 1,164.73 FEET TO THE NORTH 1/4 CORNER OF SAID SECTION 15; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE, ALONG THE EAST BOUNDARY OF THE N.W. 1/4 OF SAID SECTION 15, S. $00^{\circ}22'46''$ W., 1,325.47 FEET TO THE NORTHWEST CORNER OF THE S.W. 1/4 OF THE N.E. 1/4 OF SAID SECTION 15; THENCE DEPARTING THE SAID EAST BOUNDARY, ALONG THE NORTH BOUNDARY OF THE S.W. 1/4 OF THE N.E. 1/4 OF SAID SECTION 15; S. $89^{\circ}16'26''$ E., 1,314.80 FEET TO THE NORTHEAST CORNER OF THE S.W. 1/4 OF THE N.E. 1/4 OF SAID SECTION 15; THENCE DEPARTING SAID NORTH BOUNDARY, ALONG THE EAST BOUNDARY OF THE S.W. 1/4 OF THE N.E. 1/4 OF SAID SECTION 15, S. $00^{\circ}20'44''$ W., 1,324.68 FEET TO THE SOUTHEAST CORNER OF THE S.W. 1/4 OF THE N.E. 1/4 OF SAID SECTION 15; THENCE DEPARTING THE EAST BOUNDARY OF THE S.W. 1/4 OF THE N.E. 1/4 OF SAID SECTION 15, ALONG THE WEST BOUNDARY OF THE EAST 1/2 OF THE S.E. 1/4 OF SAID SECTION 15, S. $00^{\circ}20'50''$ W., 34.15 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 960.00 FEET, A CENTRAL ANGLE OF $16^{\circ}17'44''$, AND A CHORD BEARING AND DISTANCE OF N. $81^{\circ}48'34''$ W., 272.12 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE AND AFOREMENTIONED NORTH RIGHT OF WAY LINE OF S.W. 85TH STREET, A DISTANCE OF 273.04 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 1,040.00 FEET, A CENTRAL ANGLE OF $15^{\circ}38'44''$, AND A CHORD BEARING AND DISTANCE OF N. $81^{\circ}29'04''$ W., 283.11 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, AND SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 283.99 FEET TO A POINT OF TANGENCY; THENCE CONTINUE ALONG SAID NORTH RIGHT OF WAY LINE, N. $89^{\circ}18'26''$ W., 2,817.22 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 154.58 ACRES, MORE OR LESS.

CONTINUE NEXT PAGE....

NOTE: THIS IS NOT A SURVEY

SHEET 2 OF 5

ONE IS NOT COMPLETE
WITHOUT THE OTHERS

Drawing name: Z:\Projects\210239 Armstrong 603 Ac Land Trust; Freedom Commons; Marion Ranch\DWG\Sketch\Marion Ranch CDD\210239SK (CDD).dwg SHEET 2 May 26, 2023 8:49am by: Administrator



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CONSULTING GROUP, INC.

LAND DEVELOPMENT + SURVEYING & MAPPING
PLANNING + ENVIRONMENTAL + G.I.S.
CERTIFICATE OF AUTHORIZATION NO. LB 8071 CHRISTOPHER J. HOWSON, P.S.M., C.F.M. - LS 6553
426 SW 15TH STREET, OCALA, FLORIDA 34471
PHONE (352) 405-1482 www.JCHcg.com

DRAWN:	C.J.H.	J.O. # 210239
REVISED:		DWG. # 210239SK (CDD)
CHECKED:	C.J.H.	SHEET 2 OF 5
APPROVED:	C.J.H.	MARION RANCH CDD
SCALE: 1" = 700'		COPYRIGHT © MAY, 2023

**SKETCH OF DESCRIPTION FOR:
FREEDOM COMMONS DEVELOPMENT, LLC
SECTIONS 10 & 15, TOWNSHIP 16 SOUTH, RANGE 21 EAST,
MARION COUNTY, FLORIDA
"MARION RANCH CDD"**

DESCRIPTION:

CONTINUE...

PARCEL 1C

A PORTION OF THE WEST 1/2 OF THE S.E. 1/4 OF SECTION 15, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 15; THENCE ALONG THE WEST BOUNDARY OF SAID SECTION 15, N.00°29'26"E., 2,617.84 FEET TO THE SOUTH RIGHT OF WAY OF S.W. 85TH STREET; THENCE ALONG THE SOUTH RIGHT OF WAY LINE OF SAID S.W. 85TH STREET, S.89°18'26"E., 2,630.49 FEET TO THE POINT OF BEGINNING. THENCE CONTINUE ALONG SAID SOUTH RIGHT OF WAY LINE THE FOLLOWING THREE (3) COURSES: (1.) S.89°18'26"E., 765.52 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 960.00 FEET, A CENTRAL ANGLE OF 15°38'44", AND A CHORD BEARING AND DISTANCE OF S.81°29'04"E., 261.33 FEET; (2.) THENCE EASTERLY ALONG THE ARC OF SAID CURVE AND SAID RIGHT OF WAY LINE, A DISTANCE OF 262.14 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORtherly, HAVING A RADIUS OF 1,040.00 FEET, A CENTRAL ANGLE OF 16°16'21", AND A CHORD BEARING AND DISTANCE OF S.81°47'53"E., 294.38 FEET; (3.) THENCE EASTERLY ALONG THE ARC OF SAID CURVE AND SAID RIGHT OF WAY LINE, A DISTANCE OF 295.37 FEET TO A POINT OF TANGENCY; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE, ALONG THE WEST BOUNDARY OF THE EAST 1/2 OF THE S.E. 1/4 OF SAID SECTION 15, S.00°20'50"W., 2,077.69 FEET TO THE NORTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6558, PAGE 1722 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE DEPARTING THE WEST BOUNDARY OF THE EAST 1/2 OF THE S.E. 1/4 OF SAID SECTION 15, ALONG THE NORTH BOUNDARY OF SAID LANDS, N.89°26'01"W., 417.39 FEET TO THE N.W. CORNER OF SAID LANDS; THENCE DEPARTING THE NORTH BOUNDARY OF SAID LANDS, ALONG THE WEST BOUNDARY OF SAID LANDS, S.00°20'42"W., 417.42 FEET; THENCE DEPARTING THE SOUTH BOUNDARY OF SAID LANDS, ALONG THE NORTH RIGHT OF WAY LINE OF S.W. 90TH STREET, N.89°26'01"W., 900.31 FEET; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, ALONG THE WEST BOUNDARY OF THE S.E. 1/4 OF SAID SECTION 15, N.00°23'20"E., 1078.29 FEET TO THE SOUTHERLY BOUNDARY OF A DRAINAGE RETENTION AREA AS DESCRIBED ON EXHIBIT "2" PER OFFICIAL RECORDS BOOK 6813, PAGE 681 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE DEPARTING SAID WEST BOUNDARY, ALONG THE SOUTHERLY, EASTERLY, AND NORtherly BOUNDARY OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6813, PAGE 681 THE FOLLOWING FIVE (5) COURSES: (1.) S.89°36'50"E., 615.58 FEET; (2.) THENCE N.00°23'12"E., 474.55 FEET; (3.) THENCE N.89°36'40"W., 110.34 FEET; (4.) THENCE N.00°29'02"E., 205.00 FEET; (5.) THENCE N.89°36'40"W., 505.56 FEET TO THE AFORESAID WESTERLY OF THE S.E. 1/4 OF SECTION 15; THENCE DEPARTING SAID NORtherly BOUNDARY, ALONG SAID WESTERLY BOUNDARY, THENCE N.00°23'20"E., 814.18 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 64.14 ACRES, MORE OR LESS.

PARCEL 2

A PORTION OF THE S.W. 1/4 OF THE S.E. 1/4 AND A PORTION OF THE S.E. 1/4 OF THE S.W. 1/4 OF SECTION 10, TOWNSHIP 16 SOUTH, RANGE 21 EAST, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE S.W. 1/4 OF THE S.E. 1/4 OF SAID SECTION 10; THENCE ALONG THE NORtherly BOUNDARY OF THE S.W. 1/4 OF THE S.E. 1/4 OF SAID SECTION 10, S.89°10'47"E., 1,309.46 FEET TO THE NORTHEAST CORNER OF THE S.W. 1/4 OF THE S.E. 1/4 OF SAID SECTION 10; THENCE DEPARTING SAID NORtherly BOUNDARY, ALONG THE EASTERLY BOUNDARY OF THE S.W. 1/4 OF THE S.E. 1/4 OF SAID SECTION 10, S.00°33'41"W., 1,275.21 FEET; THENCE DEPARTING SAID EASTERLY BOUNDARY, ALONG THE NORtherly MAINTAINED RIGHT OF WAY LINE OF S.W. 80TH STREET (PER MARION COUNTY MAINTENANCE MAP RECORDED IN BOOK 1 PAGE 198 (BOOK 2, PAGE 82)), N.89°19'23"W., 1,313.07 FEET TO A POINT ON THE WESTERLY BOUNDARY OF THE S.W. 1/4 OF THE S.E. 1/4 OF SAID SECTION 10; THENCE CONTINUE ALONG SAID NORtherly MAINTAINED RIGHT OF WAY LINE, N.89°14'07"W., 1,313.69 FEET; THENCE DEPARTING SAID NORtherly MAINTAINED RIGHT OF WAY LINE, ALONG THE WESTERLY BOUNDARY OF THE S.E. 1/4 OF THE S.W. 1/4 OF SAID SECTION 10, N.00°38'06"E., 1,280.09 FEET TO THE N.W. CORNER OF THE S.E. 1/4 OF THE S.W. 1/4 OF SAID SECTION 10; THENCE DEPARTING SAID WESTERLY BOUNDARY, ALONG THE NORtherly BOUNDARY OF THE S.E. 1/4 OF THE S.W. 1/4 OF SAID SECTION 10, S.89°09'56"E., 1,315.67 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 77.05 ACRES, MORE OR LESS.

NOTE: THIS IS NOT A SURVEY

SHEET 3 OF 5

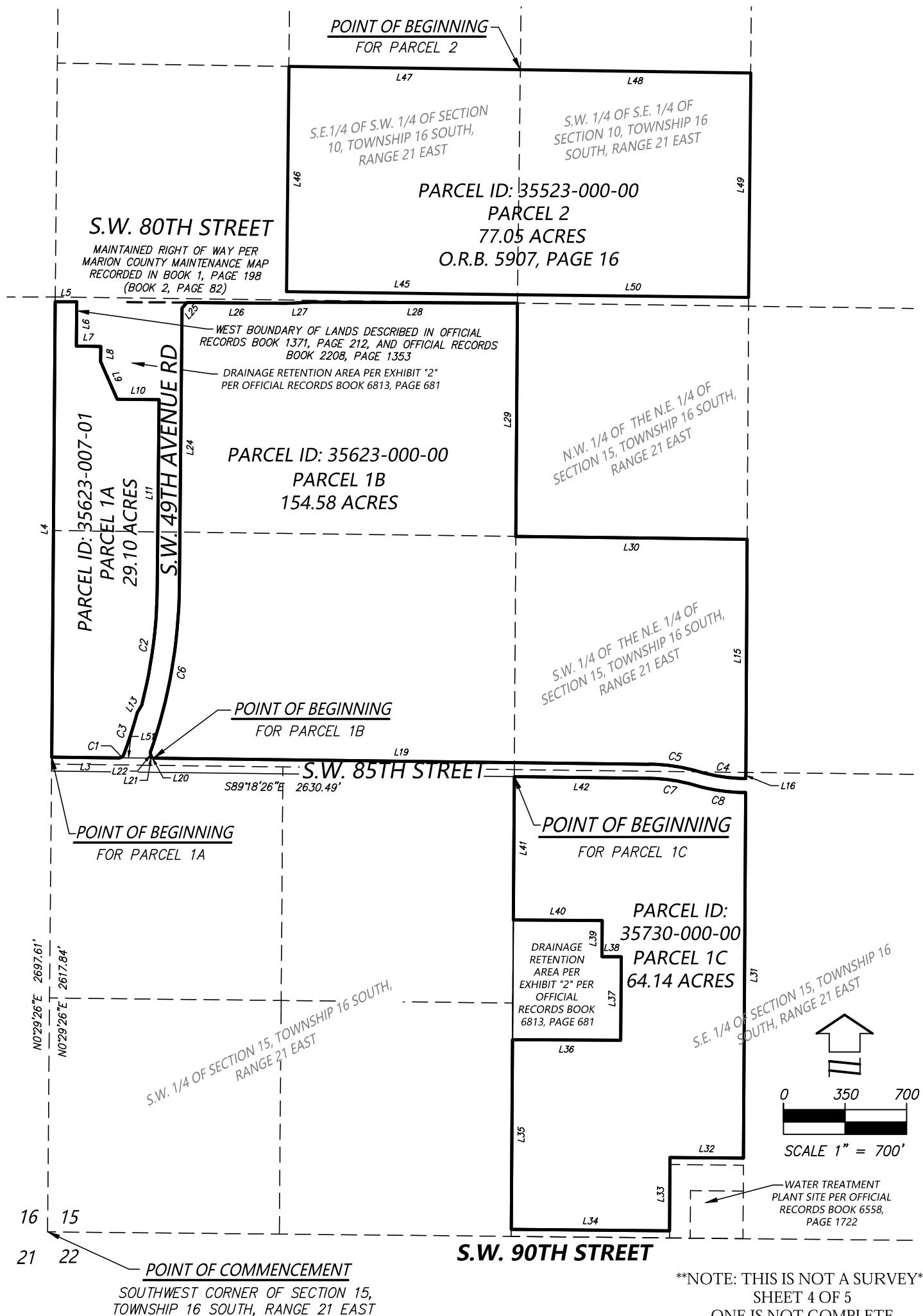
ONE IS NOT COMPLETE
WITHOUT THE OTHERS

Drawing name: Z:\Projects\210239 Armstrong 603 Ac Land Trust; Freedom Commons; Marion Ranch\DWG\Sketch\Marion Ranch CDD\210239SK (CDD).dwg SHEET 3 May 26, 2023 8:50am by: Administrator



DRAWN:	C.J.H.	J.O. # 210239
REVISED:		DWG. # 210239SK (CDD)
CHECKED:	C.J.H.	SHEET 3 OF 5
APPROVED:	C.J.H.	MARION RANCH CDD
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**SKETCH OF DESCRIPTION FOR:
FREEDOM COMMONS DEVELOPMENT, LLC
SECTIONS 10 & 15, TOWNSHIP 16 SOUTH, RANGE 21 EAST,
MARION COUNTY, FLORIDA
"MARION RANCH CDD"**



J C H

CONSULTING GROUP, INC.

L AND D E V E L O P M E N T + S U R V E Y I N G & M A P P I N G

P L A N N I N G + E N V I R O N M E N T A L + G . I . S .

CERTIFICATE OF AUTHORIZATION NO. LB 8071 CHRISTOPHER J. HOWSON, P.S.M., C.F.M. - LS 6553
426 SW 15TH STREET, OCALA, FLORIDA 34471
PHONE (352) 405-1482 www.JCHg.com

DRAWN:	C.J.H.	J.O. # 210239
REVISED:		DWG. # 210239SK (CDD)
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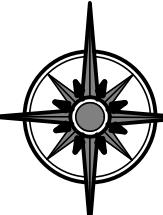
**SKETCH OF DESCRIPTION FOR:
FREEDOM COMMONS DEVELOPMENT, LLC
SECTIONS 10 & 15, TOWNSHIP 16 SOUTH, RANGE 21 EAST,
MARION COUNTY, FLORIDA
"MARION RANCH CDD"**

LINE TABLE		
LINE	BEARING	LENGTH
L3	N89°18'48"W	385.12
L4	N0°26'59"E	2587.86
L5	S89°35'50"E	122.49
L6	S0°28'16"W	252.18
L7	S89°17'01"E	138.21
L8	S0°28'39"W	85.79
L9	S23°40'34"E	234.10
L10	S89°25'38"E	238.88
L11	S0°33'50"W	1062.91
L13	S29°52'09"W	50.55
L15	S0°20'44"W	1324.68
L16	S0°20'50"W	34.15
L19	N89°18'26"W	2817.22
L20	N65°31'41"W	15.18
L21	N19°52'36"E	1.85
L22	N11°14'01"W	25.42
L24	N0°33'39"E	1583.63
L25	N41°26'34"E	42.61
L26	S89°34'37"E	564.40
L27	N87°19'09"E	149.32
L28	S89°42'25"E	1164.73

LINE TABLE		
LINE	BEARING	LENGTH
L29	S0°22'46"W	1325.47
L30	S89°16'26"E	1314.80
L31	S0°20'50"W	2077.69
L32	N89°26'01"W	417.39
L33	S0°20'42"W	417.42
L34	N89°26'01"W	900.31
L35	N0°23'20"E	1078.29
L36	S89°36'50"E	615.58
L37	N0°23'12"E	474.55
L38	N89°36'40"W	110.34
L39	N0°29'02"E	205.00
L40	N89°36'40"W	505.56
L41	N0°23'20"E	814.18
L42	S89°18'26"E	765.52
L45	N89°14'07"W	1313.69
L46	N0°38'06"E	1280.09
L47	S89°09'56"E	1315.67
L48	S89°10'47"E	1309.46
L49	S0°33'41"W	1275.21
L50	N89°19'23"W	1313.07
L51	S89°19'51"E	579.07

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C1	30.57	25.00	070°03'36"	28.70	S55°39'24"W
C2	678.55	2804.79	013°51'41"	676.90	S07°29'18"W
C3	253.57	2791.79	005°12'15"	253.49	S18°01'29"W
C4	273.04	960.00	016°17'44"	272.12	N81°48'34"W
C5	283.99	1040.00	015°38'44"	283.11	N81°29'04"W
C6	959.44	2929.79	018°45'47"	955.16	N09°56'11"E
C7	262.14	960.00	015°38'44"	261.33	S81°29'04"E
C8	295.37	1040.00	016°16'21"	294.38	S81°47'53"E

NOTE: THIS IS NOT A SURVEY
SHEET 5 OF 5
ONE IS NOT COMPLETE
WITHOUT THE OTHERS

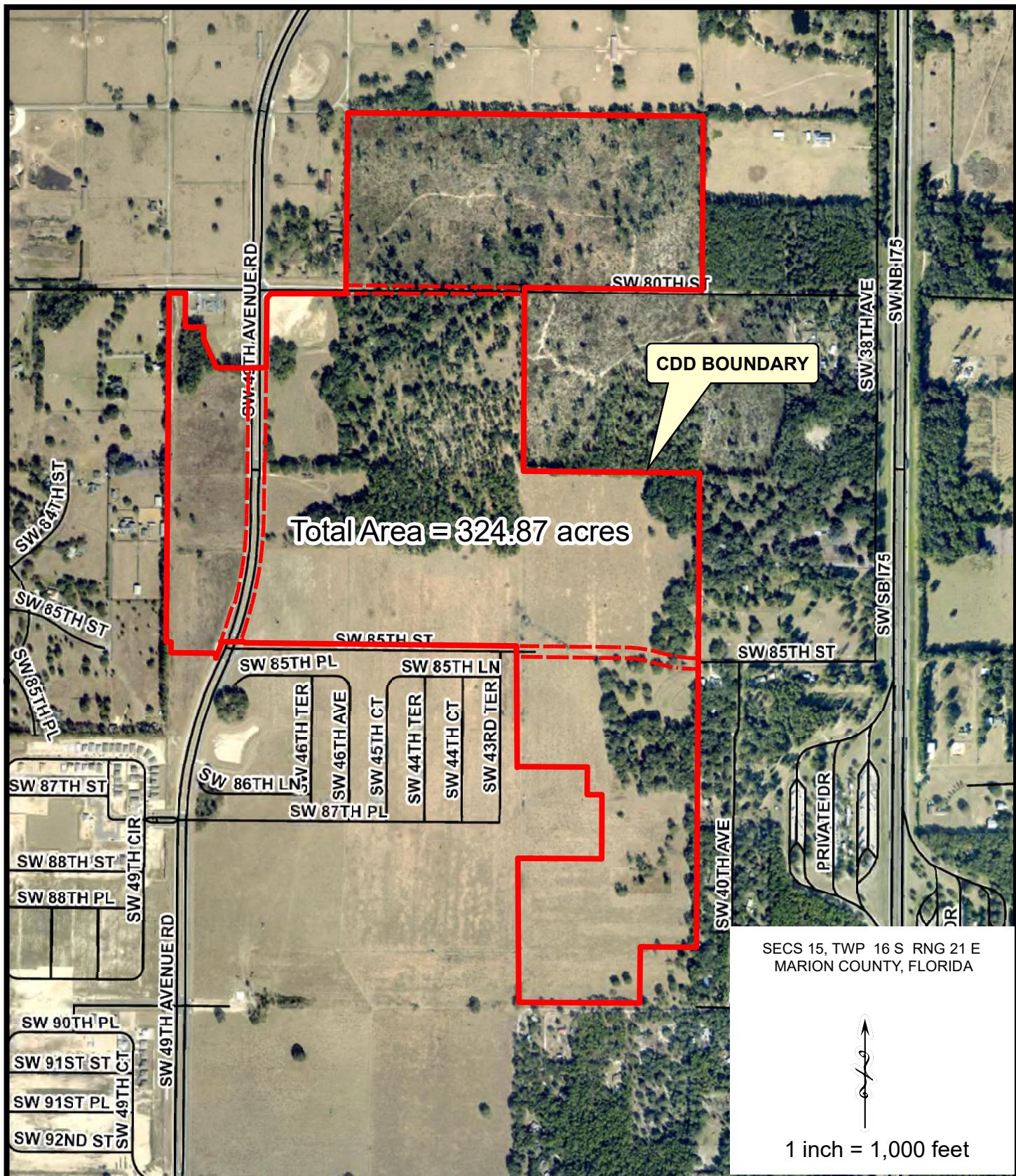


JCH

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DRAWN:	C.J.H.	J.O. # 210239
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APPROVED:	C.J.H.	MARION RANCH CDD
SCALE:	1" = 700'	COPYRIGHT © MAY, 2023



Tillman & Associates
ENGINEERING, LLC.

Marion Ranch CDD
Marion County
Aerial Location Map

DATE	6/14/2023
DRAWN BY	ATQ
CHKD. BY	RS
JOB NO.	N/A
SHT. 1	OF 1

RESOLUTION 2024-17

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MARION RANCH COMMUNITY DEVELOPMENT DISTRICT, ADOPTING THE ALTERNATIVE INVESTMENT GUIDELINES FOR INVESTING PUBLIC FUNDS IN EXCESS OF AMOUNT NEEDED TO MEET CURRENT OPERATING EXPENSES, IN ACCORDANCE WITH SECTION 218.415(17), FLORIDA STATUTES; PROVIDING FOR SEVERABILITY AND INVALID PROVISIONS; AND PROVIDING FOR CONFLICT AND PROVIDING FOR AN EFFECTIVE DATE.

RECITALS

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

WHEREAS, the Board of supervisors, hereinafter referred to as the "Board" of the District is required to adopt an investment policy in accordance with Section 218.415, *Florida Statutes*, and

WHEREAS, the Board desires to adopt the alternative investment guidelines for the investment of public funds in excess of amounts needed to meet current operating expenses, in accordance with Section 218.415, *Florida Statutes*.

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

SECTION 1. ALTERNATIVE INVESTMENT GUIDELINES. The District hereby adopts the alternative investment guidelines for the investment of public funds in excess of the amounts needed to meet current operating expenses, in accordance with Section 218.415(17), *Florida Statutes*.

The District may invest in the following instruments and may divest itself of investments, at prevailing prices or rates:

- a) The Local Government Surplus Trust Fund, or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act of 1969, as provided in Section 163.01, *Florida Statutes*.
- b) Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency.
- c) Interest-bearing time deposits or savings accounts in qualified public depositories, as defined in Section 280.02, *Florida Statutes*.
- d) Direct obligations of the U. S. Treasury.

RESOLUTION 2024-17

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MARION RANCH COMMUNITY DEVELOPMENT DISTRICT, ADOPTING THE ALTERNATIVE INVESTMENT GUIDELINES FOR INVESTING PUBLIC FUNDS IN EXCESS OF AMOUNT NEEDED TO MEET CURRENT OPERATING EXPENSES, IN ACCORDANCE WITH SECTION 218.415(17), FLORIDA STATUTES.; PROVIDING FOR SEVERABILITY AND INVALID PROVISIONS; PROVIDING FOR CONFLICT AND PROVIDING FOR AN EFFECTIVE DATE.

To the extent that the above referenced instruments are amended in Section 218.415(17), the prevailing investments outlined in Section 418.415(17) shall govern.

SECTION 2. LIQUIDITY PROVISIONS. Securities listed in paragraphs c and d shall be invested to provide sufficient liquidity to pay obligations as they come due.

SECTION 3. SEVERABILITY AND INVALID PROVISIONS. If any one of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contract to the policy of express law, but not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way effect the validity of the other provisions hereof the invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

SECTION 4. CONFLICT. That all Sections or parts of Sections of any Resolutions, Agreements or actions of the Board of Supervisors in conflict are hereby repealed to the extent of such conflict.

SECTION 5. EFFECTIVE DATE. This Resolution shall become effective immediately upon passage.

PASSED AND ADOPTED by the Board of Supervisors of the Marion Ranch Community Development District, Marion County, Florida, this 23rd day of January 2024.

ATTEST:

James P. Ward, Secretary

MARION RANCH COMMUNITY DEVELOPMENT DISTRICT

Name: _____
Chairperson / Vice-Chairperson

RESOLUTION 2024-18

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MARION RANCH COMMUNITY DEVELOPMENT DISTRICT GRANTING THE CHAIR AND VICE CHAIR THE AUTHORITY TO EXECUTE REAL AND PERSONAL PROPERTY CONVEYANCE AND DEDICATION DOCUMENTS, PLATS AND OTHER DOCUMENTS RELATED TO THE DEVELOPMENT OF THE DISTRICT'S IMPROVEMENTS; APPROVING THE SCOPE AND TERMS OF SUCH AUTHORIZATION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

RECITALS

WHEREAS, the Marion Ranch Community Development District ("District") is a local unit of special purpose government created and existing pursuant to Chapter 190, Florida Statutes, and situated within Marion County, Florida; 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, stormwater management system, roadway improvements, water and sewer utility systems, recreation improvements, underground electric, and other improvements; and

WHEREAS, the District has adopted, or intends to adopt, a report of its District Engineer, as may be amended and/or supplemented ("Engineer's Report"), which sets forth the scope of the District's capital improvement plan and the improvements which are to be constructed therewith ("Improvements"); and

WHEREAS, in connection with the development of the Improvements in accordance with the Engineer's Report, the District may, from time to time, (i) obtain and/or accept permits, approvals, right-of-way agreements and other similar documents from governmental entities for the construction and/or operation of the Improvements, and (ii) accept, convey and dedicate 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 Improvements, work product and land (items (i) and (ii) collectively, the "Conveyance Documents"); and

WHEREAS, to facilitate the efficient development of the Improvements, the District desires to authorize the Chair, and the Vice Chair in the Chair's absence, to approve and execute the Conveyance Documents; and

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

RESOLUTION 2024-18

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MARION RANCH COMMUNITY DEVELOPMENT DISTRICT GRANTING THE CHAIR AND VICE CHAIR THE AUTHORITY TO EXECUTE REAL AND PERSONAL PROPERTY CONVEYANCE AND DEDICATION DOCUMENTS, PLATS AND OTHER DOCUMENTS RELATED TO THE DEVELOPMENT OF THE DISTRICT'S IMPROVEMENTS; APPROVING THE SCOPE AND TERMS OF SUCH AUTHORIZATION; APPROVING AN ACQUISITION AGREEMENT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 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.

SECTION 2. DELEGATION OF AUTHORITY. The Chair of the District's Board of Supervisors is hereby authorized to sign, accept and/or execute Conveyance Documents as defined above. The Vice Chair of the Board is hereby authorized to sign, accept and/or execute any such Conveyance Documents in the Chair's absence. The Vice Chair, Secretary, and Assistant Secretaries of the District are hereby authorized to attest to the signature of the Chair or Vice Chair, as the case may be, on any Conveyance Documents.

SECTION 3. SEVERABILITY AND INVALID PROVISIONS. If any one of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contract to the policy of express law, but not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of the other provisions hereof.

SECTION 4. CONFLICT. All Resolutions, sections or parts of sections of any Resolutions or actions of the Board in conflict are hereby repealed to the extent of such conflict.

SECTION 5. SEVERABILITY. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 6. EFFECTIVE DATE. This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed.

{Remainder of page intentionally left blank. Signatures commence on next page.}

RESOLUTION 2024-18

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MARION RANCH COMMUNITY DEVELOPMENT DISTRICT GRANTING THE CHAIR AND VICE CHAIR THE AUTHORITY TO EXECUTE REAL AND PERSONAL PROPERTY CONVEYANCE AND DEDICATION DOCUMENTS, PLATS AND OTHER DOCUMENTS RELATED TO THE DEVELOPMENT OF THE DISTRICT'S IMPROVEMENTS; APPROVING THE SCOPE AND TERMS OF SUCH AUTHORIZATION; APPROVING AN ACQUISITION AGREEMENT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

PASSED AND ADOPTED by the Board of Supervisors of the Marion Ranch Community Development District, Marion County, Florida, this 23rd day of January 2024.

ATTEST:

James P. Ward, Secretary

MARION RANCH COMMUNITY DEVELOPMENT DISTRICT

Name: _____
Chairperson / Vice-Chairperson

RESOLUTION NO. 2024-19

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MARION RANCH COMMUNITY DEVELOPMENT DISTRICT; AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT REGARDING THE ACQUISITION OF CERTAIN WORK PRODUCT, INFRASTRUCTURE AND REAL PROPERTY; AUTHORIZING THE PROPER OFFICIALS TO DO ALL THINGS DEEMED NECESSARY IN CONNECTION WITH THE EXECUTION OF SUCH AGREEMENT; AND PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, the Marion Ranch Community Development District (the “District”) is a local unit of special purpose government created and existing pursuant to Chapter 190, Florida Statutes (the “Act”), and situated within Marion County, Florida; and

WHEREAS, the District is organized for the purposes of providing community development services and facilities benefiting the development known as the Marion Ranch community; and

WHEREAS, the Act authorizes the District to construct, install, operate, finance and/or maintain systems and facilities for certain basic infrastructure including, but not limited to, district roads, sanitary sewer collection system, potable water distribution system, stormwater/floodplain management, off-site improvements, landscape and hardscape, irrigation system, street lighting, conservation areas, mitigation areas, and wildlife habitat, and other public improvements; and

WHEREAS, the Board of Supervisors of the District (the “Board”) is considering issuing long-term debt (the “Bonds”) to acquire and construct certain “assessable improvements” within the meaning of the Act relating to the District’s capital improvement project (the “Project”); and

WHEREAS, it is expected that Freedom Commons Development, LLC, a Delaware limited liability company or its assignee or an affiliated entity (the “Developer”) will commence the Project prior to the District’s issuance of the Bonds; and

WHEREAS, the District desires to acquire from the Developer some or all of the completed Project with certain available proceeds of the Bonds, which acquisition will be consummated pursuant to that certain Agreement Regarding the Acquisition of Certain Work Product, Infrastructure and Real Property (the “Acquisition Agreement”) in substantially the form attached hereto as Exhibit “A”.

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

SECTION 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.

RESOLUTION NO. 2024-19

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MARION RANCH COMMUNITY DEVELOPMENT DISTRICT; AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT REGARDING THE ACQUISITION OF CERTAIN WORK PRODUCT, INFRASTRUCTURE AND REAL PROPERTY; AUTHORIZING THE PROPER OFFICIALS TO DO ALL THINGS DEEMED NECESSARY IN CONNECTION WITH THE EXECUTION OF SUCH AGREEMENT; AND PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

SECTION 2. Acquisition Agreement. The Acquisition Agreement attached hereto is hereby approved in substantially the form attached hereto as Exhibit "A" and the Chair or the Vice Chair of the Board is hereby authorized and directed to execute and deliver such Acquisition Agreement on behalf of and in the name of the District and the Secretary or any Assistant Secretary of the Board is hereby authorized to attest such execution, with such additions and deletions therein as may be made and approved by the Chair or the Vice Chair executing the same, such execution to be conclusive evidence of such approval.

SECTION 3. Severability. If any section or part of a section of this Resolution is declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

SECTION 4. Conflicts. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

SECTION 5. Effective Date. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the Board of Supervisors of the Marion Ranch Community Development District, Marion County, Florida, this 23rd day of January 2024.

ATTEST:

James P. Ward, Secretary

**MARION RANCH COMMUNITY
DEVELOPMENT DISTRICT**

Name: _____
Chairperson / Vice-Chairperson

Exhibits:

Exhibit A: Agreement Regarding the Acquisition of Certain Work Product, Infrastructure and Real Property

**AGREEMENT REGARDING THE
ACQUISITION OF CERTAIN WORK PRODUCT,
INFRASTRUCTURE AND REAL PROPERTY**

THIS AGREEMENT REGARDING THE ACQUISITION OF CERTAIN WORK PRODUCT, INFRASTRUCTURE AND REAL PROPERTY (this "Agreement") is made and entered into as of the 23rd day of January 2024, by and between **MARION RANCH COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes (the "District"), and **FREEDOM COMMONS DEVELOPMENT, LLC**, a Delaware limited liability company and landowner in the District (the "Developer").

RECITALS

WHEREAS, the District was established by ordinance of the Board of County Commissioners of Marion County, Florida for the purpose of planning, financing, constructing, acquiring, operating and/or maintaining certain infrastructure, including, but not limited to, roadways, water and wastewater utilities, stormwater management, entranceway improvements, landscaping, irrigation, mitigation areas and other infrastructure authorized by Chapter 190, Florida Statutes; and

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

WHEREAS, the District and the Developer are working to establish a program of public infrastructure improvements to be undertaken by the District (the "CIP") and the District will ultimately formalize that CIP in an Engineer's Report for the District to be prepared by the District's engineer (the "Engineer's Report"); and

WHEREAS, the District presently intends to finance, in part, the planning, design, acquisition, construction, and installation of the CIP (the "District Improvements") through the issuance and sale of one or more series of Marion Ranch Community Development District Special Assessment Bonds (the "Bonds"); and

WHEREAS, the District desires to (i) acquire certain portions of the District Improvements within the CIP from the Developer on the terms and conditions set forth herein; and/or (ii) design, construct and install certain portions of the District Improvements on its own account; and

WHEREAS, the District has not had sufficient monies on hand to allow the District to (i) contract directly for the preparation of the necessary surveys, reports, drawings, plans, permits, specifications, and related documents which would allow the timely commencement and completion of construction of the District Improvements (the "Work Product") and (ii) undertake the actual construction and/or installation of District Improvements; and

WHEREAS, the District acknowledges the Developer's need to commence development of the lands within the District in an expeditious and timely manner and in order to maintain certain permits and entitlements associated with the land within the District; and

WHEREAS, the District will not have sufficient monies to proceed with either the preparation of the Work Product or the commencement of construction of the District Improvements to be more particularly described in the Engineer's Report until such time as the District has closed on the sale of the Bonds; and

WHEREAS, in order to avoid a delay in the commencement of the construction of the District Improvements, which delay would also delay the Developer from implementing its planned development program, the Developer has advanced, funded, commenced, and completed and/or will complete or assign certain work to enable the District to expeditiously provide the District Improvements; and

WHEREAS, subject to Section 2.f. hereof, the Developer is under contract to create or has created the Work Product for the District and wishes to convey to the District any and all of Developer's right, title and interest in the Work Product and provide for the parties who actually created the Work Product to allow the District to use and rely on the Work Product, as it is completed; and

WHEREAS, subject to Section 2.f. hereof, the Developer acknowledges that upon its conveyance, the District will have the right to use and rely upon the Work Product for any and all purposes and further desires to release to the District all of its right, title, and interest in and to the Work Product; and

WHEREAS, subject to Section 2.f. hereof, the District desires to acquire ownership of the completed Work Product, as well as the unrestricted right to use and rely upon the Work Product for any and all purposes; and

WHEREAS, in order to allow the District to avoid delay as a result of the lengthy process incident to the sale and closing of the District's Bonds, the Developer has commenced construction of some portion of the District Improvements; and

WHEREAS, the Developer agrees to convey to the District all right, title and interest in the portion of the District Improvements completed as of each Acquisition Date (as hereinafter defined) with payment from the proceeds of the Bonds (or as otherwise provided for herein) when and if available; and

WHEREAS, some of the District Improvements to be acquired by the District may include the acquisition of the Developer's fee simple interest in certain real property within and outside of the District to be described in the Engineer's Report (the "Real Property"); and

WHEREAS, except as to the specific acquisitions of Real Property, if any, to be described in the Engineer's Report, in conjunction with the acquisition of other portions of the District Improvements, the Developer will convey to the District interests in certain real property sufficient to allow the District to own, operate, maintain, construct, or install the District Improvements, if any such conveyances are appropriate, and such conveyances shall be in such a form (fee simple, perpetual easement, or other appropriate interest), as reasonably determined by the District; and

WHEREAS, the Developer acknowledges that upon its conveyance, the District will have the right to use any real property interests conveyed (including, without limitation, the Real Property) for any and all lawful public purposes (except as provided for in this Agreement); and

WHEREAS, the District and the Developer are entering into this Agreement to set forth the process by which the District may acquire certain portions of the Real Property, Work Product and District Improvements to ensure the timely provision of the CIP and the development.

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

1. Recitals. The foregoing recitals are true and correct and incorporated herein by this reference as a material part of this Agreement.

2. Work Product. Subject to (i) the provisions of this Agreement, (ii) the adoption by the District of an Engineer's Report; (iii) applicable legal requirements (including, without limitation, those laws and regulations governing the use of proceeds of tax exempt bonds or other indebtedness and the requisition process and certifications required by the trust indenture pursuant to which the Bonds are issued); and (iv) the availability of proceeds from the Bonds available for acquisition hereunder, the District agrees to pay the reasonable cost incurred by the Developer in preparation of the Work Product. The Developer shall provide copies of any and all invoices, bills, receipts, or other evidence of costs incurred by the Developer for the Work Product. The parties agree to cooperate and use good faith and best efforts to undertake and complete the acquisition process contemplated by this Agreement on such date or dates as the parties may jointly agree upon (each, an "Acquisition Date"). The parties agree that separate or multiple Acquisition Dates may be established for any portion of the acquisitions contemplated by this Agreement. The District Engineer shall review all evidence of cost and shall certify to the District the total amount of cost, which in the District Engineer's sole opinion, is reasonable for the Work Product but in no event in excess of the lower of its actual cost or its reasonable fair market value. In the absence of evidence to the contrary, the actual cost of any or all of the Work Product shall be deemed to be its reasonable fair market value. The District Engineer's opinion as to cost shall be set forth in a District Engineer's certificate that shall, at the applicable time set forth herein, accompany or be part of the requisition for any Bond funds from the District's Trustee for the Bonds. In the event that the Developer disputes the District Engineer's opinion as to cost, the District and the Developer agree to use good faith efforts to resolve such dispute. If the parties are unable to resolve any such dispute, the parties agree to jointly select a third party engineer whose decision as to any such dispute shall be binding upon the parties. Such a decision by a third-party engineer shall be set forth in an engineer's affidavit that shall accompany the requisition for the funds from the District's Trustee for the Bonds. The parties acknowledge that the Work Product is being acquired for use by the District in connection with the construction and/or acquisition, and thereafter the applicable operation and maintenance, of the District Improvements. As to acquisition of Work Product, the following shall apply:

a. Payment for Work Product described herein and contemplated by this Agreement shall be payable solely from the proceeds of the Bonds available for that purpose at the times and in the manner provided in the trust indenture pursuant to which the Bonds are issued. The District shall not be obligated to expend any other funds for Work Product.

b. Subject to the provisions of Section 5, the Developer agrees to convey to the District the Work Product upon payment of the sums determined to be reasonable by the District Engineer (but in no event in excess of the lower of its actual cost or its reasonable fair market value) and approved by the District pursuant to and as set forth in this Agreement. The parties agree to execute such documentation as may be reasonably required to convey the same.

c. The Developer agrees to release to the District all right, title, and interest which the Developer may have in and to the above described Work Product, as well as all common law, statutory, and other reserved rights, including all copyrights in the Work Product and extensions and renewals thereof under United States law and throughout the world, and all publication rights and all subsidiary rights and other rights in and to the Work Product in all forms, mediums, and media, now known or hereinafter devised. To the extent determined necessary by the District, the Developer shall obtain, to the extent reasonably possible, all required releases from any professional providing services in connection with the Work Product to enable the District to use and rely upon the Work Product. Such releases may include, but are not limited to, any architectural, engineering, or other professional services. Such releases shall be provided in a timely manner in the sole discretion of the District.

d. The Developer acknowledges the District's right to use and rely upon the Work Product for any and all purposes.

e. The Developer agrees to provide or cause to be provided to the District, to the extent reasonably possible, either by assignment or directly from such third parties as may be necessary and desirable to the mutual satisfaction of the parties hereto, a warranty that the Work Product is fit for the purposes to which it will be put by the District, as contemplated by the Engineer's Report. Nothing herein shall be construed or interpreted to create a warranty by the Developer of any Work Product produced by an independent third party.

f. The District agrees to allow the Developer access to and use of the Work Product without the payment of any fee by the Developer. However, to the extent the Developer's access to and use of the Work Product causes the District to incur any cost or expense, such as copying costs, the Developer agrees to pay such cost or expense.

3. Acquisition of District Improvements. The Developer has constructed, is constructing, or is under contract to construct and complete certain portions of the District Improvements. Subject to (i) the provisions of this Agreement; (ii) the adoption by the District of the Engineer's Report; (iii) applicable legal requirements (including, without limitation, those laws and regulations governing the use of proceeds of tax exempt bonds or other indebtedness and the requisition process and certifications required by the trust indenture pursuant to which the Bonds are issued); and (iv) the availability of proceeds from the Bonds available for acquisition hereunder, the District agrees to acquire the District Improvements including, but not limited to, those portions of the District Improvements that have been completed prior to the issuance of the Bonds. When a portion of the District Improvements is ready for conveyance by the Developer to the District, the Developer shall notify the District in writing, describing the nature of the improvement, its general location, and its estimated cost. The Developer agrees to provide, at or prior to the Acquisition Date, the following: (a) documentation of actual costs paid; (b) instruments of conveyance such as warranty bills of sale or such other instruments as may be requested by the District; (c) evidence of title acceptable to the District, describing the nature of Developer's rights or interest in the portions of the District Improvements being conveyed, and stating that the applicable portions of the District Improvements are free and clear of all liens and mortgages, and all other encumbrances that render title unmarketable; (d) evidence that all governmental permits and approvals necessary to install the applicable portion of the District Improvements have been obtained and that the applicable portion of the District Improvements have been built in compliance with such permits and approvals; and (v) any other releases, indemnifications or documentation as may be reasonably requested by the District or District Counsel. The District Engineer in consultation with the District's Counsel shall

determine in writing whether or not the infrastructure to be conveyed is a part of the District Improvements contemplated by the Engineer's Report, and if so, shall provide the Developer with a list of items necessary to complete the acquisition. Each such acquisition shall also be subject to the engineering review and certification process in the same manner described in Section 2 above relating to Work Product.

a. The District Manager shall determine, in writing, whether the District has, based upon the Developer's estimate of cost, sufficient unencumbered funds to acquire the portion of the District Improvements intended to be transferred, subject to the provisions of Section 5. Payment for District Improvements described herein and contemplated by this Agreement shall be payable solely from the proceeds of the Bonds available for that purpose at the times and in the manner provided in the trust indenture pursuant to which the Bonds are issued. The District shall not be obligated to expend any other funds for District Improvements.

b. All documentation of any acquisition (e.g., bills of sale, receipts, maintenance bonds, as-builts, evidence of costs, deeds or easements, etc.) shall be to the reasonable satisfaction of the District Engineer on behalf of the District. If any item acquired is to be conveyed to a third-party governmental body by the District, then the Developer agrees to cooperate and provide such certifications or documents as may be required by that governmental body, if any.

c. Subject to the provisions of Section 5, the District Engineer shall certify as to the cost of any improvement built or constructed by or at the direction of the Developer, and the District shall pay no more than the actual cost incurred, or the reasonable fair market cost of the improvement, whichever is less, as determined by the District Engineer.

d. At the time of conveyance by the Developer of the Developer's rights or interest in any portion of the District Improvements, the portion of the District Improvements being conveyed shall be completed and in good condition, free from defects, as determined in writing by the District Engineer; and Developer shall warrant to the District and any government entity to which the applicable portion of the District Improvements may be conveyed by the District (or, if acceptable to the District, provide such warranty directly from the applicable contractor), guaranteeing the applicable portion of the District Improvements against defects in materials, equipment or construction for a period of one (1) year from the date of conveyance.

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

f. In connection with the acquisition of District Improvements, the Developer will convey to the District interests in real property sufficient to allow the District to own, operate, maintain, construct, or install the District Improvements, if any such conveyances are appropriate, and such conveyances shall be in such a form (fee simple, perpetual easement, or other appropriate interest), as reasonably determined by the District. This subsection will not apply to the acquisition of specific portions of Real Property described in the Engineer's Report. Section 4 below will apply with respect to said Real Property. However, any other real property interests necessary for the functioning of the District Improvements to be acquired under this Section and to maintain the tax-exempt status of the Bonds (it being acknowledged that all portions of the District Improvements must be located on governmentally owned property, in public easements or rights-of-way) shall be reviewed and conveyed in accordance with

the provisions herein. The District agrees to accept the dedication or conveyance of some or all of the real property over which the District Improvements have been or will be constructed or which otherwise facilitates the operation and maintenance of the District Improvements. Such dedication or conveyance shall be at no cost to the District. The Developer agrees to provide to the District the following: (i) appropriate special warranty deeds or other instruments of conveyance acceptable to the District; (ii) evidence of title reasonably acceptable to the District, describing the nature of Developer's rights or interest in the District Improvements and associated real property interests being conveyed, and stating that the District Improvements and any associated real property interests are free and clear of all liens, mortgages, and all other encumbrances that render title unmarketable; and (iii) legal descriptions, whether by metes and bounds or other reference to plats or recorded data to the satisfaction of the District. The Developer and the District agree that reasonable future adjustments to the legal descriptions may be made in order to accurately describe lands conveyed to the District and lands that remain in the Developer's ownership. The parties agree to cooperate and act in good faith in relation to any such adjustment(s) to legal descriptions. The parties agree that any land transfers made to accommodate such adjustments shall be accomplished by an exchange with the District receiving at least an equivalent amount of property as part of the adjustment; provided, however, no land transfer shall be accomplished if the same would impact the use of the 2023 Project or the tax-exempt status of the Bonds. In the event the District does not receive at least the equivalent amount of property, the Developer will in addition pay the appraised value for the acreage that the District did not receive in exchange. The party requesting such adjustment shall pay any transaction costs resulting from the adjustment, including but not limited to taxes, title insurance, recording fees or other costs. The District may, in its discretion, require title insurance or a title search report on any real property conveyed pursuant to this Agreement, which cost shall be borne by the Developer. The Developer agrees that it has, or shall at the time of conveyance provide, good, marketable and insurable title to the real property to be acquired.

4. Acquisition of Real Property. Subject to (i) the provisions of this Agreement; (ii) the adoption by the District of the Engineer's Report; (iii) applicable legal requirements (including, without limitation, those laws and regulations governing the use of proceeds of tax-exempt bonds or other indebtedness); and (iv) the availability of proceeds from the Bonds available for acquisition hereunder, if applicable, the District agrees to acquire certain Real Property described in the Engineer's Report. The Developer shall convey any such Real Property to the District by special warranty deed. The conveyance of any Real Property by the Developer to the District will be together with all rights, privileges, tenements, hereditaments and appurtenances pertaining thereto. Prior to any such conveyance, the Developer shall provide the District with evidence of title acceptable to the District as to its fee simple ownership of the Real Property and showing that the District Improvements are free and clear of all liens, mortgages, and all other encumbrances that render title unmarketable. The District may, in its discretion, require title insurance on any real property conveyed pursuant to this Agreement, which cost shall be borne by the Developer. The Developer agrees that it has, or shall provide, good, marketable and insurable title to any Real Property to be acquired that shall be free from all liens, mortgages and encumbrances. In the event a title search reveals exceptions to title which render title unmarketable or that, in the District's reasonable discretion, would materially interfere with the District's use of such real property, the Developer shall cure such defects at no expense to the District. Subject to the provisions of Section 5, the amount the District shall pay the Developer for the acquisition of Real Property shall be an amount that is lower than the Developer's actual cost of the Real Property or its reasonable fair market value as determined by no less than one appraisal that shall be obtained by the District and performed by such appraiser(s) selected by the District. Payment for Real Property described herein and contemplated by this Agreement shall be payable solely from the proceeds of the Bonds available for that purpose at the

times and in the manner provided in the trust indenture pursuant to which the Bonds are issued. The District shall not be obligated to expend any other funds for Real Property.

5. Payment by District. Payment for the District Improvements, Work Product and Real Property described herein and contemplated by this Agreement shall be payable solely from the proceeds of the Bonds available for that purpose at the times and in the manner provided in the trust indenture pursuant to which the Bonds are issued. The parties acknowledge and agree that the District may, but shall not be required to, issue any Bonds. Notwithstanding anything to the contrary herein, to the extent any portions of the District Improvements are acquired by the District in advance of either the establishment of the Engineer's Report, issuance of Bonds and/or proceeds of Bonds described above being available to pay all or a portion of the costs certified by the District Engineer for such portions of the District Improvements, Work Product or Real Property ("**Advanced Improvements**"), then the following conditions shall apply as to such Advanced Improvements: (i) no amounts shall be due from the District to the Developer at the time of the transfer of the Advanced Improvements to the District; (ii) the District and the Developer agree to take such action as is reasonably necessary to memorialize the costs of such Advanced Improvements; provided, however, that the actual cost of the District will be finally determined and certified by the District Engineer at the time of issuance of any Bonds; (iii) within forty-five (45) days after receipt of sufficient funds by the District consistent with this Section for the Advanced Improvements from the issuance of the Bonds, the District shall pay the cost certified by the District Engineer to the Developer; provided, however, in the event the District's bond counsel determines that any costs for the Advanced Improvements are not qualified costs for any reason including, but not limited to federal tax restrictions imposed on tax-exempt financing, the District shall not be obligated to pay for such portion of the Advanced Improvements; and (iv) the Developer acknowledges that it may be determined by the District that not all Advanced Improvements will constitute qualified costs and/or there may not be sufficient funds available from the issuance of the Bonds or satisfaction of the applicable release condition described in the trust indenture relating to the Bonds for the reimbursement of all or a portion of the costs of such Advanced Improvements, and, notwithstanding anything in this Agreement to the contrary, the District's payment obligations will be limited consistent with this Section to the extent such Advanced Improvements are qualified costs, the District issuing Bonds, and there being sufficient and available proceeds from Bonds actually issued. Nothing herein shall cause or be construed to require or otherwise commit the District to issue additional bonds or indebtedness to provide funds for any portion of the Advanced Improvements or to issue the Bonds or other indebtedness of any particular amount. If within three (3) years after the Effective Date of this Agreement, the District does not or cannot issue the Bonds for any reason to pay for any Advanced Improvements, and, thus does not pay the Developer the acquisition price for such Advanced Improvements, then the parties agree that the District shall have no payment obligation whatsoever for the Advanced Improvements.

6. Limitation on Acquisitions/Completion Agreement. The Developer and the District agree and acknowledge that any and all acquisitions of District Improvements or Work Product hereunder, shall be limited to those items which may legally be acquired by the District in conformance with all applicable state and federal laws and regulations, as determined by the District in its sole and exclusive discretion, and that nothing herein shall be deemed or construed to require the acquisition of any item in contravention of these authorities. Further, to the extent the Developer and the District enter into this Agreement prior to the closing on the sale of the Bonds, it is acknowledged by the parties that the Bonds will provide only a portion of the funds necessary to complete the District Improvements described in the Engineer's Report. As such, in connection with the sale and issuance of the Bonds, if required by the District, the parties agree to enter into a completion agreement whereby the Developer agrees to complete, cause to be completed, provide funds or cause funds to be provided to the District in an amount

sufficient to allow the District to complete or cause to be completed, those portions of the District Improvements described in the Engineer's Report which remain unfunded by the Bonds.

7. Taxes, Assessments, and Costs.

a. Taxes, assessments and costs resulting from Agreement. The Developer agrees to indemnify the District from and make payment for any and all taxes (ad valorem, personal property, intangibles, or otherwise), non-ad valorem assessments, and costs which may be imposed upon the District, or which the District is legally obligated to pay, as a result of the parties entering into this Agreement, if any, whether such taxes, assessments, or costs are imposed upon the District's property or property interest, or the Developer's property or property interest, or any other such expense.

b. Taxes and assessments on property being acquired. The District is an exempt governmental unit acquiring property pursuant to this Agreement for use exclusively for public purposes. Accordingly, in accordance with Florida law, the Developer agrees to place in escrow with the Marion County Tax Collector an amount equal to the current ad valorem taxes and non-ad valorem assessments (with the exception of those ad valorem taxes and non-ad valorem assessments levied by the District) prorated to the date of transfer of title, based upon the expected assessment and millage rates giving effect to the greatest discount available for early payment.

1. If and only to the extent the property acquired by the District is subject to ad valorem taxes or non-ad valorem assessments, the Developer agrees to reimburse the District for payment, or pay on its behalf, any and all ad valorem taxes and non-ad valorem assessments imposed during the calendar year in which each parcel of property is conveyed that are incurred by the District after the District's acquisition. For example, if the District acquires property in January 2024, the Developer shall escrow the pro rata amount of taxes due for the tax bill payable in November 2024. If any additional taxes are imposed on the District's property in 2024 in excess of the escrow, then the Developer agrees to reimburse the District for that additional amount.

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

c. Notice. The parties agree to provide written notice to the other within ten (10) calendar days of receipt of any notice of potential or actual taxes, assessments, or costs, as a result of any transaction pursuant to this Agreement, or notice of any other taxes assessments or costs imposed on the property acquired by the District as described in subsection b. above. The Developer covenants to make any payments due hereunder in a timely manner in accordance with Florida law. In the event that the Developer fails to make timely payment of any such taxes or costs, the Developer acknowledges the District's right to make such payment. If the District makes such payment, the Developer agrees to reimburse the District within thirty (30) calendar days of receiving notice of such payment, and to include in such reimbursement any fees, costs, penalties, or other expenses which accrued to the District as a result of making such a payment, including interest at the maximum rate allowed by law from the date of the payment made by the District.

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

8. Default. A default by any party under this Agreement shall entitle the other party to all remedies available at law or in equity, which may include, but not be limited to, the right of damages and/or specific performance; provided, however, in no event shall either party be entitled to any consequential, punitive, exemplary or special damage awards.

9. Indemnification. For all actions or activities which occur prior to the date of the acquisition or assignment of the relevant portion of the District Improvements, Work Product or Real Property hereunder, the Developer agrees to indemnify and hold harmless the District and its officers, staff, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or claims of any nature arising out of, or in connection with, this Agreement or the use by the Developer, its officers, agents, employees, invitees or affiliates, of the applicable portion of the District Improvements, Work Product or Real Property, including litigation or any appellate proceedings with respect thereto, irrespective of the date of the initiation or notice of the claim, suit, etc.; provided, however, that the Developer shall not indemnify the District for a default by the District under this Agreement.

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

11. Agreement. This instrument shall constitute the final and complete expression of this Agreement between the District and the Developer relating to the subject matter of this Agreement.

12. Amendments. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by all parties hereto. The District and the Developer acknowledge that at time of issuance of Bonds the obligations under this Agreement may be amended and restated.

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

14. Notices. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be either (i) delivered personally to the other parties; (ii) sent by commercial courier, delivery service or U.S. mail; or (iii) email, addressed to the other parties at the addresses set forth below (or to such other place as any party may by notice to the others specify). Notice will be considered given when received, except that if delivery is not accepted, notice will be considered given on the date of such non-acceptance. Legal counsel may deliver notice on behalf of the party represented. Initial addresses for the parties include:

If to District: Marion Ranch Community Development District
c/o JPWard & Associates, LLC
2301 Northeast 37th Street
Fort Lauderdale, FL 33308
Attn: District Manager
jimward@jpwardassociates.com

With a copy to: Coleman, Yovanovich & Koester, P.A.
4001 Tamiami Trail N., Suite 300
Naples, Florida 34103
Attn: Gregory L. Urbancic, Esq.
gurbancic@cyklawfirm.com

If to Developer: Freedom Commons Development, LLC
1415 SW 17th St.
Ocala, FL 34471
Attn: F. Christopher Armstrong, Manager
chris@armstronghomes.net

With a copy to: Lennar Homes, LLC
2100 SE 17th Street, Suite 601
Ocala, FL 34471
Attn: Russell Smith
Russell.R.Smith@Lennar.com

The addressees and addresses for the purpose of this Section may be changed by either party by giving written notice of such change to the other party in the manner provided herein. For the purpose of changing such addresses or addressees only, unless and until such written notice is received, the last addressee and respective address stated herein shall be deemed to continue in effect for all purposes.

15. Arm's Length Transaction. This Agreement has been negotiated fully between the District and the Developer as an arm's length transaction. All parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any party hereto.

16. Third-Party Beneficiaries. This Agreement is solely for the benefit of the District and the Developer and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or entity other than the District and the Developer any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Developer and their respective representatives, successors, and assigns. Notwithstanding the foregoing, the Trustee for the Bonds, on behalf of the holders of the Bonds, shall be a direct third-party beneficiary of the terms and

conditions of this Agreement and shall be entitled to enforce the Developer's obligations hereunder. Said Trustee, however, shall not be deemed to have assumed any obligation as a result of this Agreement.

17. Assignment. Neither the District nor the Developer may assign this Agreement without the prior written approval of the other party hereto, the Trustee for the Bonds for and at the written direction of the holders of the Bonds owning a majority of the aggregate principal amount of all Bonds outstanding.

18. Applicable Law and Venue. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Marion County, Florida.

19. Effective Date. This Agreement shall be effective upon its execution by both the District and the Developer as of the date set forth in the first paragraph of this Agreement (the "Effective Date").

20. Termination. This Agreement may be terminated by the District without penalty in the event that the District does not issue its proposed Bonds within three (3) years from the Effective Date of this Agreement.

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

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

23. Limitations on Governmental Liability. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other statute, and nothing in this Agreement shall inure to the benefit of any third-party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

24. Headings for Convenience Only. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

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

(Remainder of Page Intentionally Left Blank. Signatures Begin on Next Page.)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

DISTRICT:

**MARION RANCH COMMUNITY
DEVELOPMENT DISTRICT**

ATTEST:

James P. Ward, Secretary

By: _____
Name: _____
Chairperson / Vice-Chairperson

DEVELOPER:

FREEDOM COMMONS DEVELOPMENT, LLC,
a Delaware limited liability company

By: Armstrong Brothers Development Group, LLC,
a Delaware limited liability company,
its sole Member and Manager

By: Casa Holdings, LLC,
a Florida limited liability company,
its Authorized Member

By: _____
F. Christopher Armstrong, as Manager

RESOLUTION 2024-20

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MARION RANCH COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2024 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT AND PROVIDING FOR AN EFFECTIVE DATE.

RECITALS

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors of the Marion Ranch Community Development District (the “Board”), a proposed Budget for Fiscal Year 2024; and

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

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

SECTION 1. INCORPORATION OF WHEREAS CLAUSES. That the foregoing “Whereas” clauses are true and correct and incorporated herein as if written into this Section.

SECTION 2. APPROVAL OF THE PROPOSED BUDGETS. The proposed Budget submitted by the District Manager for Fiscal Year 2024, attached hereto as **Exhibit A**, is hereby approved as the basis for conducting a public hearing to adopt said budget.

SECTION 3. DATE, TIME, AND LOCATION. A Public Hearing on said approved budget is hereby declared and set for the following date, hour, and location:

DATE:	Tuesday, April 16, 2024
HOUR:	3:00 p.m.
LOCATION:	Offices of Lennar Homes 2100 SE 17th Street, Suite 601 Ocala, Florida 34471

SECTION 4. SUBMITTAL OF BUDGET TO MARION COUNTY. The District Manager is hereby directed to submit a copy of the proposed budget to Marion County at least 60 days prior to the hearing set above. In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the proposed budget on the District's website at least two days before the budget hearing date.

SECTION 5. NOTICE OF PUBLIC HEARING. Notice of this Public Hearing on the budget shall be published in a newspaper of general circulation, in the area of the district, once a week for two (2) consecutive weeks, except that the first publication shall not be fewer than 15 days prior to the date of the hearing. The notice shall further contain a designation of the day, time, and place of the public hearing. At the time and place designated in the notice, the Board shall

RESOLUTION 2024-20

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MARION RANCH COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2024 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT AND PROVIDING FOR AN EFFECTIVE DATE.

hear all objections to the budget as proposed and may make such changes as the board deems necessary.

SECTION 6. SEVERABILITY AND INVALID PROVISIONS. If any one of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contract to the policy of express law, but not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way effect the validity of the other provisions hereof., That all Sections or parts of Sections of any Resolutions, Agreements or actions of the Board of Supervisors in conflict are hereby repealed to the extent of such conflict.

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

PASSED AND ADOPTED by the Board of Supervisors of the Marion Ranch Community Development District, Marion County, Florida, this 23rd day of January 2024.

ATTEST:

James P. Ward, Secretary

**MARION RANCH
COMMUNITY DEVELOPMENT DISTRICT**

Name: _____
Chairperson / Vice-Chairperson

Exhibit A: Fiscal Year 2024 Proposed Budget

Marion Ranch Community Development District

General Fund - Budget

Fiscal Year 2024

Description	FY 2024
Revenues and Other Sources	
Carryforward	\$ -
Interest Income - General Account	\$ -
Assessment Revenue	
Assessments - On-Roll	\$ -
Assessments - Off-Roll	\$ -
Contributions - Private Sources	
Lennar Homes	\$ 115,125
Total Revenue & Other Sources	<u>\$ 115,125</u>
 Appropriations	
Legislative	
Board of Supervisor's Fees	\$ -
Board of Supervisor's - FICA	\$ -
Executive	
Professional - Management	\$ 40,000
Financial and Administrative	
Audit Services	\$ -
Accounting Services	\$ 16,000
Assessment Roll Preparation	\$ -
Arbitrage Rebate Fees	\$ -
Other Contractual Services	
Recording and Transcription	\$ -
Legal Advertising	\$ 7,500
Trustee Services	\$ -
Dissemination Agent Services	\$ -
Property Appraiser Fees	\$ -
Bank Service Fees	\$ 350
Travel and Per Diem	
Communications and Freight Services	
Telephone	\$ -
Postage, Freight & Messenger	\$ 1,500
Rentals and Leases	
Miscellaneous Equipment	\$ -
Computer Services (Web Site)	\$ 1,600
Insurance	
Subscriptions and Memberships	\$ 175
Printing and Binding	
Office Supplies	\$ -

Marion Ranch Community Development District

General Fund - Budget

Fiscal Year 2024

Description	FY 2024
Legal Services	
General Counsel	\$ 25,000
Other General Government Services	
Engineering Services	\$ 15,000
Contingencies	\$ -
Capital Outlay	\$ -
Reserves	
Operational Reserve (Future Years)	\$ -
Other Fees and Charges	
Discounts, Tax Collector Fee and Property Appraiser Fee	\$ -
Total Appropriations	<u>\$ 115,125</u>

**DEVELOPER FUNDING AGREEMENT – GENERAL FUND
FISCAL YEAR 2024**

This Agreement is made and entered into this 23rd day of January, 2024, by and between:

MARION RANCH COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in Marion County, Florida ("District"), and

LENNAR HOMES, INC., a Florida limited liability company, and a landowner in the District ("Developer") with a mailing address of Lennar Homes, 2100 SE 17th Street, Suite 601, Ocala, FL 34471.

RECITALS

WHEREAS, the District was established by an ordinance adopted by the County Commission of Marion County, Florida, for the purpose of planning, financing, constructing, operating, and/or maintaining certain infrastructure; and

WHEREAS, the District, pursuant to Chapter 190, Florida Statutes, is authorized to levy such taxes, special assessments, fees, and other charges as may be necessary in furtherance of the District's activities and services; and

WHEREAS, Developer presently is developing the majority of all real property ("Property") within the District, which Property will benefit from the timely construction and acquisition of the District's facilities, activities and services and from the continued operations of the District; and

WHEREAS, the District is adopting its general fund budget for Fiscal Year 2024, which year concludes on September 30, 2024; and

WHEREAS, this general fund budget, which both parties recognize may be amended from time to time in the sole discretion of the District, is attached hereto and incorporated herein by reference as **Exhibit A**; and

WHEREAS, the District has the option of levying non-ad valorem assessments on all land, including the Property owned by the Developer, that will benefit from the activities, operations and services set forth in the Fiscal Year 2024 budget, or utilizing such other revenue sources as may be available to it; and

WHEREAS, in lieu of levying assessments on the Property, the Developer is willing to provide such funds as are necessary to allow the District to proceed with its operations as described in **Exhibit A**; and

WHEREAS, the Developer agrees that the activities, operations, and services provide a special and peculiar benefit equal to or in excess of the costs reflected on **Exhibit A** to the Property; and

WHEREAS, the Developer has agreed to enter into this Agreement in lieu of having the District levy and collect any non-ad valorem assessments as authorized by law against the Property located within the District for the activities, operations and services set forth in **Exhibit A**;

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

**DEVELOPER FUNDING AGREEMENT – GENERAL FUND
FISCAL YEAR 2024**

1. **FUNDING.** The Developer agrees to make available to the District the monies necessary for the operation of the District as called for in the budget attached hereto as **Exhibit A** (and as **Exhibit A** may be amended from time to time pursuant to Florida law, but subject to the Developer's consent to such amendments to incorporate them herein), within thirty (30) days of written request by the District. The funds shall be placed in the District's general checking account. These payments are made by the Developer in lieu of taxes, fees, or assessments which might otherwise be levied or imposed by the District.

2. **ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

3. **AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all of the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

4. **ASSIGNMENT.** This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other. Any purported assignment without such consent shall be void.

5. **DEFAULT.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief, and specific performance.

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

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

8. **CHOICE OF LAW.** This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida.

9. **ARM'S LENGTH.** This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

**DEVELOPER FUNDING AGREEMENT – GENERAL FUND
FISCAL YEAR 2024**

10. **EFFECTIVE DATE.** The Agreement shall be effective after execution by both parties hereto.

IN WITNESS WHEREOF, the parties execute this Agreement the day and year first written above.

Attest:

**MARION RANCH
COMMUNITY DEVELOPMENT DISTRICT**

James P. Ward, Secretary

Name: _____
Chairperson / Vice-Chairperson

LENNAR HOMES, INC.

Name: _____
Position: _____

Exhibit A Fiscal Year 2024 General Fund Budget

Marion Ranch Community Development District

General Fund - Budget

Fiscal Year 2024

Description	FY 2024
Revenues and Other Sources	
Carryforward	\$ -
Interest Income - General Account	\$ -
Assessment Revenue	
Assessments - On-Roll	\$ -
Assessments - Off-Roll	\$ -
Contributions - Private Sources	
Lennar Homes	\$ 115,125
Total Revenue & Other Sources	<u>\$ 115,125</u>
Appropriations	
Legislative	
Board of Supervisor's Fees	\$ -
Board of Supervisor's - FICA	\$ -
Executive	
Professional - Management	\$ 40,000
Financial and Administrative	
Audit Services	\$ -
Accounting Services	\$ 16,000
Assessment Roll Preparation	\$ -
Arbitrage Rebate Fees	\$ -
Other Contractual Services	
Recording and Transcription	\$ -
Legal Advertising	\$ 7,500
Trustee Services	\$ -
Dissemination Agent Services	\$ -
Property Appraiser Fees	\$ -
Bank Service Fees	\$ 350
Travel and Per Diem	
Communications and Freight Services	
Telephone	\$ -
Postage, Freight & Messenger	\$ 1,500
Rentals and Leases	
Miscellaneous Equipment	\$ -
Computer Services (Web Site)	\$ 1,600
Insurance	
Subscriptions and Memberships	\$ 175
Printing and Binding	
Office Supplies	\$ -

Marion Ranch Community Development District

General Fund - Budget

Fiscal Year 2024

Description	FY 2024
Legal Services	
General Counsel	\$ 25,000
Other General Government Services	
Engineering Services	\$ 15,000
Contingencies	\$ -
Capital Outlay	\$ -
Reserves	
Operational Reserve (Future Years)	\$ -
Other Fees and Charges	
Discounts, Tax Collector Fee and Property Appraiser Fee	\$ -
Total Appropriations	<u>\$ 115,125</u>