

AVIARY AT RUTLAND RANCH

**COMMUNITY DEVELOPMENT
DISTRICT**

June 12, 2024

**BOARD OF SUPERVISORS
REGULAR
MEETING AGENDA**

AVIARY AT RUTLAND RANCH
COMMUNITY DEVELOPMENT DISTRICT

AGENDA
LETTER

Aviary at Rutland Ranch Community Development District

OFFICE OF THE DISTRICT MANAGER

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

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

June 5, 2024

Board of Supervisors

Aviary at Rutland Ranch Community Development District

Dear Board Members:

The Board of Supervisors of the Aviary at Rutland Ranch Community Development District will hold a Regular Meeting on June 12, 2024 at 6:00 p.m., or as soon thereafter as the matter may be heard, at 6102 162nd Avenue E, Parrish, Florida 34219. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consideration of Resolution 2024-02, Designating a Date, Time and Location for Landowners' Meeting; Providing for Publication, Providing for an Effective Date
4. Consideration of Resolution 2024-03, Approving a Proposed Budget for Fiscal Year 2024/2025 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing for an Effective Date
5. Consideration of Resolution 2024-04, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2024/2025 and Providing for an Effective Date
6. Consideration of Resolution 2024-05, Implementing Section 190.006(3), Florida Statutes, and Requesting that the Manatee County Supervisor of Elections Begin Conducting the District's General Elections; Providing for Compensation; Setting for the Terms of Office; Authorizing Notice of the Qualifying Period; and Providing for Severability and an Effective Date
7. Update: Required Ethics Training and Financial Disclosure Filing
 - Sample Form 1 2023/Instructions
8. Update: Financing Items
9. Ratification of Acquisition of Phase IIIA Improvements
10. Consideration of Resolution 2024-06, Directing the Chairman and District Staff to Request the Passage of an Ordinance by the County Commission of Manatee County, Florida, Amending

ATTENDEES:

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

NOTE: Meeting Time

the District's Boundaries, and Authorizing Such Other Actions as are Necessary in Furtherance of that Process; and Providing an Effective Date

A. Consideration of Boundary Amendment Funding Agreement

11. Acceptance of Unaudited Financial Statements as of April 30, 2024

12. Approval of November 9, 2023 Regular Meeting Minutes

13. Staff Reports

A. District Counsel: *Kutak Rock LLP*

B. District Engineer: *ZNS Engineering, L.C.*

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

- 507 Registered Voters in District as of April 15, 2024

- UPCOMING MEETINGS

➤ July 17, 2024 at 5:00 PM

➤ August 21, 2024 at 5:00 PM [Adoption of Delegation Resolution]

➤ September 18, 2024 at 5:00 PM

- QUORUM CHECK

SEAT 1	STEPHEN CERVEN	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	A JOHN FALKNER	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3	SCOTT FALKNER	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4	ROGER AMAN	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5	ROY COHN	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

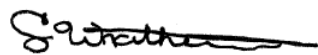
14. Public Comments

15. Board Members' Comments/Requests

16. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (561) 719-8675 or Cindy Cerbone at (561) 346-5294.

Sincerely,



Craig Wrathell
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

CALL-IN NUMBER: 1-888-354-0094

PARTICIPANT PASSCODE: 801 901 3513

AVIARY AT RUTLAND RANCH

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2024-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF AVIARY AT RUTLAND RANCH COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME AND LOCATION FOR LANDOWNERS' MEETING; PROVIDING FOR PUBLICATION, PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, the District's Board of Supervisors (the "Board") is statutorily authorized to exercise the powers granted to the District; and

WHEREAS, all meetings of the Board shall be open to the public and governed by provisions of Chapter 286, *Florida Statutes*; and

WHEREAS, the effective date of Manatee County Ordinance No. 18-32 creating the District (the "Ordinance") August 23, 2018; and

WHEREAS, the District is statutorily required to hold a meeting of the landowners of the District for the purpose of electing Board of Supervisors for the District on a date in November established by the Board, which shall be noticed pursuant to Section 190.006(2)(a), *Florida Statutes*.

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

SECTION 1. In accordance with section 190.006(2), *Florida Statutes*, the meeting of the landowners to elect one (1) supervisor of the District, shall be held on the 5th day of November, 2024 at 11:00 a.m., at Home2 Suites by Hilton – Lakewood Ranch, 6015 Exchange Way, Bradenton, Florida 34202.

SECTION 2. The District's Secretary is hereby directed to publish notice of this landowners meeting in accordance with the requirements of Section 190.006(2)(a), *Florida Statutes*.

SECTION 3. Pursuant to Section 190.006(2)(b), *Florida Statutes*, the landowners' meeting and election is hereby announced by the Board at its June 12, 2024 meeting. A sample notice of landowners' meeting and election, proxy, ballot form and instructions were presented at such meeting and are attached hereto as **Exhibit A**. Such documents are available for review and copying during normal business hours at the at the office of the District Manager, Wrathell, Hunt & Associates, LLC, located at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

SECTION 4. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 12TH DAY OF JUNE, 2024.

ATTEST:

**AVIARY AT RUTLAND RANCH COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A

**NOTICE OF LANDOWNERS' MEETING AND ELECTION AND MEETING OF THE BOARD OF
SUPERVISORS OF THE AVIARY AT RUTLAND RANCH COMMUNITY DEVELOPMENT DISTRICT**

Notice is hereby given to the public and all landowners within Aviary at Rutland Ranch Community Development District (the "District") in Manatee County, Florida, advising that a meeting of landowners will be held for the purpose of electing one (1) person to the District Board of Supervisors. Immediately following the landowners' meeting, there will be convened a meeting of the Board of Supervisors for the purpose of considering certain matters of the Board to include election of certain District officers, and other such business which may properly come before the Board.

DATE: November 5, 2024

TIME: 11:00 a.m.

PLACE: Home2 Suites by Hilton – Lakewood Ranch
6015 Exchange Way
Bradenton, Florida 34202

Each landowner may vote in person or by written proxy. Proxy forms may be obtained upon request at the office of the District Manager, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431. At said meeting, each landowner or his or her proxy shall be entitled to nominate persons for the position of Supervisor and cast one vote per acre of land, or fractional portion thereof, owned by him or her and located within the District for each person to be elected to the position of Supervisor. A fraction of an acre shall be treated as one acre, entitling the landowner to one vote with respect thereto. Platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner's proxy. At the landowners' meeting, the landowners shall select a person to serve as the meeting chair and who shall conduct the meeting.

The landowners' meeting and the Board of Supervisors meeting are open to the public and will be conducted in accordance with the provisions of Florida law. One or both of the meetings may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agenda for these meetings may be obtained from 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431. There may be an occasion where one or more supervisors will participate by telephone.

Any person requiring special accommodations to participate in these meetings is asked to contact the District Office at (877) 276-0889, at least 48 hours before the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service at (800) 955-8770 for aid in contacting the District Office.

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

District Manager

Run Date(s): _____ & _____

PUBLISH: ONCE A WEEK FOR 2 CONSECUTIVE WEEKS, THE LAST DAY OF PUBLICATION TO BE NOT FEWER THAN 14 DAYS OR MORE THAN 28 DAYS BEFORE THE DATE OF ELECTION, IN A NEWSPAPER WHICH IS IN GENERAL CIRCULATION IN THE AREA OF THE DISTRICT

**INSTRUCTIONS RELATING TO LANDOWNERS' MEETING OF
AVIARY AT RUTLAND RANCH COMMUNITY DEVELOPMENT DISTRICT
FOR THE ELECTION OF SUPERVISORS**

DATE OF LANDOWNERS' MEETING: **November 5, 2024**

TIME: **11:00 a.m.**

LOCATION: **Home2 Suites by Hilton – Lakewood Ranch
6015 Exchange Way
Bradenton, Florida 34202**

Pursuant to Chapter 190, Florida Statutes, and 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 ("**Board**") 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 are intended to comply with Section 190.006(2)(b), Florida Statutes.

A landowner may vote in person at the landowners' 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 position on the Board that is open for election for the upcoming term. 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 landowners 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 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 that is open for election for the upcoming term.

One (1) seat on the Board will be up for election by landowners. The candidate receiving the highest number of votes shall be elected for a term of four (4) years, with the term of office for the successful candidate commencing 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.

LANDOWNER PROXY

**AVIARY AT RUTLAND RANCH COMMUNITY DEVELOPMENT DISTRICT
MANATEE COUNTY, FLORIDA
LANDOWNERS' MEETING – NOVEMBER 5, 2024**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the fee simple owner of the lands described herein, 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 Aviary at Rutland Ranch Community Development District to be held at 11:00 a.m., on November 5, 2024, at Home2 Suites by Hilton – Lakewood Ranch, 6015 Exchange Way, Bradenton, Florida 34202, and at any adjournments thereof, according to the number of acres of unplatted land and/or platted lots owned by the undersigned landowner that the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing that may be considered at said meeting including, but not limited to, the election of members of the Board of Supervisors. Said Proxy Holder may vote in accordance with his or her discretion on all matters not known or determined at the time of solicitation of this proxy, which may legally be considered at said meeting.

Any proxy heretofore given by the undersigned for said meeting is hereby revoked. This proxy is to continue in full force and effect 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 written notice of such revocation presented at the landowners' meeting prior to the proxy holder's exercising the voting rights conferred herein.

Printed Name of Legal Owner

Signature of Legal Owner

Date

Parcel Description

Acreage

Authorized Votes

[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.]

Total Number of Authorized Votes: _____

NOTES: Pursuant to Section 190.006(2)(b), Florida Statutes, a fraction of an acre is treated as one (1) acre entitling the landowner to one vote with respect thereto. Moreover, two (2) or more persons who own real property in common that is one acre or less are together entitled to only one vote for that real property.

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.).

OFFICIAL BALLOT

**AVIARY AT RUTLAND RANCH COMMUNITY DEVELOPMENT DISTRICT
MANATEE COUNTY, FLORIDA
LANDOWNERS' MEETING – NOVEMBER 5, 2024**

For Election (1 Supervisor): The candidate receiving the highest number of votes will receive a four (4)-year term, with the term of office for the successful candidate commencing upon election.

The undersigned certifies that he/she/it is the fee simple owner of land, or the proxy holder for the fee simple owner of land, located within the Aviary at Rutland Ranch Community Development District and described as follows:

<u>Description</u>	<u>Acreage</u>
_____	_____
_____	_____
_____	_____

[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.]

or

Attach Proxy.

I, _____, as Landowner, or as the proxy holder of _____ (Landowner) pursuant to the Landowner's Proxy attached hereto, do cast my votes as follows:

SEAT	NAME OF CANDIDATE	NUMBER OF VOTES
3		

Date: _____

Signed: _____

Printed Name: _____

AVIARY AT RUTLAND RANCH
COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2024-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVIARY AT RUTLAND RANCH COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2024/2025 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the District Manager has prepared and submitted to the Board of Supervisors ("**Board**") of the Aviary at Rutland Ranch Community Development District ("**District**") prior to June 15, 2024, the proposed budget ("**Proposed Budget**") for the Fiscal Year beginning October 1, 2024 and ending September 30, 2025 ("**Fiscal Year 2024/2025**"); and

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

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

SECTION 1. PROPOSED BUDGET APPROVED. The Proposed Budget prepared by the District Manager for Fiscal Year 2024/2025, attached hereto as **Exhibit A**, is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

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

DATE:	_____
HOUR:	5:00 p.m.
LOCATION:	6102 162 nd Avenue E Parrish, Florida 34219

SECTION 3. TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENTS. The District Manager is hereby directed to submit a copy of the Proposed Budget to Manatee County at least sixty (60) days prior to the hearing set above.

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

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

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

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

PASSED AND ADOPTED this 12th day of June, 2024.

ATTEST:

**AVIARY AT RUTLAND RANCH COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Fiscal Year 2024/2025 Proposed Budget

Exhibit A: Fiscal Year 2024/2025 Proposed Budget

**AVIARY AT RUTLAND RANCH
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2025**

**AVIARY AT RUTLAND RANCH
COMMUNITY DEVELOPMENT DISTRICT
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**AVIARY AT RUTLAND RANCH
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2025**

	Fiscal Year 2024				Proposed Budget FY 2025
	Adopted Budget FY 2024	Actual through 03/31/2024	Projected through 9/30/2024	Total Actual & Projected	
REVENUES					
Assessment levy: on-roll - gross	\$ 118,806				\$ 112,143
Allowable discounts (4%)	(4,752)				(4,486)
Assessment levy: on-roll - net	114,054	\$ 113,333	\$ 721	\$ 114,054	107,657
Interest	-	163	-	163	-
Total revenues	114,054	113,496	721	114,217	107,657
EXPENDITURES					
Professional & administrative					
Managament/accounting/recording	48,000	24,000	24,000	48,000	48,000
Legal	20,000	1,786	18,214	20,000	10,000
Engineering	7,500	-	7,500	7,500	5,000
Audit	6,000	1,250	4,750	6,000	6,000
Arbitrage rebate calculation	1,000	-	1,000	1,000	1,000
Debt service accounting - series 2019	2,500	-	-	-	-
Debt service accounting - series 2021	2,500	-	2,500	2,500	2,500
Debt service accounting - series 2024	-	-	-	-	2,500
Dissemination agent	2,000	1,000	1,000	2,000	3,000
Trustee					
Series 2019	4,250	-	4,250	4,250	4,250
Series 2021	4,250	-	4,250	4,250	4,250
Series 2024	-	-	-	-	4,250
Telephone	200	100	100	200	200
Postage	500	22	478	500	500
Printing & binding	500	250	250	500	500
Legal advertising	1,700	68	1,632	1,700	1,700
Annual special district fee	175	175	-	175	175
Insurance	8,000	8,202	-	8,202	9,053
Contingencies/bank charges	500	-	500	500	500
Website					
Hosting & maintenance	705	185	705	890	705
ADA compliance	210	-	210	210	210
Tax collector	3,564	3,395	169	3,564	3,364
Total professional & administrative	114,054	40,433	71,508	111,941	107,657
Total expenditures	\$ 114,054	40,433	71,508	111,941	107,657
Net increase/(decrease) of fund balance	-	73,063	(70,787)	2,276	-
Fund balance - beginning (unaudited)	106,184	140,429	213,492	140,429	142,705
Fund balance - ending (projected)					
Committed					
Storm water reporting	-	-	-	-	7,500
Assigned					
3 months working capital	-	-	-	-	36,930
Unassigned	106,184	213,492	142,705	142,705	98,275
Fund balance - ending	\$ 106,184	\$ 213,492	\$ 142,705	\$ 142,705	\$ 142,705

**AVIARY AT RUTLAND RANCH
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES

Professional & administrative

Management/accounting/recording	\$ 48,000
<p>Wrathell, Hunt and Associates, LLC (WHA), specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all of the District's governmental requirements. WHA develops financing programs, administers the issuance of tax exempt bond financings, operates and maintains the assets of the community.</p>	
Legal	10,000
<p>General counsel and legal representation, which includes issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.</p>	
Engineering	5,000
<p>The District's Engineer will provide construction and consulting services, to assist the District in crafting sustainable solutions to address the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.</p>	
Audit	6,000
<p>Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.</p>	
Arbitrage rebate calculation	1,000
<p>To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.</p>	
Debt service accounting - series 2021	2,500
Debt service accounting - series 2024	2,500
Dissemination agent	3,000
<p>The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934. Wrathell, Hunt & Associates serves as dissemination agent.</p>	
Trustee	
<p>Annual fee for the service provided by trustee, paying agent and registrar.</p>	
Series 2019	4,250
Series 2021	4,250
Series 2024	4,250
Telephone	200
<p>Telephone and fax machine.</p>	
Postage	500
<p>Mailing of agenda packages, overnight deliveries, correspondence, etc.</p>	
Printing & binding	500
<p>Letterhead, envelopes, copies, agenda packages, etc.</p>	
Legal advertising	1,700
<p>The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.</p>	
Annual special district fee	175
<p>Annual fee paid to the Florida Department of Economic Opportunity.</p>	
Insurance	9,053
<p>The District will obtain public officials and general liability insurance.</p>	
Contingencies/bank charges	500
<p>Bank charges and other miscellaneous expenses incurred during the year.</p>	
Website	
Hosting & maintenance	705
ADA compliance	210
Tax collector	3,364
Total expenditures	<u><u>\$107,657</u></u>

**AVIARY AT RUTLAND RANCH
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2019
FISCAL YEAR 2025**

	Fiscal Year 2024				
	Adopted Budget FY 2024	Actual through 03/31/2024	Projected through 9/30/2024	Total Actual & Projected	Proposed Budget FY 2025
REVENUES					
Assessment levy: on-roll	\$ 251,677				\$ 251,677
Allowable discounts (4%)	(10,067)				(10,067)
Net assessment levy - on-roll	241,610	\$ 240,142	\$ -	\$ 240,142	241,610
Interest	-	4,817	-	4,817	-
Total revenues	241,610	244,959	-	244,959	241,610
EXPENDITURES					
Debt service					
Principal	75,000	-	75,000	75,000	75,000
Interest	158,369	79,184	80,544	159,728	158,369
Tax collector	7,550	7,193	7,550	14,743	7,550
Total expenditures	240,919	86,377	163,094	249,471	240,919
Excess/(deficiency) of revenues over/(under) expenditures	691	158,582	(163,094)	(4,512)	691
Fund balance:					
Net increase/(decrease) in fund balance	691	158,582	(163,094)	(4,512)	691
Beginning fund balance (unaudited)	216,866	211,945	370,527	211,945	207,433
Ending fund balance (projected)	<u>\$217,557</u>	<u>\$ 370,527</u>	<u>\$ 207,433</u>	<u>\$ 207,433</u>	<u>208,124</u>
Use of fund balance:					
Debt service reserve account balance (required)					(117,659)
Interest expense - December 1, 2024					(77,825)
Projected fund balance surplus/(deficit) as of September 30, 2024					<u>\$ 12,640</u>

**AVIARY AT RUTLAND RANCH
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2019 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
12/1/2024			77,825.00	77,825.00	3,465,000.00
6/1/2025	80,000.00	4.000%	77,825.00	157,825.00	3,465,000.00
12/1/2025			76,225.00	76,225.00	3,385,000.00
6/1/2026	80,000.00	4.000%	76,225.00	156,225.00	3,385,000.00
12/1/2026			74,625.00	74,625.00	3,305,000.00
6/1/2027	85,000.00	4.000%	74,625.00	159,625.00	3,305,000.00
12/1/2027			72,925.00	72,925.00	3,220,000.00
6/1/2028	90,000.00	4.000%	72,925.00	162,925.00	3,220,000.00
12/1/2028			71,125.00	71,125.00	3,130,000.00
6/1/2029	90,000.00	4.000%	71,125.00	161,125.00	3,130,000.00
12/1/2029			69,325.00	69,325.00	3,040,000.00
6/1/2030	95,000.00	4.000%	69,325.00	164,325.00	3,040,000.00
12/1/2030			67,425.00	67,425.00	2,945,000.00
6/1/2031	100,000.00	4.500%	67,425.00	167,425.00	2,945,000.00
12/1/2031			65,175.00	65,175.00	2,845,000.00
6/1/2032	105,000.00	4.500%	65,175.00	170,175.00	2,845,000.00
12/1/2032			62,812.50	62,812.50	2,740,000.00
6/1/2033	110,000.00	4.500%	62,812.50	172,812.50	2,740,000.00
12/1/2033			60,337.50	60,337.50	2,630,000.00
6/1/2034	115,000.00	4.500%	60,337.50	175,337.50	2,630,000.00
12/1/2034			57,750.00	57,750.00	2,515,000.00
6/1/2035	120,000.00	4.500%	57,750.00	177,750.00	2,515,000.00
12/1/2035			55,050.00	55,050.00	2,395,000.00
6/1/2036	125,000.00	4.500%	55,050.00	180,050.00	2,395,000.00
12/1/2036			52,237.50	52,237.50	2,270,000.00
6/1/2037	130,000.00	4.500%	52,237.50	182,237.50	2,270,000.00
12/1/2037			49,312.50	49,312.50	2,140,000.00
6/1/2038	135,000.00	4.500%	49,312.50	184,312.50	2,140,000.00
12/1/2038			46,275.00	46,275.00	2,005,000.00
6/1/2039	145,000.00	4.500%	46,275.00	191,275.00	2,005,000.00
12/1/2039			43,012.50	43,012.50	1,860,000.00
6/1/2040	150,000.00	4.625%	43,012.50	193,012.50	1,860,000.00
12/1/2040			39,543.75	39,543.75	1,710,000.00
6/1/2041	155,000.00	4.625%	39,543.75	194,543.75	1,710,000.00
12/1/2041			35,959.38	35,959.38	1,555,000.00
6/1/2042	165,000.00	4.625%	35,959.38	200,959.38	1,555,000.00
12/1/2042			32,143.75	32,143.75	1,390,000.00
6/1/2043	170,000.00	4.625%	32,143.75	202,143.75	1,390,000.00
12/1/2043			28,212.50	28,212.50	1,220,000.00

**AVIARY AT RUTLAND RANCH
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2019 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
6/1/2044	180,000.00	4.625%	28,212.50	208,212.50	1,220,000.00
12/1/2044			24,050.00	24,050.00	1,040,000.00
6/1/2045	190,000.00	4.625%	24,050.00	214,050.00	1,040,000.00
12/1/2045			19,656.25	19,656.25	850,000.00
6/1/2046	200,000.00	4.625%	19,656.25	219,656.25	850,000.00
12/1/2046			15,031.25	15,031.25	650,000.00
6/1/2047	205,000.00	4.625%	15,031.25	220,031.25	650,000.00
12/1/2047			10,290.63	10,290.63	445,000.00
6/1/2048	215,000.00	4.625%	10,290.63	225,290.63	445,000.00
12/1/2048			5,318.75	5,318.75	230,000.00
6/1/2049	230,000.00	4.625%	5,318.75	235,318.75	-
Total	3,540,000.00		2,581,656.28	6,121,656.28	

**AVIARY AT RUTLAND RANCH
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2021
FISCAL YEAR 2025**

	Fiscal Year 2024				Proposed
	Adopted Budget FY 2024	Actual through 03/31/2024	Projected through 9/30/2024	Total Actual & Projected	Budget FY 2025
REVENUES					
Assessment levy: on-roll	\$ 251,721				\$ 251,721
Allowable discounts (4%)	(10,069)				(10,069)
Net assessment levy - on-roll	241,652	\$ 240,201	\$ -	\$ 240,201	241,652
Interest	-	5,473	-	5,473	-
Total revenues	241,652	245,674	-	245,674	241,652
EXPENDITURES					
Debt service					
Principal	90,000	90,000	-	90,000	90,000
Interest	144,085	72,594	72,594	145,188	144,085
Tax collector	7,552	7,195	-	7,195	7,552
Total expenditures	241,637	169,789	72,594	242,383	241,637
Excess/(deficiency) of revenues over/(under) expenditures	15	75,885	(72,594)	3,291	15
Fund balance:					
Net increase/(decrease) in fund balance	15	75,885	(72,594)	3,291	15
Beginning fund balance (unaudited)	284,289	287,180	363,065	287,180	290,471
Ending fund balance (projected)	<u>\$284,304</u>	<u>\$ 363,065</u>	<u>\$ 290,471</u>	<u>\$ 290,471</u>	<u>290,486</u>
Use of fund balance:					
Debt service reserve account balance (required)					(117,680)
Principal expense - November 1, 2024					(90,000)
Interest expense - November 1, 2024					(71,491)
Projected fund balance surplus/(deficit) as of September 30, 2024					<u>\$ 11,315</u>

**AVIARY AT RUTLAND RANCH
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2021 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/1/2023	90,000.00	2.450%	72,593.75	162,593.75	4,085,000.00
5/1/2024			71,491.25	71,491.25	3,995,000.00
11/1/2024	90,000.00	2.450%	71,491.25	161,491.25	3,995,000.00
5/1/2025			70,388.75	70,388.75	3,905,000.00
11/1/2025	90,000.00	2.450%	70,388.75	160,388.75	3,905,000.00
5/1/2026			69,286.25	69,286.25	3,815,000.00
11/1/2026	95,000.00	2.450%	69,286.25	164,286.25	3,815,000.00
5/1/2027			68,122.50	68,122.50	3,720,000.00
11/1/2027	95,000.00	3.100%	68,122.50	163,122.50	3,720,000.00
5/1/2028			66,650.00	66,650.00	3,625,000.00
11/1/2028	100,000.00	3.100%	66,650.00	166,650.00	3,625,000.00
5/1/2029			65,100.00	65,100.00	3,525,000.00
11/1/2029	105,000.00	3.100%	65,100.00	170,100.00	3,525,000.00
5/1/2030			63,472.50	63,472.50	3,420,000.00
11/1/2030	105,000.00	3.100%	63,472.50	168,472.50	3,420,000.00
5/1/2031			61,845.00	61,845.00	3,315,000.00
11/1/2031	110,000.00	3.100%	61,845.00	171,845.00	3,315,000.00
5/1/2032			60,140.00	60,140.00	3,205,000.00
11/1/2032	115,000.00	3.400%	60,140.00	175,140.00	3,205,000.00
5/1/2033			58,185.00	58,185.00	3,090,000.00
11/1/2033	115,000.00	3.400%	58,185.00	173,185.00	3,090,000.00
5/1/2034			56,230.00	56,230.00	2,975,000.00
11/1/2034	120,000.00	3.400%	56,230.00	176,230.00	2,975,000.00
5/1/2035			54,190.00	54,190.00	2,855,000.00
11/1/2035	125,000.00	3.400%	54,190.00	179,190.00	2,855,000.00
5/1/2036			52,065.00	52,065.00	2,730,000.00
11/1/2036	130,000.00	3.400%	52,065.00	182,065.00	2,730,000.00
5/1/2037			49,855.00	49,855.00	2,600,000.00
11/1/2037	135,000.00	3.400%	49,855.00	184,855.00	2,600,000.00
5/1/2038			47,560.00	47,560.00	2,465,000.00
11/1/2038	140,000.00	3.400%	47,560.00	187,560.00	2,465,000.00
5/1/2039			45,180.00	45,180.00	2,325,000.00
11/1/2039	145,000.00	3.400%	45,180.00	190,180.00	2,325,000.00
5/1/2040			42,715.00	42,715.00	2,180,000.00
11/1/2040	145,000.00	3.400%	42,715.00	187,715.00	2,180,000.00
5/1/2041			40,250.00	40,250.00	2,035,000.00
11/1/2041	150,000.00	3.400%	40,250.00	190,250.00	2,035,000.00
5/1/2042			37,700.00	37,700.00	1,885,000.00
11/1/2042	155,000.00	4.000%	37,700.00	192,700.00	1,885,000.00
5/1/2043			34,600.00	34,600.00	1,730,000.00
11/1/2043	165,000.00	4.000%	34,600.00	199,600.00	1,730,000.00
5/1/2044			31,300.00	31,300.00	1,565,000.00
11/1/2044	170,000.00	4.000%	31,300.00	201,300.00	1,565,000.00
5/1/2045			27,900.00	27,900.00	1,395,000.00
11/1/2045	175,000.00	4.000%	27,900.00	202,900.00	1,395,000.00
5/1/2046			24,400.00	24,400.00	1,220,000.00
11/1/2046	185,000.00	4.000%	24,400.00	209,400.00	1,220,000.00

**AVIARY AT RUTLAND RANCH
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2021 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
5/1/2047			20,700.00	20,700.00	1,035,000.00
11/1/2047	190,000.00	4.000%	20,700.00	210,700.00	1,035,000.00
5/1/2048			16,900.00	16,900.00	845,000.00
11/1/2048	200,000.00	4.000%	16,900.00	216,900.00	845,000.00
5/1/2049			12,900.00	12,900.00	645,000.00
11/1/2049	205,000.00	4.000%	12,900.00	217,900.00	645,000.00
5/1/2050			8,800.00	8,800.00	440,000.00
11/1/2050	215,000.00	4.000%	8,800.00	223,800.00	440,000.00
5/1/2051			4,500.00	4,500.00	225,000.00
11/1/2051	225,000.00	4.000%	4,500.00	229,500.00	-
Total	4,085,000.00		2,597,446.25	6,682,446.25	

**AVIARY AT RUTLAND RANCH
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND AND DEBT SERVICE FUND
ASSESSMENT SUMMARY
FISCAL YEAR 2025**

Phase 1 Units - Series 2019 DS - On-Roll

Number of Units	Unit Type	Projected Fiscal Year 2025			FY 24 Assessment
		GF	DSF	GF & DSF	
214	SF 50'	234.51	1,176.06	1,410.57	1,465.69
214					

Phase 2 Units - Series 2021 DS - On-Roll*
--

Number of Units	Unit Type	Projected Fiscal Year 2025			FY 24 Assessment
		GF	DSF	GF & DSF	
129	SF 50'	234.51	1,282.98	1,517.49	1,572.61
56	SF 60'	281.41	1,539.58	1,820.99	1,887.14
185					

Phase 3A Units - On-Roll*

	Unit Type	Projected Fiscal Year 2025			
		GF	DSF	GF & DSF	
68	SF 50'	234.51	-	234.51	n/a

* Assumes that all Phase 2 subject to the Series 2021 Bonds and Phase 3A units will be platted and assessed on-roll - subject to verification in June 2024 when the District receives property roll information from the Manatee County Property Appraiser

AVIARY AT RUTLAND RANCH
COMMUNITY DEVELOPMENT DISTRICT

5

RESOLUTION 2024-04

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

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

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

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

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

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE AVIARY AT RUTLAND RANCH COMMUNITY DEVELOPMENT DISTRICT:

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

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

PASSED AND ADOPTED this 12th day of June, 2024.

ATTEST:

**AVIARY AT RUTLAND RANCH COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A

AVIARY AT RUTLAND RANCH COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE		
LOCATION		
6102 162nd Avenue E, Parrish, Florida 34219		
¹ Home2 Suites by Hilton – Lakewood Ranch, 6015 Exchange Way, Bradenton, Florida 34202		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 16, 2024	Regular Meeting	5:00 PM
November 5, 2024 ¹	Landowners’ Meeting	11:00 AM
November 20, 2024	Regular Meeting	5:00 PM
December 18, 2024	Regular Meeting	5:00 PM
January 15, 2025	Regular Meeting	5:00 PM
February 19, 2025	Regular Meeting	5:00 PM
March 19, 2025	Regular Meeting	5:00 PM
April 16, 2025	Regular Meeting	5:00 PM
May 21, 2025	Regular Meeting	5:00 PM
June 18, 2025	Regular Meeting	5:00 PM
July 16, 2025	Regular Meeting	5:00 PM
August 20, 2025	Regular Meeting	5:00 PM
September 17, 2025	Regular Meeting	5:00 PM

AVIARY AT RUTLAND RANCH
COMMUNITY DEVELOPMENT DISTRICT

6

RESOLUTION 2024-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVIARY AT RUTLAND RANCH COMMUNITY DEVELOPMENT DISTRICT IMPLEMENTING SECTION 190.006(3), *FLORIDA STATUTES*, AND REQUESTING THAT THE MANATEE COUNTY SUPERVISOR OF ELECTIONS BEGIN CONDUCTING THE DISTRICT'S GENERAL ELECTIONS; PROVIDING FOR COMPENSATION; SETTING FOR THE TERMS OF OFFICE; AUTHORIZING NOTICE OF THE QUALIFYING PERIOD; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Aviary at Rutland 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 unincorporated Manatee County, Florida; and

WHEREAS, the Board of Supervisors of the District ("**Board**") seeks to implement Section 190.006(3), *Florida Statutes*, and to instruct the Manatee County Supervisor of Elections ("**Supervisor**") to conduct the District's elections by the qualified electors of the District at the general election ("**General Election**").

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

1. **GENERAL ELECTION SEATS.** Seat 4, currently held by Roger Aman, and Seat 5, currently held by Roy Cohn, are scheduled for the General Election beginning in November 2024. The District Manager is hereby authorized to notify the Supervisor of Elections as to what seats are subject to General Election for the current election year, and for each subsequent election year.

2. **QUALIFICATION PROCESS.** For each General Election, all candidates shall qualify for individual seats in accordance with Section 99.061, *Florida Statutes*, and must also be a qualified elector of the District. A qualified elector is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the Manatee County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, *Florida Statutes*.

3. **COMPENSATION.** Members of the Board receive \$200 per meeting for their attendance and no Board member shall receive more than \$4,800 per year.

4. **TERM OF OFFICE.** The term of office for the individuals to be elected to the Board in the General Election is four years. The newly elected Board members shall assume office on the second Tuesday following the election.

5. **REQUEST TO SUPERVISOR OF ELECTIONS.** The District hereby requests the Supervisor to conduct the District's General Election in November 2024, and for each subsequent General Election unless otherwise directed by the District's Manager. The District understands that it will be responsible to pay for its proportionate share of the General Election cost and agrees to pay same within a reasonable time after receipt of an invoice from the Supervisor.

6. **PUBLICATION.** The District Manager is directed to publish a notice of the qualifying period for each General Election, in a form substantially similar to **Exhibit A** attached hereto.

7. **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.

8. **EFFECTIVE DATE.** This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 12th day of June, 2024.

**AVIARY AT RUTLAND RANCH
COMMUNITY DEVELOPMENT
DISTRICT**

Chair/Vice Chair, Board of Supervisors

ATTEST:

Secretary/Assistant Secretary

EXHIBIT A

**NOTICE OF QUALIFYING PERIOD FOR CANDIDATES
FOR THE BOARD OF SUPERVISORS OF THE
AVIARY AT RUTLAND RANCH COMMUNITY DEVELOPMENT DISTRICT**

Notice is hereby given that the qualifying period for candidates for the office of Supervisor of the Aviary at Rutland Ranch Community Development District ("District") will commence at noon on June 10, 2024, and close at noon on June 14, 2024. Candidates must qualify for the office of Supervisor with the Manatee County Supervisor of Elections located at 600 301 Blvd. W, Suite 108, Bradenton, Florida 34205; Ph: (941) 741-3823. All candidates shall qualify for individual seats in accordance with Section 99.061, Florida Statutes, and must also be a "qualified elector" of the District, as defined in Section 190.003, Florida Statutes. A "qualified elector" is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the Manatee County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, Florida Statutes.

The Aviary at Rutland Ranch Community Development District has two (2) seats up for election, specifically seats 4 and 5. Each seat carries a four-year term of office. Elections are nonpartisan and will be held at the same time as the general election on November 5, 2024, and in the manner prescribed by law for general elections.

For additional information, please contact the Manatee County Supervisor of Elections.

Publish on or before May 27, 2024.

AVIARY AT RUTLAND RANCH

COMMUNITY DEVELOPMENT DISTRICT

7

Daphne Gillyard

From: Kutak Rock Development and Improvement Districts Group
<communications@kutakrock.com>
Sent: Friday, January 5, 2024 4:49 PM
To: Cindy Cerbone
Subject: Ethics Training 2024

You don't often get email from communications@kutakrock.com. [Learn why this is important](#)

KUTAKROCK

Development and Improvement Districts Practice Group



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District Managers,

As of January 1, 2024, all Board Supervisors of Florida Community special districts are required to complete four (4) hours of ethics training each year that addresses at a minimum, s. 8, Art. II of the State Constitution, the Code of Ethics for Public Officers and Employees, and the public records and public meetings laws of Florida. The purpose of this email is to notify you of free, on-demand resources available to Board Supervisors to satisfy this requirement. Further information regarding the requisite training is available on the [Florida Commission on Ethics' \("COE"\) website](#).

Please share this information with Board Supervisors or include in the next available agenda package. As always, if you have any questions, please do not hesitate to reach out to your Kutak Rock attorney.

Free Training Resources

The COE has produced several free, online training tutorials that will satisfy the ethics component of the annual training. The on-demand videos are available at the link below. Further, the website provides additional links to resources that Supervisors can access to complete the training requirements.

Florida Commission on Ethics Training Resources

Please note that the COE-produced content only provides free training for the ethics component of the annual training. However, the Office of the Attorney General of the State of Florida offers a free, two-hour online audio course that covers the Sunshine Law and Public Records Act components of the requisite training. The on-demand audio course is available at the link below.

Office of the Attorney General Training Resources

Compliance

Each year when Supervisors complete the required financial disclosure form (Form 1 Statement of Financial Interests), Supervisors must mark a box confirming that he or she has completed the ethics training requirements. At this time there is no requirement to submit a certificate; however, the COE advises that Supervisors keep a record of all trainings completed (including date and time of completion), in the event Supervisors are ever asked to provide proof of completion. The training is a calendar year requirement and corresponds to the form year. So, Supervisors will not report their 2024 training until they fill out their Form 1 for the 2025 year.

We have received multiple inquiries as to whether Board Supervisors are required to annually file Form 6 in addition to Form 1. Currently, Board Supervisors continue to be exempt from the requirement to file Form 6.

Finally, with respect to the annual filing of Form 1, beginning this year the Commission on Ethics will be requiring electronic submission of Form 1. Filers, including Board Supervisors, should be receiving an email directly from the Commission on Ethics, providing detailed information about the electronic filing process and the upcoming deadline of July 1, 2024. Note the submission of the forms will no longer be handled through county Supervisor of Election's offices.

Kutak Rock's Development and Improvement Districts Practice Group

Kutak Rock's Florida Development and Improvement Districts Practice Group



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The choice of a lawyer is an important decision and should not be based solely upon advertisements.

107 W College Ave, Tallahassee, Florida 32301



2023 Form 1 - Statement of Financial Interests

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

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

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.

AVIARY AT RUTLAND RANCH

COMMUNITY DEVELOPMENT DISTRICT

9

OWNER:	Aviary Development Group, Inc. 35100 State Road 64 E Myakka City, FL 34251	PROJECT:	The Aviary at Rutland Ranch Phase 3A	APPLICATION NO.	11 (Retainage)
				Period From:	1-Dec-2023
				Period To:	29-Feb-2024
CONTRACTOR:	E.T. MacKenzie Company of Florida, Inc 6212 33rd Street East Bradenton, FL 34203	ENGINEER:	ZNS Engineering 201 5th Avenue Drive East Bradenton, FL 34208	Project File No.:	52101
N.T.P. DATE:	2/6/2023	COMPLETION DATE:	11/28/2023	PO Number:	*

Total changes approved in previous months by Owner		ADDITIONS	DEDUCTIONS
No.	Date Approved	\$ -	\$ -
NET CHANGES by Change Order		\$ -	\$ -

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and current payment shown herein is now due.

CONTRACTOR: E. T. MacKenzie of Florida, Inc.

\$0.00

E.T.MACKENZIE COMPANY OF FLORIDA, INC.
6212 33RD STREET EAST
BRADENTON, FL 34203

The Aviary at Rutland Ranch Phase 3A

PO Number: *
Invoice No. 11 (Retainage) February 29, 2024

ITEM NO.	DESCRIPTION	CONTRACT QTY	UNIT	UNIT PRICE	CONTRACT AMOUNT	COMPLETE LAST PERIOD		COMPLETE THIS PERIOD		COMPLETE TO DATE		PERCENT COMPLETE
						QUANTITY	VALUE	QUANTITY	VALUE	QUANTITY	VALUE	
MOBILIZATION AND GENERAL CONDITIONS												
3A0.01	Mobilization	1.00	LS	\$35,859.60	\$35,859.60	1.00	35,859.60			1.00	\$35,859.60	100.00%
3A0.02	Silt Fence	6,570.00	LF	\$2.10	\$13,797.00	6,570.00	13,797.00			6,570.00	\$13,797.00	100.00%
3A0.03	Soil Tracking Device	1.00	EACH	\$4,625.00	\$4,625.00	1.00	4,625.00			1.00	\$4,625.00	100.00%
3A0.04	Inlet Filters	10.00	EACH	\$90.50	\$905.00	10.00	905.00			10.00	\$905.00	100.00%
3A0.05	Geotechnical Testing 3A	1.00	LS	\$42,965.00	\$42,965.00	1.00	42,965.00			1.00	\$42,965.00	100.00%
3A0.06	Survey & As-Builts 3A	1.00	LS	\$33,050.00	\$33,050.00	1.00	33,050.00			1.00	\$33,050.00	100.00%
	MOBILIZATION AND GENERAL CONDITIONS SUBTOTAL				\$131,201.60		\$131,201.60				\$131,201.60	100.00%
EARTHWORKS												
3A0.09	Finish Grading	1.00	LS	\$63,135.00	\$63,135.00	1.00	63,135.00			1.00	\$63,135.00	100.00%
3A0.10	Wetland Signs	12.00	EACH	\$165.00	\$1,980.00	12.00	1,980.00			12.00	\$1,980.00	100.00%
	EARTHWORKS SUBTOTAL				\$65,115.00		\$65,115.00				\$65,115.00	100.00%
ONSITE ROADWORK												
3A0.12	1" Type S-III Asphalt	5,870.00	SY	\$11.00	\$64,570.00	5,870.00	64,570.00			5,870.00	\$64,570.00	100.00%
3A0.13	6" Road Base	5,870.00	SY	\$16.00	\$93,920.00	5,870.00	93,920.00			5,870.00	\$93,920.00	100.00%
3A0.14	6" Road Subgrade LBR 60	7,040.00	SY	\$8.80	\$61,952.00	7,040.00	61,952.00			7,040.00	\$61,952.00	100.00%
3A0.15	Type A Curb	4,023.00	LF	\$24.50	\$98,563.50	4,023.00	98,563.50			4,023.00	\$98,563.50	100.00%
3A0.16	Handicap Ramps	2.00	EACH	\$1,035.00	\$2,070.00	2.00	2,070.00			2.00	\$2,070.00	100.00%
3A0.17	Striping & Signs - Signs	1.00	LS	\$3,505.00	\$3,505.00	1.00	3,505.00			1.00	\$3,505.00	100.00%
3A0.17	Striping & Signs - Temp Pavement Markings	1.00	LS	\$1,320.00	\$1,320.00	1.00	1,320.00			1.00	\$1,320.00	100.00%
	DRAINAGE SUBTOTAL				\$325,900.50		\$325,900.50				\$325,900.50	100.00%
SANITARY SEWER												
3A0.18	8" PVC Sanitary Sewer (0/6')	839.00	LF	\$48.50	\$40,691.50	839.00	40,691.50			839.00	\$40,691.50	100.00%
3A0.19	8" PVC Sanitary Sewer (6/8')	607.00	LF	\$84.50	\$51,291.50	607.00	51,291.50			607.00	\$51,291.50	100.00%
3A0.20	8" PVC Sanitary Sewer (8/10')	307.00	LF	\$86.00	\$26,402.00	307.00	26,402.00			307.00	\$26,402.00	100.00%
3A0.21	Sanitary Sewer Manholes (0/6') (5' Diameter)	2.00	EACH	\$6,860.00	\$13,720.00	2.00	13,720.00			2.00	\$13,720.00	100.00%
3A0.22	Sanitary Sewer Manholes (0/6')	1.00	EACH	\$5,355.00	\$5,355.00	1.00	5,355.00			1.00	\$5,355.00	100.00%
3A0.23	Sanitary Sewer Manholes (6/8')	2.00	EACH	\$6,355.00	\$12,710.00	2.00	12,710.00			2.00	\$12,710.00	100.00%
3A0.25	Sanitary Sewer Manholes (8/10')	1.00	EACH	\$6,355.00	\$6,355.00	1.00	6,355.00			1.00	\$6,355.00	100.00%
3A0.26	Double Sewer Service	29.00	EACH	\$3,195.00	\$92,655.00	29.00	92,655.00			29.00	\$92,655.00	100.00%
3A0.27	Single Sewer Service	8.00	EACH	\$1,795.00	\$14,360.00	8.00	14,360.00			8.00	\$14,360.00	100.00%
3A0.28	Sanitary Sewer Testing	1,753.00	LS	\$5.10	\$8,940.30	1,753.00	8,940.30			1,753.00	\$8,940.30	100.00%
3A0.29	Connect To Existing Sewer Manhole/Stub-out	2.00	EACH	\$4,150.00	\$8,300.00	2.00	8,300.00			2.00	\$8,300.00	100.00%
	SANITARY SEWER SUBTOTAL				\$280,780.30		\$280,780.30				\$280,780.30	100.00%
STORM DRAINAGE												
3A0.30	18" RCP	139.00	LF	\$82.00	\$11,398.00	139.00	11,398.00			139.00	\$11,398.00	100.00%
3A0.31	24" RCP	48.00	LF	\$110.00	\$5,280.00	48.00	5,280.00			48.00	\$5,280.00	100.00%
3A0.32	30" RCP	544.00	LF	\$163.00	\$88,672.00	544.00	88,672.00			544.00	\$88,672.00	100.00%
3A0.33	36" RCP	420.00	LF	\$213.00	\$89,460.00	420.00	89,460.00			420.00	\$89,460.00	100.00%
3A0.34	48" RCP	186.00	LF	\$395.00	\$73,470.00	186.00	73,470.00			186.00	\$73,470.00	100.00%
3A0.35	30" Pipe Support w/ Rip Rap	3.00	EACH	\$3,840.00	\$11,520.00	3.00	11,520.00			3.00	\$11,520.00	100.00%
3A0.36	48" Pipe Support W/ Rip Rap	1.00	EACH	\$4,995.00	\$4,995.00	1.00	4,995.00			1.00	\$4,995.00	100.00%
3A0.37	Curb Inlet	8.00	EACH	\$7,900.00	\$63,200.00	8.00	63,200.00			8.00	\$63,200.00	100.00%
3A0.37	Curb Inlet - J-Bottom	2.00	EACH	\$17,600.00	\$35,200.00	2.00	35,200.00			2.00	\$35,200.00	100.00%
3A0.38	Junction Box	1.00	EACH	\$9,480.00	\$9,480.00	1.00	9,480.00			1.00	\$9,480.00	100.00%
3A0.39	Storm Drainage Testing	1,330.00	LS	\$1.80	\$2,394.00	1,330.00	2,394.00			1,330.00	\$2,394.00	100.00%

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6212 33RD STREET EAST
BRADENTON, FL 34203

The Aviary at Rutland Ranch Phase 3A

PO Number: *
Invoice No. 11 (Retainage) February 29, 2024

ITEM NO.	DESCRIPTION	CONTRACT QTY	UNIT	UNIT PRICE	CONTRACT AMOUNT	COMPLETE LAST PERIOD		COMPLETE THIS PERIOD		COMPLETE TO DATE		PERCENT COMPLETE
						QUANTITY	VALUE	QUANTITY	VALUE	QUANTITY	VALUE	
	WATER SUBTOTAL				\$395,069.00		\$395,069.00				\$395,069.00	100.00%
POTABLE WATERMAIN												
3A0.40	Connect to Existing Watermain	2.00	EACH	\$2,695.00	\$5,390.00	2.00	5,390.00			2.00	\$5,390.00	100.00%
3A0.41	8" PVC Watermain	1,546.00	LF	\$49.00	\$75,754.00	1,546.00	75,754.00			1,546.00	\$75,754.00	100.00%
3A0.42	4" PVC Watermain	376.00	LF	\$25.50	\$9,588.00	376.00	9,588.00			376.00	\$9,588.00	100.00%
3A0.43	2" HDPE Watermain	132.00	LF	\$14.50	\$1,914.00	132.00	1,914.00			132.00	\$1,914.00	100.00%
3A0.44	8" DIP Watermain	64.00	LF	\$80.50	\$5,152.00	64.00	5,152.00			64.00	\$5,152.00	100.00%
3A0.45	8" Gate Valve	3.00	EACH	\$2,690.00	\$8,070.00	3.00	8,070.00			3.00	\$8,070.00	100.00%
3A0.46	Fire Hydrant Assembly	3.00	EACH	\$9,765.00	\$29,295.00	3.00	29,295.00			3.00	\$29,295.00	100.00%
3A0.47	Watermain Fittings	1.00	LS	\$9,840.00	\$9,840.00	1.00	9,840.00			1.00	\$9,840.00	100.00%
3A0.48	1" Double Water Service	25.00	EACH	\$2,055.00	\$51,375.00	25.00	51,375.00			25.00	\$51,375.00	100.00%
3A0.49	1" Single Water Service	19.00	EACH	\$1,170.00	\$22,230.00	19.00	22,230.00			19.00	\$22,230.00	100.00%
3A0.50	2" Auto Flushing Assembly	1.00	EACH	\$7,845.00	\$7,845.00	1.00	7,845.00			1.00	\$7,845.00	100.00%
3A0.51	Temporary Jumper Assembly	1.00	EACH	\$9,265.00	\$9,265.00	1.00	9,265.00			1.00	\$9,265.00	100.00%
3A0.52	Watermain Testing	2,114.00	LF	\$5.40	\$11,415.60	2,114.00	11,415.60			2,114.00	\$11,415.60	100.00%
	FIRE MAIN SUBTOTAL				\$247,133.60		\$247,133.60				\$247,133.60	100.00%
	OVERALL SUBTOTAL				\$1,445,200.00		\$1,445,200.00				\$1,445,200.00	100.00%
				BASE BID SUB-TOTAL:	\$1,445,200.00		\$1,445,200.00				\$1,445,200.00	100.00%
CHANGE ORDERS												
1	Balancing Change Order											
	Silt Fence	-3,403.00	LF	\$2.10	(\$7,146.30)	(3,403.00)	(7,146.30)			-3,403.00	-\$7,146.30	100.00%
	Import and Finish Grading Additional Green Areas	1.00	LS	\$7,146.30	\$7,146.30	1.00	7,146.30			1.00	\$7,146.30	100.00%
	OVERALL CHANGE ORDER SUBTOTAL				0.00		0.00		0.00		0.00	
	PROJECT TOTALS:				\$1,445,200.00		\$1,445,200.00				\$1,445,200.00	100.00%

October 2, 2023

Mr. Steve Cerven
Aviary Development Group, Inc
35100 SR 64 East
Myakka City, FL 34251

**RE: Aviary Phase III
Professional Services – Construction Engineering Services, Platting Services
Manatee County, Florida**

Dear Steve:

ZNS Engineering, L.C. is pleased to provide you with our professional services contract for the Aviary Phase III project. The purpose of this document is to establish professional services and fees and to create contractual rights between Aviary Development Group, Inc. (Client) and ZNS Engineering, L.C. (ZNS). Services rendered under this agreement shall be lump sum unless noted otherwise. The following is a breakdown of those Services and Fees:

TASK 1: CONSTRUCTION ENGINEERING SERVICES AND PROJECT CERTIFICATION

- A. Shop Drawing Review – The Engineer shall review three (3) sets of shop drawings (water, sewer, and storm) supplied by the Contractor for conformance with the engineering design concept of the project and information given in the contract documents.
- B. Limited Construction Observation – The Engineer or Engineers Representative shall be available at intervals appropriate to complete agency certifications for on-site, water, sewer, stormwater and zoning compliance. Note that additional inspections other than monthly and pay application verifications while under construction requested by the Client shall be charged hourly.
- C. “As Built” Drawings – The Engineer shall review “as-built” drawings to be provided to the Engineer by the contractor. The “as-built” drawings must be signed and sealed by a Professional Land Surveyor registered in the State of Florida. The as-built drawings shall be submitted to the Client and to the applicable municipal/regulatory agencies. Any revisions or responses required by the Engineer of Record, unless ZNS is producing the as-built drawings, will be charged on a time and material basis.
- D. Final Certifications – Upon the project being completed in substantial accordance with the agency approved construction plans, The Engineer and Landscape Architect shall provide final certifications to the County, Water management District, FDEP (water and sewer) and other applicable governmental agencies for acceptance of the site work only.

Note: Fees outlined below are for a 10-month construction period. Any Construction Engineering Services performed beyond 10 months will be charged on a Time and Materials basis.

TASK 2: PLATTING SERVICES

A. Plat Drawings and Field Work.

1. Prepare a subdivision plat in accordance with Manatee County standards. Included is all required computing for the plat and required easements.
2. Set all required lot corners, PCP's and PRM's as required for the plat. Materials (iron rods and concrete monuments) not included.

B. Plat Submittal and Approval.

1. Prepare applications, assemble all necessary documents, some provided by client and clients' attorney, and submit a plat package to Manatee County for approval.
2. Coordinate bond approvals and acceptance.
3. Prepare and certify engineer estimates for performance bonds for plat submittal prior to project acceptance.
4. Submit plat package; track review process and coordinate responses.
5. Respond to all County Requests For Information (RFI's).

PROFESSIONAL FEES

TASK 1: CONSTRUCTION ENGINEERING SERVICES/PROJECT CERT

PHASE IIIA (68 Units)	\$ 30,600.00
PHASE IIIB (98 Units)	\$ 35,000.00

TASK 2: PLATTING SERVICES

PHASE IIIA (68 Units)	\$ 32,300.00
PHASE IIIB (98 Units)	\$ 36,750.00


Should the above proposal meet with your approval, please forward one executed copy to our office. This proposal becomes null and void if not executed within a period of Thirty (30) days. As always, we thank you for your business!

Respectfully submitted,
ZNS Engineering, L.C.



Jeb C. Mulock, P.E.
President

Accepted by:
Aviary Development Group, Inc.

	
Signature	
Stephen J. Cerven, VP	October 17, 2023
Printed Name/Title	Date

GENERAL CONDITIONS

Consulting and representation services to prepare the documents as outlined above are included in the base contract; however, survey re-stakes, revisions to plans after the initial submittals or reports per the clients request, permit deviation responses, special services, if required, for meetings, hearings, agreements, administrative services and/or coordination services requested by the Client, governmental agencies and/or project attorney will be provided based on a time and materials basis per ZNS rate schedule.

Invoices submitted monthly are due upon presentation and shall be considered PAST DUE if not paid within thirty (30) calendar days of the invoice date. The Client shall have fifteen (15) days to review and advise of any questions concerning each bill upon rendering of same, after which the bill shall be deemed approved and accepted.

In addition to all fees described herein, all invoices will be subject to a sales tax, if applicable by law.

The fees for all services which have not been completed within months of the date of this proposal will be subject to a cost of living increase.

All costs and fees as billed shall constitute a lien against the subject property, pursuant to Chapter 713, Florida Statutes (1988).

In accepting and utilizing any drawings or other data on any form of electronic media generated and provided by ZNS, the Client covenants and agrees that all such drawings and data are instruments of service of ZNS, who shall be deemed the author of the drawings and data, and shall retain all common law, statutory law and other rights, including copyrights.

The Client and ZNS agree that any CADD files prepared by either party shall conform to AutoCAD 2022 DWG format. The electronic files submitted by ZNS to the Client are submitted for an acceptance period of 10 days. Any defects the Client discovers during this period will be reported to ZNS and will be corrected as part of the basic Scope of Services.

The client further agrees not to use these drawings and data, in whole or in part, for any purpose or project other than the project which is the subject of this Agreement. The Client agrees to waive all claims against ZNS resulting in any way from any unauthorized changes or reuse of the drawings and data for any other project by anyone other than ZNS.

The client further agrees, to the fullest extent permitted by law, to indemnify and hold ZNS harmless from any damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising from any changes made by anyone other than ZNS or from any reuse of the drawings and data without the prior written consent of ZNS.

In addition, the Client agrees that any work related to assisting the client in the bid process is not guaranteed to be free of error therefore it's the client's responsibility to review with contractors all bid docs in order to verify they are accurate. Furthermore, the client agrees to the fullest extent permitted by law, to indemnify and hold ZNS harmless from any damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising from any inaccuracies or wording from any bid documents including but not limited to Contract Docs, Specifications, Schedules of Values etc.

Under no circumstances shall transfer of the drawings and other instruments of service on electronic media for use by the Client be deemed a sale by ZNS. ZNS makes no warranties, either expressed or implied, of merchantability and fitness for any particular purpose.

In the event legal action is necessary to enforce the payment provisions of this agreement, the engineer shall be entitled to collect from the client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the engineer in connection therewith and, in addition, the reasonable value of the engineer's time and expenses spent in connection with such collection action, computed at the engineer's prevailing fee schedule and expense policies.

If the client fails to make payments when due or otherwise is in breach of this agreement, the engineer may suspend performance of services upon five (5) calendar days' notice to the client. The engineer shall have no liability whatsoever to the client for any costs or damages as a result of such suspension caused by any breach of this agreement by the client.

Should work under this agreement be suspended by the client for any reason, including breach of agreement, the client agrees to compensate ZNS for services performed to date on a time and material basis, utilizing ZNS then current rates. If the client fails to make payment to the engineer in accordance with the payment terms herein, this shall constitute a material breach of this agreement and shall be cause for termination by the engineer.

RATE SCHEDULE
(effective 3/01/2022)

Principal or Senior Project Manager	\$305.00 per hour
Professional Engineer	\$250.00 per hour
Professional Land Surveyor or Land Planner	\$240.00 per hour
Professional Landscape Architect/Environmental	\$240.00 per hour
Professional Landscape Architect with GPS Equipment	\$245.00 per hour
Graduate Engineer or Senior Designer	\$225.00 per hour
Technician, Designer or Field Representative	\$195.0 per hour
Technician with GPS or Robotic Equipment	\$200.00 per hour
Drafter 1	\$195.00 per hour
Drafter 2	\$185.00 per hour
Drafter 3	\$170.00 per hour
Drafter 4	\$160.00 per hour
Drafter 5	\$150.00 per hour
Drafter 6	\$140.00 per hour
Survey Crew (Four Man Crew)	\$195.00 per hour
Survey Crew (Four Man Crew) with GPS or Robotic Equipment	\$205.00 per hour
Survey Crew (Three Man Crew)	\$170.00 per hour
Survey Crew (Three Man Crew) with GPS or Robotic Equipment	\$185.00 per hour
Survey Crew (Two Man Crew)	\$155.00 per hour
Survey Crew (Two Man Crew) with GPS or Robotic Equipment	\$165.00 per hour
Survey Crew (One Man Crew) with GPS or Robotic Equipment	\$145.00 per hour
Administrative Assistant	\$ 85.00 per hour
Aide (Technical Secretary)	\$ 50.00 per hour

Plans, specifications, application reproduction required for submittals to governmental agencies as well as any survey monuments furnished by ZNS, as requested by the Client, will be charged as follows:

Plans, including submittals	\$ 2.00 each
Color Rendering Prints (24" x 36"):	
Glossy	\$ 30.00 each
Medium Grade	\$ 25.00 each
Color Prints (11" x 17"):	
Glossy	\$ 5.00 each
Medium Grade	\$ 2.00 each
Color Prints (8½" x 11"):	
Glossy	\$ 2.00 each
Medium Grade	\$ 1.00 each
Mylars	\$ 20.00 each
Photocopies (Specifications, etc.)	\$.25 each
Iron Pipe or Rebar (¾" x 24")	\$ 3.00 each
Surveyor's Certified Concrete Monument	\$ 25.00 each

Out of County travel, long distance telephone calls, facsimile transmittals, special mailings (next day delivery), governmental maps, deeds, reductions, etc., and other out-of-pocket project expenses, will be billed at actual expense incurred. Submittal fees required by governmental agencies are the responsibility of the client, at the time of submittal.

Invoices will be sent monthly. Payment is due immediately upon receipt of invoice, however, there is an allowance for a 15-day grace period for the payment to be received, without adding interest or other penalties. If payment is received after the 15-day grace period, the amount due shall increase to reflect an additional one and one-half percent (1.5%) per month interest plus any attorney's fees required for collection whether action be brought or not.

This rate schedule is subject to change.

February 1, 2021

John Falkner
Aviary Development Group, Inc
35100 SR 64 East
Myakka City, FL 34251

**RE: Professional Services
Aviary Phase 3
ZNS Job Number 44607**

Mr. Falkner,

ZNS Engineering, L.C. respectfully submits the professional services contract for the Aviary Development Group, Inc property known as Aviary – Phase 3. The purpose of this document is to establish professional services and fees and to create contractual rights between Aviary Development Group, Inc (Client) and ZNS Engineering, L.C. (ZNS). Services rendered under this agreement shall be lump sum.

For purposes of this proposal, the scope outlined below includes engineering, landscape, construction administration and platting services for phase 3 containing 166 lots. The fees and services outlined below are based on the award of the contract in its entirety.

TASK 1: ENGINEERING DESIGN AND PERMITTING

A. Manatee County Building and Development Services and Public Works

1. Prepare all necessary calculations and reports to support the design of all Utilities, Stormwater Management Systems, Paving and Grading to serve the Phase 3 project site.
2. Wastewater design will be via gravity sewer system that connects phases 2. All utilities will be designed per Manatee County Standards.
3. It's assumed all of the stormwater systems will be designed as one phase.
4. The design will include an internal reclaim or mainline irrigation system to serve common areas and individual lots.
5. Prepare and submit plans, calculations and applications for Final Site and Construction Plan Approvals.
6. Respond to all County Requests For Information (RFI's).

B. Southwest Florida Water Management District (SWFWMD)

1. Prepare and submit all necessary plans, calculations and applications to support an approved Environmental Resource Permit (ERP) permit. Any sub-phasing of the project will require future modifications of the ERP permit in order to certify each phase. Fees for future modification will be established at the time phase lines are determined.
2. Design Calculations will be required to demonstrate that the project will stand on its own in meeting both water quality and quantity standards.

3. Respond to all Requests For Information (RFI's)
- C. FDEP Wastewater and Water Permits.
 1. Prepare and submit all necessary plans, calculations and applications necessary to obtain permits.
 2. Respond to all Requests For Information (RFI's).

TASK 2: LANDSCAPE ARCHITECTURE - CODE MINIMUM LANDSCAPE PLAN

- A. Prepare and submit with the FSP plans Phase 3 County Code minimum Tree Removal and Planting Plans. Address irrigation requirements per Manatee County standards.
- B. Respond to all Requests For Information (RFI's).

TASK 3: CONSTRUCTION ADMIN AND PROJECT CERTIFICATION

- A. Pre construction and Construction Services.
 1. Bid quantities, specifications, tabs and summaries will be prepared for the client to use when bidding the project.
 2. Coordinate and attend one (1) pre-construction conference to coordinate site work requirements and establish initial construction schedules as required by Manatee County.
 3. Review initial shop drawings supplied by contractor or client to serve site work construction.
 4. Weekly observation of construction activities/periodic inspections as required by standards and specification for an estimated construction period of eight (8) months.
 5. Observation of performance tests required by the specifications. Excluded is the coordination of testing operations, which is to be performed by others.
- B. Project Certification and Closeout.
 1. Final inspections of completed facilities with client, contractor and governmental agencies as required by the approval/permits. Prepare a written list of discrepancies for the Client. In the event more than two (2) final inspections are required, same shall be provided on a T&M basis.
 2. Conduct two punch list compliance inspections upon notice of completion from the contractor.
 3. Provide services for initial certification and finalization submittals with permitting agencies.
 4. Landscape Architecture final inspections and certifications.
 5. Provide for initial review of record drawings (provided by a registered surveyor) and submittal for review by jurisdictional agencies. Unless ZNS survey is producing the record drawings any response to comments and re-submittals as a result of survey error will be provided on a T&M basis.

Note: Fees outlined below are for a 8-month construction period. Any Construction Engineering Services performed beyond 8-month will be charged on a Time and Materials basis.

TASK 4: PLATTING SERVICES

- A. Plat Drawings and Field Work.



GENERAL CONDITIONS

Consulting and representation services to prepare the documents as outlined above are included in the base contract; however, survey re-stakes, revisions to plans after the initial submittals or reports per the clients request, special services, if required, for meetings, hearings, agreements, administrative services and/or coordination services requested by the Client, governmental agencies and/or project attorney will be provided based on a time and materials basis per ZNS rate schedule.

Invoices submitted monthly are due upon presentation and shall be considered PAST DUE if not paid within thirty (30) calendar days of the invoice date. The Client shall have fifteen (15) days to review and advise of any questions concerning each bill upon rendering of same, after which the bill shall be deemed approved and accepted.

In addition to all fees described herein, all invoices will be subject to a sales tax, if applicable by law.

The fees for all services which have not been completed within months of the date of this proposal will be subject to a cost of living increase.

All costs and fees as billed shall constitute a lien against the subject property, pursuant to Chapter 713, Florida Statutes (1988).

In accepting and utilizing any drawings or other data on any form of electronic media generated and provided by ZNS, the Client covenants and agrees that all such drawings and data are instruments of service of ZNS, who shall be deemed the author of the drawings and data, and shall retain all common law, statutory law and other rights, including copyrights. *Notwithstanding anything to contrary, all ZNS work product may be used at any time in furtherance of the project.*

The Client and ZNS agree that any CADD files prepared by either party shall conform to AutoCAD 2014 DWG format. The electronic files submitted by ZNS to the Client are submitted for an acceptance period of 10 days. Any defects the Client discovers during this period will be reported to ZNS and will be corrected as part of the basic Scope of Services.

The client further agrees not to use these drawings and data, in whole or in part, for any purpose or project other than the project which is the subject of this Agreement. The Client agrees to waive all claims against ZNS resulting in any way from any unauthorized changes or reuse of the drawings and data for any other project by anyone other than ZNS.

The client further agrees, to the fullest extent permitted by law, to indemnify and hold ZNS harmless from any damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising from any changes made by anyone other than ZNS or from any reuse of the drawings and data without the prior written consent of ZNS.

In addition, the Client agrees that any work related to assisting the client in the bid process is not guaranteed to be free of error therefore it's the clients responsibility to review with contractors all bid docs in order to verify they are accurate. Furthermore the client agrees to the fullest extent permitted by law, to indemnify and hold ZNS harmless from any damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising from any inaccuracies or wording from any bid documents including but not limited to Contract Docs, Specifications, Schedules of Values etc.

Under no circumstances shall transfer of the drawings and other instruments of service on electronic media for use by the Client be deemed a sale by ZNS. ZNS makes no warranties, either expressed or implied, of merchantability and fitness for any particular purpose.

In the event legal action is necessary to enforce the payment provisions of this agreement, the engineer shall be entitled to collect from the client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the engineer in connection therewith and, in addition, the reasonable value of the engineer's time and expenses spent in connection with such collection action, computed at the engineer's prevailing fee schedule and expense policies.

If the client fails to make payments when due or otherwise is in breach of this agreement, the engineer may suspend performance of services upon five (5) calendar days notice to the client. The engineer shall have no liability whatsoever to the client for any costs or damages as a result of such suspension caused by any breach of this agreement by the client.

Should work under this agreement be suspended by the client for any reason, including breach of agreement, the client agrees to compensate ZNS for services performed to date on a time and material basis, utilizing ZNS then current rates. If the client fails to make payment to the engineer in accordance with the payment terms herein, this shall constitute a material breach of this agreement and shall be cause for termination by the engineer.

1. Prepare a subdivision plat in accordance with Manatee County standards. Included is all required computing for the plat and required easements.
 2. Set all required lot corners, PCP's and PRM's as required for the plat. Materials (iron rods and concrete monuments) included.
- B. Plat Submittal and Approval.
1. Prepare applications, assemble all necessary documents, some provided by client and clients' attorney, and submit a plat package to Manatee County for approval.
 2. Coordinate bond approvals and acceptance.
 3. Prepare and certify engineer estimates for performance bonds for plat submittal prior to project acceptance.
 4. Submit plat package; track review process and coordinate responses.
 5. Respond to all County Requests For Information (RFI's).

PROFESSIONAL FEES

TASK 1: ENGINEERING DESIGN AND PERMITTING	\$213,642.00*
TASK 4: LANDSCAPE ARCHITECTURE (Code Minimum)	\$ 13,200.00
CONSTRUCTION ADMIN AND CERTIFICATION	
TOTAL	\$316,392.00


*Note: Fee Reduced by 10% (Orig. \$237,380.00 or \$1,430/lot) Contingent on the award and notice to proceed of Phase 4 (Minimum 175 lots), at a (%2.5 Discounted Fee) cost per lot fee of \$1,287.00/lot, Engineering Design & Permitting services within 18 months of the signed date of this contract.

Should the above proposal meet with your approval, please forward one executed copy to our office. This proposal becomes null and void if not executed within a period of Thirty (30) days. As always, we thank you for your business!

Respectfully submitted,
ZNS Engineering, L.C.

Jeb C. Mulock, P.E.
President

Accepted by:


Signature
Stephen J. Cerven, VP 2/6/21

Printed Name/Title

Date



RATE SCHEDULE
(effective 7/17/2018)

Principal or Senior Project Manager	\$275.00 per hour
Professional Engineer	\$225.00 per hour
Professional Land Surveyor or Land Planner	\$215.00 per hour
Professional Landscape Architect/Environmental	\$215.00 per hour
Professional Landscape Architect with GPS Equipment	\$220.00 per hour
Graduate Engineer or Senior Designer	\$205.00 per hour
Technician, Designer or Field Representative	\$175.00 per hour
Technician with GPS or Robotic Equipment	\$180.00 per hour
Drafter 1	\$175.00 per hour
Drafter 2	\$165.00 per hour
Drafter 3	\$155.00 per hour
Drafter 4	\$145.00 per hour
Drafter 5	\$135.00 per hour
Drafter 6	\$125.00 per hour
Survey Crew (Four Man Crew)	\$175.00 per hour
Survey Crew (Four Man Crew) with GPS or Robotic Equipment	\$185.00 per hour
Survey Crew (Three Man Crew)	\$155.00 per hour
Survey Crew (Three Man Crew) with GPS or Robotic Equipment	\$165.00 per hour
Survey Crew (Two Man Crew)	\$140.00 per hour
Survey Crew (Two Man Crew) with GPS or Robotic Equipment	\$150.00 per hour
Survey Crew (One Man Crew) with GPS or Robotic Equipment	\$130.00 per hour
Administrative Assistant	\$ 75.00 per hour
Aide (Technical Secretary)	\$ 43.00 per hour

Plans, specifications, application reproduction required for submittals to governmental agencies as well as any survey monuments furnished by ZNS, as requested by the Client, will be charged as follows:

Plans, including submittals	\$ 1.00 each
Color Rendering Prints (24" x 36"):	
Glossy	\$ 30.00 each
Medium Grade	\$ 25.00 each
Color Prints (11" x 17"):	
Glossy	\$ 5.00 each
Medium Grade	\$ 2.00 each
Color Prints (8½" x 11"):	
Glossy	\$ 2.00 each
Medium Grade	\$ 1.00 each
Mylars	\$ 15.00 each
Photocopies (Specifications, etc.)	\$.25 each
Iron Pipe or Rebar (¾" x 24")	\$ 2.50 each
Surveyor's Certified Concrete Monument	\$ 20.00 each

Out of County travel, long distance telephone calls, facsimile transmittals, special mailings (next day delivery), governmental maps, deeds, reductions, etc., and other out-of-pocket project expenses, will be billed at actual expense incurred. Submittal fees required by governmental agencies are the responsibility of the client, at the time of submittal.

Invoices will be sent monthly. Payment is due immediately upon receipt of invoice, however, there is an allowance for a 15-day grace period for the payment to be received, without adding interest or other penalties. If payment is received after the 15-day grace period, the amount due shall increase to reflect an additional one and one-half percent (1.5%) per month interest plus any attorney's fees required for collection whether action be brought or not.

This rate schedule is subject to change.

ZNS ENGINEERING

Land Planning Engineering Surveying Landscape Architecture

201 5th Avenue Drive East
Bradenton, FL 34208

SE ADD
Aviary 3

Invoice

Invoice #: 141379
Invoice Date: 4/8/2021
Project #: 44607
Billing Period: Through 02/28/2021
P.O. #:
Terms: Due on receipt

Bill To:

ROWE VENTURES, LLC.
ATTN: MR. JOHN FALKNER
35100 STATE ROAD 64 EAST
MYAKKA CITY, FL 34251

Project Name/Location

THE AVIARY @ RUTLAND RANCH
PHASE 3

Description	Est Amt	Prior Amt	Amount
AVIARY PHASE 3			
TASK 1-ENGINEERING DESIGN AND PERMITTING	213,642.00		26,705.30
TASK 2-LANDSCAPE ARCHITECTURE (CODE MINIMUM)	13,200.00		1,650.00
TASK 3-CONSTRUCTION ADMIN AND CERTIFICATION	40,700.00		0.00
TASK 4-PLATTING	48,850.00		0.00

Thank you for the opportunity to work with you. We appreciate your business.

Current Charges \$28,355.30

Please indicate the project number on your remittance.

If you have any questions regarding the current charges on this invoice, we must receive your written inquiry within 15 days of the invoice date. Otherwise, the invoice will be deemed approved and accepted.

Highest Legal interest rate will be charged on delinquent accounts.

Phone #	Fax:	Tax ID #	Web Site
941.748.8080	941.748.3316	65-0961154	www.znseng.com

ZNS ENGINEERING

Land Planning Engineering Surveying Landscape Architecture
201 5th Avenue Drive East
Bradenton, FL 34208

(30) (HSG)
AVIARY 3

Invoice

Invoice #: 141640
Invoice Date: 5/19/2021
Project #: 44607
Billing Period: 03/01/2021 - 03/31/2021
P.O. #:
Terms: Due on receipt

Bill To:

ROWE VENTURES, LLC.
ATTN: MR. JOHN FALKNER
35100 STATE ROAD 64 EAST
MYAKKA CITY, FL 34251

Project Name/Location

THE AVIARY @ RUTLAND RANCH
PHASE 3

Description	Est Amt	Prior Amt	Amount
AVIARY PHASE 3			
TASK 1-ENGINEERING DESIGN AND PERMITTING	213,642.00	26,705.30	26,705.30
TASK 2-LANDSCAPE ARCHITECTURE (CODE MINIMUM)	13,200.00	1,650.00	1,605.00
TASK 3-CONSTRUCTION ADMIN AND CERTIFICATION	40,700.00		0.00
TASK 4-PLATTING	48,850.00		0.00

Thank you for the opportunity to work with you. We appreciate your business.

Current Charges \$28,310.30

Please indicate the project number on your remittance.

If you have any questions regarding the current charges on this invoice, we must receive your written inquiry within 15 days of the invoice date. Otherwise, the invoice will be deemed approved and accepted.

Highest Legal interest rate will be charged on delinquent accounts.

Phone #	Fax:	Tax ID #	Web Site
941.748.8080	941.748.3316	65-0961154	www.znseng.com

ZNS ENGINEERING

Land Planning Engineering Surveying Landscape Architecture

201 5th Avenue Drive East
Bradenton, FL 34208

ADG
Aviary 3

Invoice

Invoice #: 141866
Invoice Date: 6/4/2021
Project #: 44607
Billing Period: 04/01/2021 - 04/30/2021
P.O. #:
Terms: Due on receipt

Bill To:

ROWE VENTURES, LLC.
ATTN: MR. JOHN FALKNER
35100 STATE ROAD 64 EAST
MYAKKA CITY, FL 34251

Project Name/Location

THE AVIARY @ RUTLAND RANCH
PHASE 3

Description	Est Amt	Prior Amt	Amount
AVIARY PHASE 3			
TASK 1-ENGINEERING DESIGN AND PERMITTING	213,642.00	53,410.60	26,705.30
TASK 2-LANDSCAPE ARCHITECTURE (CODE MINIMUM)	13,200.00	3,255.00	1,605.00
TASK 3-CONSTRUCTION ADMIN AND CERTIFICATION	40,700.00		0.00
TASK 4-PLATTING	48,850.00		0.00

Thank you for the opportunity to work with you. We appreciate your business.

Current Charges \$28,310.30

Please indicate the project number on your remittance.

If you have any questions regarding the current charges on this invoice, we must receive your written inquiry within 15 days of the invoice date. Otherwise, the invoice will be deemed approved and accepted.

Highest Legal interest rate will be charged on delinquent accounts.

Phone #	Fax:	Tax ID #	Web Site
941.748.8080	941.748.3316	65-0961154	www.znseng.com

ZNS ENGINEERING

Land Planning Engineering Surveying Landscape Architecture

201 5th Avenue Drive East
Bradenton, FL 34208

*Se
AD6
Aviary 3*

Invoice

Invoice #: 142296
Invoice Date: 7/8/2021
Project #: 44607
Billing Period: 05/01/2021 - 05/31/2021
P.O. #:
Terms: Due on receipt

Bill To:

ROWE VENTURES, LLC.
ATTN: MR. JOHN FALKNER
35100 STATE ROAD 64 EAST
MYAKKA CITY, FL 34251

Project Name/Location

THE AVIARY @ RUTLAND RANCH
PHASE 3

Description	Est Amt	Prior Amt	Amount
AVIARY PHASE 3			
TASK 1-ENGINEERING DESIGN AND PERMITTING	213,642.00	80,115.90	26,705.30
TASK 2-LANDSCAPE ARCHITECTURE (CODE MINIMUM)	13,200.00	4,860.00	1,605.00
TASK 3-CONSTRUCTION ADMIN AND CERTIFICATION	40,700.00		0.00
TASK 4-PLATTING	48,850.00		0.00

Thank you for the opportunity to work with you. We appreciate your business.

Current Charges \$28,310.30

Please indicate the project number on your remittance.

If you have any questions regarding the current charges on this invoice, we must receive your written inquiry within 15 days of the invoice date. Otherwise, the invoice will be deemed approved and accepted.

Highest Legal interest rate will be charged on delinquent accounts.

Phone #	Fax:	Tax ID #	Web Site
941.748.8080	941.748.3316	65-0961154	www.znseng.com

ZNS ENGINEERING

Land Planning Engineering Surveying Landscape Architecture

201 5th Avenue Drive East
Bradenton, FL 34208

SC ADG
Aviary 3

Invoice

Invoice #: 142634
Invoice Date: 8/10/2021
Project #: 44607
Billing Period: 6/01/21-6/30/21
P.O. #:
Terms: Due on receipt

Bill To:

ROWE VENTURES, LLC.
ATTN: MR. JOHN FALKNER
35100 STATE ROAD 64 EAST
MYAKKA CITY, FL 34251

Project Name/Location

THE AVIARY @ RUTLAND RANCH
PHASE 3

Description	Est Amt	Prior Amt	Amount
AVIARY PHASE 3			
TASK 1-ENGINEERING DESIGN AND PERMITTING	213,642.00	106,821.20	26,705.30
TASK 2-LANDSCAPE ARCHITECTURE (CODE MINIMUM)	13,200.00	6,465.00	1,605.00
TASK 3-CONSTRUCTION ADMIN AND CERTIFICATION	40,700.00		0.00
TASK 4-PLATTING	48,850.00		0.00

Thank you for the opportunity to work with you. We appreciate your business.

Current Charges \$28,310.30

Please indicate the project number on your remittance.

If you have any questions regarding the current charges on this invoice, we must receive your written inquiry within 15 days of the invoice date. Otherwise, the invoice will be deemed approved and accepted.

Highest Legal interest rate will be charged on delinquent accounts.

Phone #	Fax:	Tax ID #	Web Site
941.748.8080	941.748.3316	65-0961154	www.znscng.com

ZNS ENGINEERING

Land Planning Engineering Surveying Landscape Architecture
201 5th Avenue Drive East
Bradenton, FL 34208

92 1106
Henry 3

Invoice

Invoice #: 142993
Invoice Date: 9/24/2021
Project #: 44607
Billing Period: 7/01/21-7/31/2021
P.O. #:
Terms: Due on receipt

Bill To:

ROWE VENTURES, LLC.
ATTN: MR. JOHN FALKNER
35100 STATE ROAD 64 EAST
MYAKKA CITY, FL 34251

Project Name/Location

THE AVIARY @ RUTLAND RANCH
PHASE 3

Description	Est Amt	Prior Amt	Amount
AVIARY PHASE 3			
TASK 1-ENGINEERING DESIGN AND PERMITTING	213,642.00	133,526.50	26,705.30
TASK 2-LANDSCAPE ARCHITECTURE (CODE MINIMUM)	13,200.00	8,070.00	1,605.00
TASK 3-CONSTRUCTION ADMIN AND CERTIFICATION	40,700.00		0.00
TASK 4-PLATTING	48,850.00		0.00

Thank you for the opportunity to work with you. We appreciate your business.

Current Charges \$28,310.30

Please indicate the project number on your remittance.

If you have any questions regarding the current charges on this invoice, we must receive your written inquiry within 15 days of the invoice date. Otherwise, the invoice will be deemed approved and accepted.

Highest Legal interest rate will be charged on delinquent accounts.

Phone #	Fax:	Tax ID #	Web Site
941.748.8080	941.748.3316	65-0961154	www.znseng.com

ZNS ENGINEERING

Land Planning Engineering Surveying Landscape Architecture
201 5th Avenue Drive East
Bradenton, FL 34208

Se
AD
Aviary 3

Invoice

Invoice #: 143307
Invoice Date: 10/21/2021
Project #: 44607
Billing Period: 8/01/21-8/31/21
P.O. #:
Terms: Due on receipt

Bill To:

ROWE VENTURES, LLC.
ATTN: MR. JOHN FALKNER
35100 STATE ROAD 64 EAST
MYAKKA CITY, FL 34251

Project Name/Location

THE AVIARY @ RUTLAND RANCH
PHASE 3

Description	Est Amt	Prior Amt	Amount
AVIARY PHASE 3			
TASK 1-ENGINEERING DESIGN AND PERMITTING	213,642.00	160,231.80	26,705.30
TASK 2-LANDSCAPE ARCHITECTURE (CODE MINIMUM)	13,200.00	9,675.00	1,605.00
TASK 3-CONSTRUCTION ADMIN AND CERTIFICATION	40,700.00		0.00
TASK 4-PLATTING	48,850.00		0.00

Thank you for the opportunity to work with you. We appreciate your business.

Current Charges \$28,310.30

Please indicate the project number on your remittance.

If you have any questions regarding the current charges on this invoice, we must receive your written inquiry within 15 days of the invoice date. Otherwise, the invoice will be deemed approved and accepted.

Highest Legal interest rate will be charged on delinquent accounts.

Payments/Credits \$0.00

Phone #	Fax:	Tax ID #	Web Site
941.748.8080	941.748.3316	65-0961154	www.znseng.com

Bal Due This Invoice \$28,310.30

ZNS ENGINEERING

Land Planning Engineering Surveying Landscape Architecture

201 5th Avenue Drive East
Bradenton, FL 34208

SC
X186
Aviary 3

Invoice

Invoice #: 143552
Invoice Date: 11/11/2021
Project #: 44607
Billing Period: 9/01/21-9/30/21
P.O. #:
Terms: Due on receipt

Bill To:

ROWE VENTURES, LLC.
ATTN: MR. JOHN FALKNER
35100 STATE ROAD 64 EAST
MYAKKA CITY, FL 34251

Project Name/Location

THE AVIARY @ RUTLAND RANCH
PHASE 3

Description	Est Amt	Prior Amt	Amount
AVIARY PHASE 3			
TASK 1-ENGINEERING DESIGN AND PERMITTING	213,642.00	186,937.10	13,352.45
TASK 2-LANDSCAPE ARCHITECTURE (CODE MINIMUM)	13,200.00	11,280.00	1,920.00
TASK 3-CONSTRUCTION ADMIN AND CERTIFICATION	40,700.00		0.00
TASK 4-PLATTING	48,850.00		0.00

Thank you for the opportunity to work with you. We appreciate your business.

Please indicate the project number on your remittance.

If you have any questions regarding the current charges on this invoice, we must receive your written inquiry within 15 days of the invoice date. Otherwise, the invoice will be deemed approved and accepted.

Highest Legal interest rate will be charged on delinquent accounts.

Current Charges \$15,272.45

Payments/Credits \$0.00

Bal Due This Invoice \$15,272.45

Phone #	Fax:	Tax ID #	Web Site
941.748.8080	941.748.3316	65-0961154	www.znseng.com

ZNS ENGINEERING

Land Planning Engineering Surveying Landscape Architecture

201 5th Avenue Drive East
Bradenton, FL 34208

ADG
Aviary 3

Invoice

Invoice #: 143752
Invoice Date: 12/6/2021
Project #: 44607
Billing Period: 10/01/21-10/31/21
P.O. #:
Terms: Due on receipt

Bill To:

ROWE VENTURES, LLC.
ATTN: MR. JOHN FALKNER
35100 STATE ROAD 64 EAST
MYAKKA CITY, FL 34251

Project Name/Location

THE AVIARY @ RUTLAND RANCH
PHASE 3

Description	Est Amt	Prior Amt	Amount
AVIARY PHASE 3			
TASK 1-ENGINEERING DESIGN AND PERMITTING	213,642.00	200,289.55	6,676.23
TASK 2-LANDSCAPE ARCHITECTURE (CODE MINIMUM)	13,200.00	13,200.00	0.00
TASK 3-CONSTRUCTION ADMIN AND CERTIFICATION	40,700.00		0.00
TASK 4-PLATTING	48,850.00		0.00

Thank you for the opportunity to work with you. We appreciate your business.

Current Charges \$6,676.23

Please indicate the project number on your remittance.

If you have any questions regarding the current charges on this invoice, we must receive your written inquiry within 15 days of the invoice date. Otherwise, the invoice will be deemed approved and accepted.

Highest Legal interest rate will be charged on delinquent accounts.

Payments/Credits \$0.00

Phone #	Fax:	Tax ID #	Web Site
941.748.8080	941.748.3316	65-0961154	www.znseng.com

Bal Due This Invoice \$6,676.23

ZNS ENGINEERING

Land Planning Engineering Surveying Landscape Architecture

201 5th Avenue Drive East
Bradenton, FL 34208

(80) ADG
Aviary 3

Invoice

Invoice #: 143887
Invoice Date: 12/16/2021
Project #: 44607
Billing Period: 11/01/21-11/30/21
P.O. #:
Terms: Due on receipt

Bill To:

ROWE VENTURES, LLC.
ATTN: MR. JOHN FALKNER
35100 STATE ROAD 64 EAST
MYAKKA CITY, FL 34251

Project Name/Location

THE AVIARY @ RUTLAND RANCH
PHASE 3

Description	Est Amt	Prior Amt	Amount
AVIARY PHASE 3			
TASK 1-ENGINEERING DESIGN AND PERMITTING	213,642.00	206,965.78	6,676.23
TASK 2-LANDSCAPE ARCHITECTURE (CODE MINIMUM)	13,200.00	13,200.00	0.00
TASK 3-CONSTRUCTION ADMIN AND CERTIFICATION	40,700.00		0.00
TASK 4-PLATTING	48,850.00		0.00

Thank you for the opportunity to work with you. We appreciate your business.

Current Charges \$6,676.23

Please indicate the project number on your remittance.

If you have any questions regarding the current charges on this invoice, we must receive your written inquiry within 15 days of the invoice date. Otherwise, the invoice will be deemed approved and accepted.

Highest Legal interest rate will be charged on delinquent accounts.

Payments/Credits \$0.00

Phone #	Fax:	Tax ID #	Web Site
941.748.8080	941.748.3316	65-0961154	www.znseng.com

Bal Due This Invoice \$6,676.23

ZNS ENGINEERING

Land Planning Engineering Surveying Landscape Architecture
201 5th Avenue Drive East
Bradenton, FL 34208

④ Add
Aviary 3

Invoice

Invoice #: 144538
Invoice Date: 3/4/2022
Project #: 44607
Billing Period: 1/01/22-1/31/22
P.O. #:
Terms: Due on receipt

Bill To:

ROWE VENTURES, LLC.
ATTN: MR. JOHN FALKNER
35100 STATE ROAD 64 EAST
MYAKKA CITY, FL 34251

Project Name/Location

THE AVIARY @ RUTLAND RANCH
PHASE 3

Description	Est Amt	Prior Amt	Amount
AVIARY PHASE 3			
TASK 1-ENGINEERING DESIGN AND PERMITTING	213,642.00	213,642.01	0.00
TASK 2-LANDSCAPE ARCHITECTURE (CODE MINIMUM)	13,200.00	13,200.00	0.00
TASK 3-CONSTRUCTION ADMIN AND CERTIFICATION	40,700.00		0.00
TASK 4-PLATTING	48,850.00		8,141.67
Reimbursable Expenses			406.62

Thank you for the opportunity to work with you. We appreciate your business.

Current Charges \$8,548.29

Please indicate the project number on your remittance.

If you have any questions regarding the current charges on this invoice, we must receive your written inquiry within 15 days of the invoice date. Otherwise, the invoice will be deemed approved and accepted.

Highest Legal interest rate will be charged on delinquent accounts.

Payments/Credits \$0.00

Phone #	Fax:	Tax ID #	Web Site
941.748.8080	941.748.3316	65-0961154	www.znseng.com

Bal Due This Invoice \$8,548.29

ZNS ENGINEERING

Land Planning Engineering Surveying Landscape Architecture

201 5th Avenue Drive East
Bradenton, FL 34208

②
ADD
Aviary 3

Invoice

Invoice #: 144767
Invoice Date: 4/13/2022
Project #: 44607
Billing Period: 2/01/22-2/28/22
P.O. #:
Terms: Due on receipt

Bill To:

ROWE VENTURES, LLC.
ATTN: MR. JOHN FALKNER
35100 STATE ROAD 64 EAST
MYAKKA CITY, FL 34251

Project Name/Location

THE AVIARY @ RUTLAND RANCH
PHASE 3

Description	Est Amt	Prior Amt	Amount
AVIARY PHASE 3			
TASK 1-ENGINEERING DESIGN AND PERMITTING	213,642.00	213,642.01	0.00
TASK 2-LANDSCAPE ARCHITECTURE (CODE MINIMUM)	13,200.00	13,200.00	0.00
TASK 3-CONSTRUCTION ADMIN AND CERTIFICATION	40,700.00		0.00
TASK 4-PLATTING	48,850.00	8,141.67	8,141.67

Thank you for the opportunity to work with you. We appreciate your business.

Current Charges \$8,141.67

Please indicate the project number on your remittance.

If you have any questions regarding the current charges on this invoice, we must receive your written inquiry within 15 days of the invoice date. Otherwise, the invoice will be deemed approved and accepted.

Highest Legal interest rate will be charged on delinquent accounts.

Payments/Credits \$0.00

Balance Due This Invoice \$8,141.67

Phone #	Fax:	Tax ID #	Web Site
941.748.8080	941.748.3316	65-0961154	www.znseng.com



Land Planning Engineering Surveying Landscape Architecture

201 5th Avenue Drive East
Bradenton, FL 34208

AD6
Aviary 3

Invoice

Invoice #: 144928
Invoice Date: 5/9/2022
Project #: 44607
Billing Period: 3/01/22-3/31/22
P.O. #:
Terms: Due on receipt

Bill To:

ROWE VENTURES, LLC.
ATTN: MR. JOHN FALKNER
35100 STATE ROAD 64 EAST
MYAKKA CITY, FL 34251
INVOICES TO: SCERVEN@FALKNERGROUP.COM

Project Name/Location

THE AVIARY @ RUTLAND RANCH
PHASE 3

Description	Est Amt	Prior Amt	Amount
AVIARY PHASE 3			
TASK 1-ENGINEERING DESIGN AND PERMITTING	213,642.00	213,642.01	0.00
TASK 2-LANDSCAPE ARCHITECTURE (CODE MINIMUM)	13,200.00	13,200.00	0.00
TASK 3-CONSTRUCTION ADMIN AND CERTIFICATION	40,700.00		5,087.50
TASK 4-PLATTING	48,850.00	16,283.34	8,141.67
Reimbursable Expenses - PLEASE SEE ATTACHED BACKUP REPORT.			846.74

Thank you for the opportunity to work with you. We appreciate your business.

Please indicate the project number on your remittance.

If you have any questions regarding the current charges on this invoice, we must receive your written inquiry within 15 days of the invoice date. Otherwise, the invoice will be deemed approved and accepted.

Highest Legal interest rate will be charged on delinquent accounts.

Current Charges \$14,075.91

Payments/Credits \$0.00

Bal Due This Invoice \$14,075.91

Phone #	Fax:	Tax ID #	Web Site
941.748.8080	941.748.3316	65-0961154	www.znseng.com



Land Planning Engineering Surveying Landscape Architecture
201 5th Avenue Drive East
Bradenton, FL 34208

30
ADG
Aviary 3

Invoice

Invoice #: 145274
Invoice Date: 6/30/2022
Project #: 44607
Billing Period: 4/01/22-4/30/22
P.O. #:
Terms: Due on receipt

Bill To:

ROWE VENTURES, LLC.
ATTN: MR. JOHN FALKNER
35100 STATE ROAD 64 EAST
MYAKKA CITY, FL 34251
INVOICES TO: SCERVEN@FALKNERGROUP.COM

Project Name/Location

THE AVIARY @ RUTLAND RANCH
PHASE 3

Description	Est Amt	Prior Amt	Amount
AVIARY PHASE 3			
TASK 1-ENGINEERING DESIGN AND PERMITTING	213,642.00	213,642.01	0.00
TASK 2-LANDSCAPE ARCHITECTURE (CODE MINIMUM)	13,200.00	13,200.00	0.00
TASK 3-CONSTRUCTION ADMIN AND CERTIFICATION	40,700.00		0.00
TASK 4-PLATTING	48,850.00	24,425.01	8,141.67

Thank you for the opportunity to work with you. We appreciate your business.

Please indicate the project number on your remittance.

If you have any questions regarding the current charges on this invoice, we must receive your written inquiry within 15 days of the invoice date. Otherwise, the invoice will be deemed approved and accepted.

Highest Legal interest rate will be charged on delinquent accounts.

Current Charges	\$8,141.67
-----------------	------------

Payments/Credits	\$0.00
------------------	--------

Phone #	Fax:	Tax ID #	Web Site
941.748.8080	941.748.3316	65-0961154	www.znseng.com

Bal Due This Invoice	\$8,141.67
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ZNS ENGINEERING

Land Planning Engineering Surveying Landscape Architecture

1023 Manatee Ave. W.

7th Floor

Bradenton, FL 34205

52
ADC
May 3

Invoice

Invoice #: 146363
Invoice Date: 1/9/2023
Project #: 44607
Billing Period: 11/01/22-12/31/22
P.O. #:
Terms: Due on receipt

Bill To:

ROWE VENTURES, LLC.
ATTN: MR. JOHN FALKNER
35100 STATE ROAD 64 EAST
MYAKKA CITY, FL 34251
INVOICES TO: SCERVEN@FALKNERGROUP.COM

Project Name/Location

THE AVIARY @ RJTLAND RANCH
PHASE 3

Description	Est Amt	Prior Amt	Amount
AVIARY PHASE 3			
TASK 1-ENGINEERING DESIGN AND PERMITTING	213,642.00	213,642.01	0.00
TASK 2-LANDCAPE ARCHITECTURE (CODE MINIMUM)	13,200.00	13,200.00	0.00
TASK 3-CONSTRUCTION ADMIN AND CERTIFICATION	40,700.00		4,070.00
TASK 4-PLATTING	48,850.00	32,566.68	2,713.89

Thank you for the opportunity to work with you. We appreciate your business.

Please indicate the project number on your remittance.

If you have any questions regarding the current charges on this invoice, we must receive your written inquiry within 15 days of the invoice date. Otherwise, the invoice will be deemed approved and accepted.

Highest Legal interest rate will be charged on delinquent accounts.

Phone #	Fax:	Tax ID #
941.748.8080	941.748.3316	65-0961154

Current Charges \$6,783.89

Payments/Credits \$0.00

Bal Due This Invoice \$6,783.89

ZNS ENGINEERING

Land Planning Engineering Surveying Landscape Architecture

1023 Manatee Ave. W.

7th Floor

Bradenton, FL 34205

Go
ADG
Aviary III

Invoice

Invoice #: 146520
Invoice Date: 2/15/2023
Project #: 44607
Billing Period: 1/01/23/1/31/23
P.O. #:
Terms: Due on receipt

Bill To:

ROWE VENTURES, LLC.
ATTN: MR. JOHN FALKNER
35100 STATE ROAD 64 EAST
MYAKKA CITY, FL 34251
INVOICES TO: SCERVEN@FALKNERGROUP.COM

Project Name/Location

THE AVIARY @ RUTLAND RANCH
PHASE 3

Description	Est Amt	Prior Amt	Amount
AVIARY PHASE 3			
TASK 1-ENGINEERING DESIGN AND PERMITTING	213,642.00	213,642.01	0.00
TASK 2-LANDSCAPE ARCHITECTURE (CODE MINIMUM)	13,200.00	13,200.00	0.00
TASK 3-CONSTRUCTION ADMIN AND CERTIFICATION	40,700.00	4,070.00	0.00
TASK 4-PLATTING	48,850.00	35,280.58	2,713.89

Thank you for the opportunity to work with you. We appreciate your business.

Please indicate the project number on your remittance.

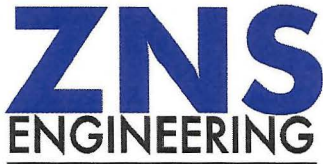
If you have any questions regarding the current charges on this invoice, we must receive your written inquiry within 15 days of the invoice date. Otherwise, the invoice will be deemed approved and accepted.

Highest Legal interest rate will be charged on delinquent accounts.

Phone #	Fax:	Tax ID #
941.748.8080	941.748.3316	65-0961154

Current Charges	\$2,713.89
-----------------	------------

Payments/Credits	\$0.00
Bal Due This Invoice	\$2,713.89



Land Planning Engineering Surveying Landscape Architecture

1023 Manatee Ave. W.

7th Floor

Bradenton, FL 34205



Invoice

Invoice #: 146704
Invoice Date: 3/27/2023
Project #: 44607
Billing Period: 2/01/22-2/28/22
P.O. #:
Terms: Due on receipt

Bill To:

ROWE VENTURES, LLC.
ATTN: MR. JOHN FALKNER
35100 STATE ROAD 64 EAST
MYAKKA CITY, FL 34251
INVOICES TO: SCERVEN@FALKNERGROUP.COM

Project Name/Location

THE AVIARY @ RUTLAND RANCH
PHASE 3

Description	Est Amt	Prior Amt	Amount
AVIARY PHASE 3			
TASK 1-ENGINEERING DESIGN AND PERMITTING	213,642.00	213,642.01	0.00
TASK 2-LANDSCAPE ARCHITECTURE (CODE MINIMUM)	13,200.00	13,200.00	0.00
TASK 3-CONSTRUCTION ADMIN AND CERTIFICATION	40,700.00	4,070.00	4,070.00
TASK 4-PLATTING	48,850.00	37,994.47	2,713.89

Thank you for the opportunity to work with you. We appreciate your business.

Please indicate the project number on your remittance.

If you have any questions regarding the current charges on this invoice, we must receive your written inquiry within 15 days of the invoice date. Otherwise, the invoice will be deemed approved and accepted.

Highest Legal interest rate will be charged on delinquent accounts.

Phone #	Fax:	Tax ID #
941.748.8080	941.748.3316	65-0961154

Current Charges \$6,783.89

Payments/Credits \$0.00

Bal Due This Invoice \$6,783.89

ZNS ENGINEERING

Land Planning Engineering Surveying Landscape Architecture

1023 Manatee Ave. W.
7th Floor
Bradenton, FL 34205

AD6
Aug 3

Invoice

Invoice #: 146833
Invoice Date: 4/26/2023
Project #: 44607
Billing Period: 3/01/23-3/31/23
P.O. #:
Terms: Due on receipt

Bill To:

ROWE VENTURES, LLC.
ATTN: MR. JOHN FALKNER
35100 STATE ROAD 64 EAST
MYAKKA CITY, FL 34251
INVOICES TO: SCERVEN@FALKNERGROUP.COM

Project Name/Location

THE AVIARY @ RUTLAND RANCH
PHASE 3

Description	Est Amt	Prior Amt	Amount
AVIARY PHASE 3			
TASK 1-ENGINEERING DESIGN AND PERMITTING	213,642.00	213,642.01	0.00
TASK 2-LANDSCAPE ARCHITECTURE (CODE MINIMUM)	13,200.00	13,200.00	0.00
TASK 3-CONSTRUCTION ADMIN AND CERTIFICATION	40,700.00	8,140.00	4,070.00
TASK 4-PLATTING	48,850.00	40,708.36	2,713.89
THE CREDIT HAS BEEN APPLIED TO THIS INVOICE.			
The credit available was \$5,087.50 from Check #1543 from June 2022.			
Client paid \$14,075.91 for invoice #144928 which was only for \$8,988.41			

Thank you for the opportunity to work with you. We appreciate your business.

Please indicate the project number on your remittance.

If you have any questions regarding the current charges on this invoice, we must receive your written inquiry within 15 days of the invoice date. Otherwise, the invoice will be deemed approved and accepted.

Highest Legal interest rate will be charged on delinquent accounts.

Phone #	Fax:	Tax ID #
941.748.8080	941.748.3316	65-0961154

Current Charges \$6,783.89

Payments/Credits -\$5,087.50

Bal Due This Invoice \$1,696.39

ZNS ENGINEERING

Land Planning Engineering Surveying Landscape Architecture

1023 Manatee Ave. W.
7th Floor
Bradenton, FL 34205

AD6-
Aug 3A

Invoice

Invoice #: 146979
Invoice Date: 5/30/2023
Project #: 44607
Billing Period: 4/01/23-4/30/23
P.O. #:
Terms: Due on receipt

Bill To:

ROWE VENTURES, LLC.
ATTN: MR. JOHN FALKNER
35100 STATE ROAD 64 EAST
MYAKKA CITY, FL 34251
INVOICES TO: SCERVEN@FALKNERGROUP.COM

Project Name/Location

THE AVIARY @ RUTLAND RANCH
PHASE 3

Description	Est Amt	Prior Amt	Amount
AVIARY PHASE 3			
TASK 1-ENGINEERING DESIGN AND PERMITTING	213,642.00	213,642.01	0.00
TASK 2-LANDSCAPE ARCHITECTURE (CODE MINIMUM)	13,200.00	13,200.00	0.00
TASK 3-CONSTRUCTION ADMIN AND CERTIFICATION	40,700.00	12,210.00	4,070.00
TASK 4-PLATTING	48,850.00	43,422.25	2,713.89

Thank you for the opportunity to work with you. We appreciate your business.

Please indicate the project number on your remittance.

If you have any questions regarding the current charges on this invoice, we must receive your written inquiry within 15 days of the invoice date. Otherwise, the invoice will be deemed approved and accepted.

Highest Legal interest rate will be charged on delinquent accounts.

Phone #	Fax:	Tax ID #
941.748.8080	941.748.3316	65-0961154

Current Charges \$6,783.89

Payments/Credits \$0.00

Bal Due This Invoice \$6,783.89

ZNS ENGINEERING

Land Planning Engineering Surveying Landscape Architecture

1023 Manatee Ave. W.
7th Floor
Bradenton, FL 34205

SC
ADG
Honey 3/11

Invoice

Invoice #: 147160
Invoice Date: 7/7/2023
Project #: 44607
Billing Period: 5/01/23-5/30/23
P.O. #:
Terms: Due on receipt

Bill To:

ROWE VENTURES, LLC.
ATTN: MR. JOHN FALKNER
35100 STATE ROAD 64 EAST
MYAKKA CITY, FL 34251
INVOICES TO: SCERVEN@FALKNERGROUP.COM

Project Name/Location

THE AVIARY @ RUTLAND RANCH
PHASE 3

Description	Est Amt	Prior Amt	Amount
AVIARY PHASE 3			
TASK 1-ENGINEERING DESIGN AND PERMITTING	213,642.00	213,642.01	0.00
TASK 2-LANDSCAPE ARCHITECTURE (CODE MINIMUM)	13,200.00	13,200.00	0.00
TASK 3-CONSTRUCTION ADMIN AND CERTIFICATION	40,700.00	16,280.00	4,070.00
TASK 4-PLATTING	48,850.00	46,136.14	1,356.50

Thank you for the opportunity to work with you. We appreciate your business.

Current Charges \$5,426.50

Please indicate the project number on your remittance.

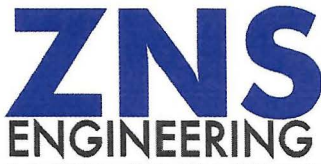
If you have any questions regarding the current charges on this invoice, we must receive your written inquiry within 15 days of the invoice date. Otherwise, the invoice will be deemed approved and accepted.

Highest Legal interest rate will be charged on delinquent accounts.

Payments/Credits \$0.00

Bal Due This Invoice \$5,426.50

Phone #	Fax:	Tax ID #
941.748.8080	941.748.3316	65-0961154



Land Planning Engineering Surveying Landscape Architecture
1023 Manatee Ave. W.
7th Floor
Bradenton, FL 34205

ASB
- Amy 3A

Invoice

Invoice #: 147317
Invoice Date: 8/2/2023
Project #: 44607
Billing Period: 6/01/23-6/30/23
P.O. #:
Terms: Due on receipt

Bill To:

ROWE VENTURES, LLC.
ATTN: MR. JOHN FALKNER
35100 STATE ROAD 64 EAST
MYAKKA CITY, FL 34251
INVOICES TO: SCERVEN@FALKNERGROUP.COM

Project Name/Location

THE AVIARY @ RUTLAND RANCH
PHASE 3

Description	Est Amt	Prior Amt	Amount
AVIARY PHASE 3			
TASK 1-ENGINEERING DESIGN AND PERMITTING	213,642.00	213,642.01	0.00
TASK 2-LANDSCAPE ARCHITECTURE (CODE MINIMUM)	13,200.00	13,200.00	0.00
TASK 3-CONSTRUCTION ADMIN AND CERTIFICATION	40,700.00	20,350.00	4,070.00
TASK 4-PLATTING	48,850.00	47,492.64	1,356.50

Thank you for the opportunity to work with you. We appreciate your business.

Please indicate the project number on your remittance.

If you have any questions regarding the current charges on this invoice, we must receive your written inquiry within 15 days of the invoice date. Otherwise, the invoice will be deemed approved and accepted.

Highest Legal interest rate will be charged on delinquent accounts.

Phone #	Fax:	Tax ID #
941.748.8080	941.748.3316	65-0961154

Current Charges	\$5,426.50
-----------------	------------

Payments/Credits	\$0.00
------------------	--------

Bal Due This Invoice	\$5,426.50
----------------------	------------

ZNS ENGINEERING

Land Planning Engineering Surveying Landscape Architecture

1023 Manatee Ave. W.

7th Floor

Bradenton, FL 34205

5/10/23
Avery IIIA

Invoice

Invoice #: 147459
Invoice Date: 9/11/2023
Project #: 44607
Billing Period: 7/01/23-7/31/23
P.O. #:
Terms: Due on receipt

Bill To:

ROWE VENTURES, LLC.
ATTN: MR. JOHN FALKNER
35100 STATE ROAD 64 EAST
MYAKKA CITY, FL 34251
INVOICES TO: SCERVEN@FALKNERGROUP.COM

Project Name/Location

THE AVIARY @ RUTLAND RANCH
PHASE 3

Description	Est Amt	Prior Amt	Amount
AVIARY PHASE 3			
TASK 1-ENGINEERING DESIGN AND PERMITTING	213,642.00	213,642.01	0.00
TASK 2-LANDSCAPE ARCHITECTURE (CODE MINIMUM)	13,200.00	13,200.00	0.00
TASK 3-CONSTRUCTION ADMIN AND CERTIFICATION	40,700.00	24,420.00	4,070.00
TASK 4-PLATTING	48,850.00	48,849.14	0.86

Thank you for the opportunity to work with you. We appreciate your business.

Please indicate the project number on your remittance.

If you have any questions regarding the current charges on this invoice, we must receive your written inquiry within 15 days of the invoice date. Otherwise, the invoice will be deemed approved and accepted.

Highest Legal interest rate will be charged on delinquent accounts.

Phone #	Fax:	Tax ID #
941.748.8080	941.748.3316	65-0961154

Current Charges \$4,070.86

Payments/Credits \$0.00

Bal Due This Invoice \$4,070.86

ZNS ENGINEERING

Land Planning Engineering Surveying Landscape Architecture

1023 Manatee Ave. W.

7th Floor

Bradenton, FL 34205

ADG
Aviary
3A - 12,110
3B - 11,960

Invoice

Invoice #: 147646
Invoice Date: 10/4/2023
Project #: 44607
Billing Period: 8/01/23-8/31/23
P.C. #:
Terms: Due on receipt

Bill To:

ROWE VENTURES, LLC.
ATTN: MR. JOHN FALKNER
35100 STATE ROAD 64 EAST
MYAKKA CITY, FL 34251
INVOICES TO: SCERVEN@FALKNERGROUP.COM

Project Name/Location

THE AVIARY @ RUTLAND RANCH
PHASE 3

Description	Est Amt	Prior Amt	Amount
AVIARY PHASE 3			
TASK 1-ENGINEERING DESIGN AND PERMITTING	213,642.00	213,642.01	0.00
TASK 2-LANDSCAPE ARCHITECTURE (CODE MINIMUM)	13,200.00	13,200.00	0.00
CONSTRUCTION ENGINEERING SERVICE / PROJECT CERT..			
PHASE IIIA (68 UNITS)	30,600.00	28,490.00	2,110.00
PHASE IIIB (98 UNITS)	35,000.00		1,960.00
PLATTING SERVICES**			
PHASE IIIA (68 UNITS)**	32,300.00	32,300.00	0.00
PHASE IIIB (98 UNITS)**	36,750.00	17,490.14	0.00

Thank you for the opportunity to work with you. We appreciate your business.

Please indicate the project number on your remittance.

If you have any questions regarding the current charges on this invoice, we must receive your written inquiry within 15 days of the invoice date. Otherwise, the invoice will be deemed approved and accepted.

Highest Legal interest rate will be charged on delinquent accounts.

Phone #	Fax:	Tax ID #
941.748.8080	941.748.3316	65-0961154

Current Charges \$4,070.00

Payments/Credits \$0.00

Bal Due This Invoice \$4,070.00

Invoice

1992 Lena Lane
Sarasota, FL 34240

Phone # (941) 232-4334

landmarkcosi@gmail.com

Date

9/4/2023

Invoice #

2259A

Bill To

Aviary Development
Group, Inc.
35100 State Road 64 E
Myakka City, FL 34251
Steve Cerven

Terms

Net 30



Project

Aviary 3A - FPL Backbone

Quantity	Unit	Description	Rate	Amount
FPL BACKBONE - PHS 1				
621	LF	Trench & Backfill	3.69	2,291.49
766	LF	2" PVC Installation	0.75	574.50
68	EA	Lots Serviced	285.00	19,380.00
12	EA	Transformer Pads	74.82	897.84
1	EA	Primary Splice Box	290.21	290.21
10	EA	Handholes	76.29	762.90
2	EA	Trips to FPL	250.00	500.00
<p>Notes:</p> <p>Installation based on FPL drawings provided: WR_8366622 dated 5/9/23</p> <p>Included is all equipment and labor required for installation of FPL Backbone systems to minimum cover.</p> <p>Excluded:</p> <p>Restoration of disturbed areas (sod, concrete, base, irrigation, etc.). Concrete capping necessary because of unforeseen conflicts. Materials necessary for installation. Pick-up and delivery of materials (\$250 / trip if required) Removal of excess materials from job (pipe, fittings, packing, crating). Repair of damage by others. Any areas required to be hand dug. Directional boring. Off-site work.</p>				
Thank you for your business.			Total	\$24,696.94

Invoice

1992 Lena Lane Sarasota, FL 34240	
Phone #	(941) 232-4334
landmarkcosi@gmail.com	

Date	Invoice #
6/2/2023	2334

Bill To
Aviary Development Group, Inc. 35100 State Road 64 E Myakka City, FL 34251 Steve Cerven



Terms
Net 30

Project
Aviary 3A - Utility Crossings

Quantity	Unit	Description	Rate	Amount
FPL CROSSINGS				
299	LF	Trench & Backfill	4.52	1,351.48
836	LF	2" PVC Installation	0.75	627.00
FRONTIER CROSSINGS				
668	LF	Trench & Backfill	4.52	3,019.36
668	LF	1.25" Pipe Installation	0.45	300.60
SPECTRUM CROSSINGS				
256	LF	Trench & Backfill	4.52	1,157.12
512	LF	2" PE Installation	0.75	384.00
OWNER CROSSINGS				
110	LF	Trench & Backfill	4.52	497.20
110	LF	4" PVC Installation	0.90	99.00
130	LF	Material: 4" PVC Pipe	9.17	1,192.10
IRRIGATION CROSSINGS				
0	LF	Trench & Backfill	4.52	0.00
0	LF	2" PVC Installation	0.75	0.00
0	LF	4" PVC Installation	0.90	0.00
0	LF	6" PVC Installation	1.05	0.00
0	LF	8" PVC Installation	1.75	0.00
0	LF	12" PVC Installation	2.50	0.00
0	LF	Material: 2" PVC	2.75	0.00
0	LF	Material: 4" PVC	9.17	0.00
0	LF	Material: 6" PVC	16.38	0.00
0	LF	Material: 8" PVC	21.77	0.00
0	LF	Material: 12" PVC	49.78	0.00
Thank you for your business.			Total	

Invoice

1992 Lena Lane
Sarasota, FL 34240

Phone # (941) 232-4334

landmarkcosi@gmail.com

Date

6/2/2023

Invoice #

2334

Bill To

Aviary Development
Group, Inc.
35100 State Road 64 E
Myakka City, FL 34251
Steve Cerven

Terms

Net 30



Project

Aviary 3A - Utility Crossings

Quantity	Unit	Description	Rate	Amount
		Notes: Installation must be before stabilization & underdrain. Crossings will be marked at ends with same pipe used on crossing. Not responsible for damage by others.		
Thank you for your business.			Total	\$8,627.86

Total Phase 2B Costs for Requisition

Through March 24, 2024

	<u>Total Cost</u>	<u>Paid To Date</u>	<u>Balance to Finish</u>
General Conditions	\$ 131,201.60	\$ 131,201.60	\$ -
Potable Water System	\$ 247,133.60	\$ 247,133.60	\$ -
Sanitary Sewer System	\$ 280,780.30	\$ 280,780.30	\$ -
Roadway Improvements	\$ 325,900.50	\$ 325,900.50	\$ -
Drainage & Earthwork Improvements	\$ 417,048.44	\$ 417,048.44	\$ -
Undergrounding of Electrical Utilities	\$ 26,674.72	\$ 26,674.72	
Total 3A Improvements	\$ 1,428,739.16	\$ 1,428,739.16	\$ -
Other Costs	\$ 140,474.08	\$ 140,474.08	\$ -
TOTAL COSTS	<u>\$ 1,569,213.24</u>	<u>\$ 1,569,213.24</u>	<u>\$ -</u>

Other Costs Calculation

		<u>% Allocated to</u>				
	<u>Total</u>	<u>Phase 3A</u>	<u>Total Cost</u>	<u>Paid To Date</u>	<u>Balance to Finish</u>	
Engineering, Design & Permitting (ZNS)	\$ 213,642.00	40.96%	\$ 87,516.00	\$ 87,516.00	\$ -	
Landscape Design (ZNS)	\$ 13,200.00	40.96%	\$ 5,407.23	\$ 5,407.23	\$ -	
Construction Admin and Certification Phase 3A (ZNS)	\$ 30,600.00	100%	\$ 30,600.00	\$ 30,600.00	\$ -	
Platting (ZNS)	\$ 32,300.00	19.16%	\$ 6,188.42	\$ 6,188.42	\$ -	
Permit Costs	\$ 26,273.00	40.96%	\$ 10,762.43	\$ 10,762.43	\$ -	
Total	\$ 316,015.00		\$ 140,474.08	\$ 140,474.08		

Notes:

- (1) Engineering, Design and Permitting cost is allocated to Phase 3A and 3B respectively based on the percentage of lots in each phase relative to the total number of lots in Phase 3
- (2) Landscape Design cost is allocated to Phase 3A and 3B respectively based on the percentage of lots in each phase relative to the total number of lots in Phase 3
- (3) Platting cost is 1st allocated between Lot and Non-Lot Area in Phase 3, then the portion of the cost attributable to non-lot area is allocated to Phase 3A and Phase 3B.
- (4) Permit costs are allocated to Phase 3A and Phase 3B respectively based on the percentage of lots in each phase relative to the total number of lots in Phase 3

Earthwork Analysis Detail

Final Grading	\$ 63,135.00
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Total	\$ 63,135.00
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Amount allocated to Lots (68.32% of Total)	\$ 43,135.56
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Lot Area as percentage of Total Area with Fill

Total Phase 2A Acreage	27.77
Wetlands & Wetland Buffers	(10.22)
Lakes	-
Native Upland Habitat	-
Native Habitat Preservation Area	-
Net Acreage with Fill	<hr/> 17.55

Net Lot Area	11.99
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Lot Area as % of Total Area with Fill	68.32%
---------------------------------------	--------

Clearing and Earthwork Total	\$ 65,115.00
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Less Amount Allocated to Lots	<hr/> \$ (43,135.56)
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Total	\$ 21,979.44
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Phase 3 Land Breakdown

Lot Area + HOA Property Acres	34.7	53.23%
Total Non-Lot/Non-HOA Property Area Acres	30.49	46.77%
Total Acres	65.19	100.00%

Lots in Each Phase as Percentage of Total Lots

Phase 3A	40.96%
Phase 3B	59.04%

January 24, 2024

Board of Supervisors
Aviary at Rutland Ranch Community Development District
c/o Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
ATTN: Cindy Cerbone, District Manager

RE: Acquisition of Phase IIIA Improvements and Work Product

Dear Ms. Cerbone,


Pursuant to the *Acquisition Agreement (Master Capital Improvement Plan – Phase 1 – 6)* dated May 15, 2019, by and among the Aviary at Rutland Ranch Community Development District (“**District**”), Rowe Ventures, LLC (“**Landowner**”), and Aviary Development Group, Inc. (“**Developer**,” together with Landowner, “**Landowner/Developer**”), among other applicable acquisition agreements related to future bond series (“**Acquisition Agreement**”), you are hereby notified that the Developer has substantially completed and wishes to sell to the District certain water and wastewater utilities, roadway and stormwater improvements (together, “**Improvements**”) and related work product (“**Work Product**”), as further identified in **Exhibit A** attached hereto. As set forth in more detail in a *Developer Bill of Sale & Assignment (Acquisition of Phase IIIA Improvements and Work Product)* dated on or about the same date as this letter, Developer wishes to convey the Improvements and Work Product to the District in exchange for the payment of **\$1,569,213.24 (“Acquisition Amount”)**, representing the actual cost of creating and/or constructing the Improvements and Work Product. Subject to the terms of the Acquisition Agreement, and availability of funding from future bonds, please have the Acquisition Amount paid to the Developer.

In connection with these acquisitions, the Landowner is also conveying certain property rights to the District by virtue of that certain *Quit Claim Deed and Easement Agreement*. That said, the Landowner/Developer are retaining the rights to complete any remaining punch list items related to the Improvements, and certain landscaping, irrigation and hardscaping improvements within certain of the properties being acquired by the District and, upon completion of the same, may elect to convey certain of those improvements to the District by separate bill of sale, pursuant to the Acquisition Agreement and in exchange for the immediate or future payment of bond proceeds (subject to the terms of the Acquisition Agreement).

Notwithstanding anything to the contrary herein, and as part of the overall Acquisition Amount, certain amounts may still be owed to contractors and Developer agrees to timely make payment for all remaining amounts owed and to ensure that no liens are placed on the Improvements. Subject to the terms of the Acquisition Agreement and availability of funds, the District will make payment for the Remaining Amount upon further proof of payment by the Developer. Also Developer agrees to convey or cause to be conveyed when finalized any and all site plans, construction and development drawings, plans and specifications, surveys, engineering and soil reports and studies, and approvals (including but not limited to licenses, permits, zoning approvals, etc.), pertaining or applicable to or in any way connected with the development, construction, and ownership of the Improvements described in such subparagraphs. Further, the Developer agrees to help coordinate the turnover of the utilities and roadways to Manatee County, Florida.

Agreed to by:

**AVIARY AT RUTLAND RANCH
COMMUNITY DEVELOPMENT DISTRICT**



Stephen Cerven
Chairperson, Board of Supervisors

Sincerely,

AVIARY DEVELOPMENT GROUP, INC.

By: 
John Falkner, President

ROWE VENTURES, LLC

By: 
John Falkner, Managing Member

cc: Jere L. Earlywine, District Counsel
Jeb Mulock, P.E., District Engineer

EXHIBIT A:
PHASE IIIA DESCRIPTION OF IMPROVEMENTS & WORK PRODUCT

Those certain wastewater systems, including but not limited to all lines, pipes, valves, pumps, laterals, force mains, tees, bends, joints, manholes, lift stations, facilities, equipment, and appurtenances thereto (including but not limited to 1,846 LF of 8" GM and 6 manholes), and potable water systems, including but not limited to all lines, pipes, valves, pumps, laterals, force mains, tees, bends, joints, manholes, facilities, equipment, and appurtenances thereto (including but not limited to 128 LF of 2" WM, 378 LF of 4" WM, 1,542 LF of 8" WM, and 3 hydrants), that are located within the portions of those certain rights-of-ways designated as Tract 100 (and further designated as 162nd Place East, 161st Terrace East, and 69th Lane East) and all Public Utility Easements further identified on the plat known as Aviary at Rutland Ranch Phase IIIA, recorded in Plat Book 79, Pages 156 - 164, of the Official Records of Manatee County, Florida.

Those certain roadways and related earthwork and drainage improvements, including but not limited to asphalt, base, subgrade, curb, and sidewalks, etc., located within those portions of the rights-of-ways designated as Tract 100 (and further designated as 162nd Place East, 161st Terrace East, and 69th Lane East), and further identified on the plat known as Aviary at Rutland Ranch Phase IIIA, recorded in Plat Book 79, Pages 156 - 164, of the Official Records of Manatee County, Florida.

Those certain drainage and surface water management systems, including but not limited to lakes, ponds, water control structures, pipes, manholes, junction boxes, grates, inlets, weirs, outfalls, end sections and other water conveyance structures, as well as all catch-basins and related stormwater facilities (including but not limited to 131 LF of 18" RCP, 48 LF of 24" RCP, 547 LF of 30" RCP, 420 LF of 36" RCP, 187 LF of 48" RCP), located within (i) Tracts 300 and 1000, (ii) within Tract 100 (and further designated as 162nd Place East, 161st Terrace East, and 69th Lane East), for the purpose of maintenance of drainage facilities, and (iii) within the easements labeled "Drainage Easement," "Access & Utility Easement," and "Landscape, Access & Utility Easement" and further identified on the plat known as Aviary at Rutland Ranch Phase IIIA, recorded in Plat Book 79, Pages 156 - 164, of the Official Records of Manatee County, Florida.

Those certain conduit improvements located within the Public Utility Easements identified in the plat known as Aviary at Rutland Ranch Phase IIIA, recorded in Plat Book 79, Pages 156 - 164, of the Official Records of Manatee County, Florida.

Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever, subject to any rights retained on a non-exclusive basis by Landowner or Developer, pertaining or applicable to or in any way connected with the development, construction, and ownership of the above-referenced improvements.

<u>Improvement / Work Product</u>	<u>Total Cost</u>	<u>Paid To Date</u>
General Conditions	\$131,201.60	\$131,201.60
Potable Water System	\$247,133.60	\$247,133.60
Sanitary Sewer System	\$280,780.30	\$280,780.30
Roadway Improvements	\$325,900.50	\$325,900.50
Drainage & Earthwork Improvements	\$417,048.44	\$417,048.44
Undergrounding of Electrical Utilities	\$26,674.72	\$26,674.72
Engineering, Design, Permitting, Platting & Construction Administration	\$140,474.08	\$140,474.08
TOTAL COSTS	\$1,569,213.24	\$1,569,213.24

CORPORATE DECLARATION REGARDING COSTS PAID
[PHASE IIIA IMPROVEMENTS AND WORK PRODUCT]

I, John Falkner, as President of Aviary Development Group, Inc., a Florida corporation ("**Developer**"), do hereby state as follows:

1. I have personal knowledge of the matters set forth in this Declaration.
2. My name is John Falkner, and I am President of the Developer. I have authority to make this Declaration on behalf of Developer.
3. Developer is the developer of certain lands within the Aviary at Rutland Ranch Community Development District, a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes* ("**District**").
4. The District's *District Engineer's Report* dated August 2018 ("**Engineer's Report**") describes certain public infrastructure improvements and/or work product that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to Chapter 190, *Florida Statutes*.
5. The Developer has entered into agreements with contractors for the construction of certain improvements ("**Improvements**") and work product ("**Work Product**"). The Improvements and Work Product are described in **Exhibit A**, and are within the scope of the Engineer's Report.
6. The Developer has expended funds to develop and/or acquire the Improvements and Work Product described in the Engineer's Report and more specifically described in **Exhibit A**. The attached **Exhibit A** accurately identifies certain of the Improvements and Work Product that have been completed to date. Developer agrees to timely make payment for any remaining amounts owed, and to ensure that no liens are placed on the District's property.
7. In making this Declaration, I understand that the District intends to rely on this Declaration for purposes of acquiring the Improvements and Work Product identified in **Exhibit A**.

[CONTINUED ON NEXT PAGE]

Executed this 8th day of April, 2024.

AVIARY DEVELOPMENT GROUP, INC.

John Falkner

By: John Falkner, President

STATE OF FLORIDA

COUNTY OF MANATEE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 8th day of April, 2024, by John Falkner as President of Aviary Development Group, Inc., on behalf of the corporation, who is personally known to me or has produced n/a as identification.



(NOTARY SEAL)

PATRICIA JONES WILSON

Notary Public
State of Florida
Comm# HH187418
Expires 1/29/2026

Patricia Jones Wilson

NOTARY PUBLIC, STATE OF FLORIDA

Name: Patricia Jones Wilson

(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

EXHIBIT A:
PHASE IIIA DESCRIPTION OF IMPROVEMENTS & WORK PRODUCT

Those certain wastewater systems, including but not limited to all lines, pipes, valves, pumps, laterals, force mains, tees, bends, joints, manholes, lift stations, facilities, equipment, and appurtenances thereto (including but not limited to 1,846 LF of 8" GM and 6 manholes), and potable water systems, including but not limited to all lines, pipes, valves, pumps, laterals, force mains, tees, bends, joints, manholes, facilities, equipment, and appurtenances thereto (including but not limited to 128 LF of 2" WM, 378 LF of 4" WM, 1,542 LF of 8" WM, and 3 hydrants), that are located within the portions of those certain rights-of-ways designated as Tract 100 (and further designated as 162nd Place East, 161st Terrace East, and 69th Lane East) and all Public Utility Easements further identified on the plat known as Aviary at Rutland Ranch Phase IIIA, recorded in Plat Book 79, Pages 156 - 164, of the Official Records of Manatee County, Florida.

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Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever, subject to any rights retained on a non-exclusive basis by Landowner or Developer, pertaining or applicable to or in any way connected with the development, construction, and ownership of the above-referenced improvements.

<u>Improvement / Work Product</u>	<u>Total Cost</u>	<u>Paid To Date</u>
General Conditions	\$131,201.60	\$131,201.60
Potable Water System	\$247,133.60	\$247,133.60
Sanitary Sewer System	\$280,780.30	\$280,780.30
Roadway Improvements	\$325,900.50	\$325,900.50
Drainage & Earthwork Improvements	\$417,048.44	\$417,048.44
Undergrounding of Electrical Utilities	\$26,674.72	\$26,674.72
Engineering, Design, Permitting, Platting & Construction Administration	\$140,474.08	\$140,474.08
TOTAL COSTS	\$1,569,213.24	\$1,569,213.24

CONTRACTOR ACKNOWLEDGEMENT & RELEASE
[PHASE IIIA IMPROVEMENTS]

THIS RELEASE is made to be effective as of the 2ND day of APRIL, 2024, by **E.T. MacKenzie Company of Florida, Inc.**, a Florida corporation, with offices located at 6212 33rd Street East, Bradenton, Florida 34203 ("**Contractor**"), in favor of the **Aviary at Rutland Ranch Community Development District** ("**District**"), a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and whose address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

RECITALS

WHEREAS, pursuant to that certain agreement ("**Contract**") dated February 14, 2023, and between Contractor and Aviary Development Group, Inc. ("**Developer**"), Contractor has constructed for Developer certain infrastructure improvements, as described in **Exhibit A** ("**Improvements**"); and

WHEREAS, Developer may in the future convey the Improvements to the District and for that purpose has requested Contractor to confirm the release of all restrictions on the District's right to use and rely upon the Improvements; and

WHEREAS, Contractor has agreed to the release of any such restrictions.

NOW, THEREFORE, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, Contractor provides the following acknowledgment and release:

SECTION 1. GENERAL. The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.

SECTION 2. ACQUISITION OF IMPROVEMENTS. Contractor acknowledges that the District is or has acquired the Improvements constructed by Contractor in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to rely upon the terms of the Contract for same.

SECTION 3. WARRANTY. Contractor hereby expressly acknowledges the District's right to enforce the terms of the Contract, including but not limited to any warranties provided therein and to rely upon and enforce any other warranties provided under Florida law.


SECTION 4. INDEMNIFICATION. Contractor indemnifies and holds the District harmless from any claims, demands, liabilities, judgments, costs, or other actions that may be brought against or imposed upon the District in connection with the Improvements because of any act or omission of Contractor, its agents, employees, or officers. Said indemnification shall include, but not be limited to, any reasonable attorney's fees and costs incurred by the District.

SECTION 5. CERTIFICATE OF PAYMENT. Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies that no outstanding requests for payment exist related to the Improvements, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements. This document shall constitute a final

waiver and release of lien for any payments due to Contractor by Developer or District for the Improvements.

SECTION 6. EFFECTIVE DATE. This Release shall take effect upon execution.

E.T. MACKENZIE COMPANY OF FLORIDA, INC.


By: Scott Huber
Its: GM

STATE OF FLORIDA
COUNTY OF Manatee

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 2nd day of April, 2024, by _____ as _____ of _____, on behalf of the company, who is personally known to me or has produced _____ as identification.


NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)



Rose M. Scarbrough
Notary Public
State of Florida
Comm# HH126900
Expires 5/5/2025

Name: Rose M Scarbrough
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

EXHIBIT A:
PHASE IIIA DESCRIPTION OF IMPROVEMENTS

Those certain wastewater systems, including but not limited to all lines, pipes, valves, pumps, laterals, force mains, tees, bends, joints, manholes, lift stations, facilities, equipment, and appurtenances thereto (including but not limited to 1,846 LF of 8" GM and 6 manholes), and potable water systems, including but not limited to all lines, pipes, valves, pumps, laterals, force mains, tees, bends, joints, manholes, facilities, equipment, and appurtenances thereto (including but not limited to 128 LF of 2" WM, 378 LF of 4" WM, 1,542 LF of 8" WM, and 3 hydrants), that are located within the portions of those certain rights-of-ways designated as Tract 100 (and further designated as 162nd Place East, 161st Terrace East, and 69th Lane East) and all Public Utility Easements further identified on the plat known as Aviary at Rutland Ranch Phase IIIA, recorded in Plat Book 79, Pages 156 - 164, of the Official Records of Manatee County, Florida.

Those certain roadways and related earthwork and drainage improvements, including but not limited to asphalt, base, subgrade, curb, and sidewalks, etc., located within those portions of the rights-of-ways designated as Tract 100 (and further designated as 162nd Place East, 161st Terrace East, and 69th Lane East), and further identified on the plat known as Aviary at Rutland Ranch Phase IIIA, recorded in Plat Book 79, Pages 156 - 164, of the Official Records of Manatee County, Florida.

Those certain drainage and surface water management systems, including but not limited to lakes, ponds, water control structures, pipes, manholes, junction boxes, grates, inlets, weirs, outfalls, end sections and other water conveyance structures, as well as all catch-basins and related stormwater facilities (including but not limited to 131 LF of 18" RCP, 48 LF of 24" RCP, 547 LF of 30" RCP, 420 LF of 36" RCP, 187 LF of 48" RCP), located within (i) Tracts 300 and 1000, (ii) within Tract 100 (and further designated as 162nd Place East, 161st Terrace East, and 69th Lane East), for the purpose of maintenance of drainage facilities, and (iii) within the easements labeled "Drainage Easement," "Access & Utility Easement," and "Landscape, Access & Utility Easement" and further identified on the plat known as Aviary at Rutland Ranch Phase IIIA, recorded in Plat Book 79, Pages 156 - 164, of the Official Records of Manatee County, Florida.

Improvement	Total Cost	Paid To Date
General Conditions	\$ 131,201.60	\$ 131,201.60
Potable Water System	\$ 247,133.60	\$ 247,133.60
Sanitary Sewer System	\$ 280,780.30	\$ 280,780.30
Roadway Improvements	\$ 325,900.50	\$ 325,900.50
Drainage & Earthwork Improvements	\$ 417,048.44	\$ 417,048.44
TOTAL COSTS	\$ 1,402,064.44	\$ 1,402,064.44

PROFESSIONAL ACKNOWLEDGMENT AND RELEASE
[PHASE IIIA WORK PRODUCT]

THIS ACKNOWLEDGMENT & RELEASE ("Release") is made the 17 day of April, 2024, by **ZNS Engineering, L.C.**, a Florida limited liability company, having offices located at 201 5th Avenue Drive East, Bradenton, Florida 34208 ("**Professional**"), in favor of the **Aviary at Rutland Ranch Community Development District ("District")**, which is a local unit of special-purpose government situated in the Manatee County, Florida, and having offices at c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

RECITALS

WHEREAS, pursuant to that certain agreement ("**Contract**") dated February 1, 2021 & October 2, 2023, as amended, and between Professional and Aviary Development Group, Inc. ("**Developer**")¹, Professional has created for Developer certain work product, as described in **Exhibit A ("Work Product")**; and

WHEREAS, Developer may in the future convey the Work Product to the District and for that purpose has requested Professional to confirm the release of all restrictions on the District's right to use and rely upon the Work Product; and

WHEREAS, Contractor has agreed to the release of any such restrictions.

NOW, THEREFORE, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, Professional provides the following acknowledgment and release:

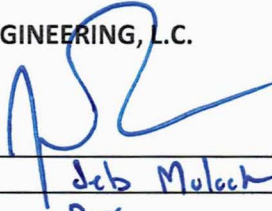
1. **GENERAL.** The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.
2. **ACQUISITION OF WORK PRODUCT.** Professional acknowledges that the District is acquiring or has acquired the Work Product created by the Professional in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to use and rely upon the Work Product for any and all purposes.
3. **WARRANTY.** Professional hereby expressly acknowledges the District's right to enforce the terms of the Contract, including but not limited to any warranties and other forms of indemnification provided therein and to rely upon and enforce any other warranties provided under Florida law.
4. **CERTIFICATION.** Professional hereby acknowledges that it has been fully compensated for its services and work related to completion of the Work Product. This document shall constitute a final waiver and release of lien for any payments due to Professional by Developer or District for the Work Product.

[CONTINUED ON NEXT PAGE]

¹ The Contract is between the Professional and Rowe Ventures, LLC. On April 25, 2019, Rowe Ventures, assigned the Contract to Aviary Development Group, Inc.

5. **EFFECTIVE DATE.** This Release shall take effect upon execution.


ZNS ENGINEERING, L.C.

By: 
Its: Pres.

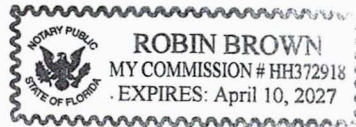
STATE OF FLORIDA

COUNTY OF Manatee

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 17 day of April, 2024, by Jeb Mulock as President of ZNS Engineering, LC on behalf of the company, who is personally known to me or has produced _____ as identification.


NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)



Name: Robin Brown
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

EXHIBIT A:
PHASE IIIA DESCRIPTION OF WORK PRODUCT

Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever, subject to any rights retained on a non-exclusive basis by Landowner or Developer, pertaining or applicable to or in any way connected with the development, construction, and ownership of the above-referenced improvements.

<u>Work Product</u>	<u>Total Cost</u>	<u>Paid To Date</u>
Engineering, Design, Permitting, Platting & Construction Administration	\$140,474.08	\$140,474.08

DISTRICT ENGINEER'S CERTIFICATE
[PHASE IIIA IMPROVEMENTS AND WORK PRODUCT]

April 17, 2024

Board of Supervisors
Aviary at Rutland Ranch Community Development District

Re: Aviary at Rutland Ranch Community Development District (Manatee County, Florida)
 Acquisition of Phase IIIA Improvements and Work Product

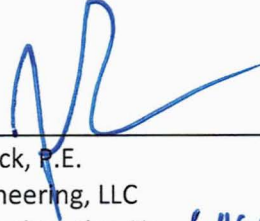
Ladies and Gentlemen:

The undersigned, a representative of ZNS Engineering, LLC ("**District Engineer**"), as District Engineer for the Aviary at Rutland Ranch Community Development District ("**District**"), hereby makes the following certifications in connection with the District's acquisition from Aviary Development Group, Inc. ("**Developer**") of certain improvements ("**Improvements**") and work product ("**Work Product**"), all as more fully described in **Exhibit A** attached hereto, and in that certain *Developer Bill of Sale & Assignment [Acquisition of Phase IIIA Improvements and Work Product]* ("**Bill of Sale**") dated as of or about the same date as this certificate. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. I have reviewed and inspected the Improvements and Work Product. I have further reviewed certain documentation relating to the same, including but not limited to, the Bill of Sale, agreements, invoices, plans, permits, as-builts, and other documents.
2. The Improvements are within the scope of the District's capital improvement plan as set forth in the *District Engineer's Report* dated August 2018 ("**Engineer's Report**").
3. In my opinion, the Improvements were installed in accordance with their specifications and are capable of performing the functions for which they were intended. I am not aware of any defects in the Improvements or Work Product.
4. All known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities.
5. The total, actual costs associated with the Improvements and Work Product are as set forth in the Bill of Sale. Such costs are equal to or less than each of the following: (i) what was actually paid by the Developer to create and/or construct the Improvements and Work Product, and (ii) the reasonable fair market value of the Improvements and Work Product.

6. With this document, I hereby certify that it is appropriate at this time to acquire the Improvements and Work Product.

FURTHER AFFIANT SAYETH NOT.



Jeb Mulock, P.E.
ZNS Engineering, LLC
Florida Registration No. 64692
District Engineer

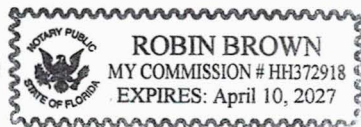
STATE OF FLORIDA
COUNTY OF Manatee

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 17 day of April, 2024, by Jeb Mulock as President of ZNS Engineering, LLC on behalf of the company, who is personally known to me or has produced _____ as identification.



NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)



Name: Robin Brown
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

EXHIBIT A:
PHASE IIIA DESCRIPTION OF IMPROVEMENTS & WORK PRODUCT

Those certain wastewater systems, including but not limited to all lines, pipes, valves, pumps, laterals, force mains, tees, bends, joints, manholes, lift stations, facilities, equipment, and appurtenances thereto (including but not limited to 1,846 LF of 8" GM and 6 manholes), and potable water systems, including but not limited to all lines, pipes, valves, pumps, laterals, force mains, tees, bends, joints, manholes, facilities, equipment, and appurtenances thereto (including but not limited to 128 LF of 2" WM, 378 LF of 4" WM, 1,542 LF of 8" WM, and 3 hydrants), that are located within the portions of those certain rights-of-ways designated as Tract 100 (and further designated as 162nd Place East, 161st Terrace East, and 69th Lane East) and all Public Utility Easements further identified on the plat known as Aviary at Rutland Ranch Phase IIIA, recorded in Plat Book 79, Pages 156 - 164, of the Official Records of Manatee County, Florida.

Those certain roadways and related earthwork and drainage improvements, including but not limited to asphalt, base, subgrade, curb, and sidewalks, etc., located within those portions of the rights-of-ways designated as Tract 100 (and further designated as 162nd Place East, 161st Terrace East, and 69th Lane East), and further identified on the plat known as Aviary at Rutland Ranch Phase IIIA, recorded in Plat Book 79, Pages 156 - 164, of the Official Records of Manatee County, Florida.

Those certain drainage and surface water management systems, including but not limited to lakes, ponds, water control structures, pipes, manholes, junction boxes, grates, inlets, weirs, outfalls, end sections and other water conveyance structures, as well as all catch-basins and related stormwater facilities (including but not limited to 131 LF of 18" RCP, 48 LF of 24" RCP, 547 LF of 30" RCP, 420 LF of 36" RCP, 187 LF of 48" RCP), located within (i) Tracts 300 and 1000, (ii) within Tract 100 (and further designated as 162nd Place East, 161st Terrace East, and 69th Lane East), for the purpose of maintenance of drainage facilities, and (iii) within the easements labeled "Drainage Easement," "Access & Utility Easement," and "Landscape, Access & Utility Easement" and further identified on the plat known as Aviary at Rutland Ranch Phase IIIA, recorded in Plat Book 79, Pages 156 - 164, of the Official Records of Manatee County, Florida.

Those certain conduit improvements located within the Public Utility Easements identified in the plat known as Aviary at Rutland Ranch Phase IIIA, recorded in Plat Book 79, Pages 156 - 164, of the Official Records of Manatee County, Florida.

Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever, subject to any rights retained on a non-exclusive basis by Landowner or Developer, pertaining or applicable to or in any way connected with the development, construction, and ownership of the above-referenced improvements.

<u>Improvement / Work Product</u>	<u>Total Cost</u>	<u>Paid To Date</u>
General Conditions	\$131,201.60	\$131,201.60
Potable Water System	\$247,133.60	\$247,133.60
Sanitary Sewer System	\$280,780.30	\$280,780.30
Roadway Improvements	\$325,900.50	\$325,900.50
Drainage & Earthwork Improvements	\$417,048.44	\$417,048.44
Undergrounding of Electrical Utilities	\$26,674.72	\$26,674.72
Engineering, Design, Permitting, Platting & Construction Administration	\$140,474.08	\$140,474.08
TOTAL COSTS	\$1,569,213.24	\$1,569,213.24

DEVELOPER BILL OF SALE & ASSIGNMENT
[PHASE IIIA IMPROVEMENTS AND WORK PRODUCT]

This *Developer Bill of Sale & Assignment (Acquisition of Phase IIIA Improvements and Work Product)* evidencing the conveyance of certain improvements and work product described herein is made to be effective as of the 8th day of April, 2024, by **Aviary Development Group, Inc.** ("**Grantor**"), a Florida profit corporation, whose address is 35100 SR 64 E, Myakka City, Florida 34251, and to the **Aviary at Rutland Ranch Community Development District** ("**Grantee**"), a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

(Wherever used herein the terms "Grantor" and "Grantee" include all of the parties to this instrument and the successors and assigns of corporations or governmental entities.)

WITNESSETH, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor by these presents does grant, bargain, sell, transfer, and deliver unto the Grantee, its successors and assigns, the following described property ("**Property**"),² assets and rights, to-wit:

- 1) Those certain wastewater systems, including but not limited to all lines, pipes, valves, pumps, laterals, force mains, tees, bends, joints, manholes, lift stations, facilities, equipment, and appurtenances thereto (including but not limited to 1,846 LF of 8" GM and 6 manholes), and potable water systems, including but not limited to all lines, pipes, valves, pumps, laterals, force mains, tees, bends, joints, manholes, facilities, equipment, and appurtenances thereto (including but not limited to 128 LF of 2" WM, 378 LF of 4" WM, 1,542 LF of 8" WM, and 3 hydrants), that are located within the portions of those certain rights-of-ways designated as Tract 100 (and further designated as 162nd Place East, 161st Terrace East, and 69th Lane East) and all Public Utility Easements further identified on the plat known as Aviary at Rutland Ranch Phase IIIA, recorded in Plat Book 79, Pages 156 - 164, of the Official Records of Manatee County, Florida and attached hereto ("**Utilities**"), and
- 2) Those certain roadways and related earthwork and drainage improvements, including but not limited to asphalt, base, subgrade, curb, and sidewalks, etc., located within those portions of the rights-of-ways designated as Tract 100 (and further designated as 162nd Place East, 161st Terrace East, and 69th Lane East), and further identified on the plat known as Aviary at Rutland Ranch Phase IIIA, recorded in Plat Book 79, Pages 156 - 164, of the Official Records of Manatee County, Florida and attached hereto ("**Roadways**"); and
- 3) Those certain drainage and surface water management systems, including but not limited to lakes, ponds, water control structures, pipes, manholes, junction boxes, grates, inlets, weirs, outfalls, end sections and other water conveyance structures, as well as all catch-basins and related stormwater facilities (including but not limited to 131 LF of 18" RCP, 48 LF of 24" RCP, 547 LF of 30" RCP, 420 LF of 36" RCP, 187 LF of 48" RCP), located within (i) Tracts 300 and 1000, (ii) within Tract 100 (and further designated as 162nd Place East, 161st Terrace East, and 69th Lane East), for the purpose of maintenance of drainage facilities, and (iii) within the easements labeled "Drainage Easement," "Access & Utility Easement," and "Landscape, Access & Utility

² Any related real estate interests shall be conveyed by separate instrument from Rowe Ventures, LLC.

Easement” and further identified on the plat known as Aviairy at Rutland Ranch Phase IIIA, recorded in Plat Book 79, Pages 156 - 164, of the Official Records of Manatee County, Florida and attached hereto (“**Stormwater Management Facilities**” and together with Utilities and Roadways, “**Improvements**”); and

- 4) Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever, subject to any rights retained on a non-exclusive basis by Landowner or Developer, pertaining or applicable to or in any way connected with the development, construction, and ownership of the above-referenced Improvements (“**Work Product**”); and
- 5) All of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, claims, lien waivers, and other forms of indemnification, given heretofore and with respect to the Improvements and Work Product, but subject to any rights retained on a non-exclusive basis by Landowner or Developer (“**Warranty and Indemnity Rights**”);

to have and to hold all of the foregoing unto the Grantee, its successors and assigns, for its own use forever, free and clear and discharged of and from any and all obligations, claims or liens.

This instrument is subject to the following provisions:

a. In furtherance of the foregoing, Grantor hereby acknowledges that from this date Grantee has succeeded, on a non-exclusive basis jointly with Grantor (provided however that the Grantor and Grantee may independently exercise such rights), to all of its right, title, and standing to: (i) receive all rights and benefits pertaining to all rights, title, interests, and benefits transferred and assigned hereby; (ii) institute and prosecute all proceedings and take all action that Grantee in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind in and to any and all rights, title, interests, and benefits transferred and assigned hereby; and (iii) defend and compromise any and all such actions, suits, or proceedings relating to such transferred and assigned rights, title, interests, and benefits and do all other such acts and things in relation thereto as Grantee, in its sole discretion, shall deem advisable.

b. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Property; (ii) the Property is free from any liens or encumbrances and the Grantor covenants to timely address any such liens or encumbrances if and when filed; (iii) Grantor has good right to sell the Property; and (iv) the Grantor will warrant and defend the sale of the Property hereby made unto the Grantee against the lawful claims and demands of all persons whosoever.

c. The Grantor represents that, without independent investigation, it has no knowledge of any defects in the Property, and hereby assigns, transfers and conveys to the Grantee any and all rights against any and all firms or entities which may have caused any defects, including, but not limited to, any and all warranties and other forms of indemnification. That being the case, this conveyance is made on an “as is” basis, with no warranties whatsoever except as expressly stated herein, provided however, the Developer shall provide any warranties required by Manatee County, Florida (“**County**”) in connection

with the turnover of any of the Improvements to the County, but only to the extent that the Developer is unable to transfer and/or assign sufficient warranties from applicable contractors.

d. Grantor reserves the non-exclusive right(s) to use the Work Product and to enforce the Warranty and Indemnity Rights, to the extent the exercise of such rights is not inconsistent with the District's rights and/or obligations.

e. By execution of this document, the Grantor affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form.

f. Nothing herein shall be construed as a waiver of Grantee's limitations on liability as provided in Section 768.28, *Florida Statutes*, and other statutes and law.

g. This instrument shall be governed by, and construed under, the laws of the State of Florida.

h. This instrument shall inure to the benefit of, and be binding upon, the respective legal representatives, successors, and assigns of the parties hereto.

i. As consideration for the sale of the Property, and subject to (and without intending to alter) the provisions of that certain *Acquisition Agreement (Master Capital Improvement Plan – Phase 1 – 6)* dated May 15, 2019, the Grantee shall make payment for the cost of the Property in the amounts set forth in **Exhibit C**.

[SIGNATURE PAGES TO FOLLOW]

**SIGNATURE PAGE TO DEVELOPER BILL OF SALE & ASSIGNMENT
[PHASE IIIA IMPROVEMENTS AND WORK PRODUCT]**

8th IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed in its name this
____ day of April, 2024.

AVIARY DEVELOPMENT GROUP, INC.

By: John Falkner
John Falkner, President

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online
notarization, this 8th day of April, 2024, by John Falkner as President of
Aviary Development Group, Inc., on behalf of the corporation, who is personally known to me or has produced
n/a as identification.



(NOTARY SEAL)

PATRICIA JONES WILSON
Notary Public
State of Florida
Comm# HH187418
Expires 1/29/2026

Patricia Jones Wilson
NOTARY PUBLIC, STATE OF FLORIDA

Name: Patricia Jones Wilson
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

The foregoing Developer Bill of Sale & Assignment is acknowledged by:

ROWE VENTURES, LLC

By: John Falkner
John Falkner, Managing Member

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online
notarization, this 8th day of April, 2024, by John Falkner as President of
Rowe Ventures, LLC, on behalf of the company, who is personally known to me or has produced
n/a as identification.



(NOTARY SEAL)

PATRICIA JONES WILSON
Notary Public
State of Florida
Comm# HH187418
Expires 1/29/2026

Patricia Jones Wilson
NOTARY PUBLIC, STATE OF FLORIDA

Name: Patricia Jones Wilson
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

AVIARY AT RUTLAND RANCH COMMUNITY DEVELOPMENT DISTRICT

April 17, 2024

Board of County Commissioners
Manatee County, Florida
c/o Fiscal Services Division Public Works Department
1022 26th Avenue East
Bradenton, Florida 34208

RE: Acquisition of Phase IIIA Utilities and Roadways

Dear Commissioners and Staff,

I am writing on behalf of the Board of Supervisors of the Aviary at Rutland Ranch Community Development District ("**District**") to request that Manatee County ("**County**") accept for ownership and maintenance the water, wastewater and roadway improvements located within those certain rights-of-way designated as Tract 100 (and further designated as 162nd Place East, 161st Terrace East, and 69th Lane East) and all Public Utility Easements, as identified on the plat known as Aviary at Rutland Ranch Phase IIIA and attached hereto, as well as certain off-site improvements identified further in the attached Bill of Sale.

The District has acquired the completed utilities and roadways from Aviary Development Group, Inc. and now desires to convey the same to the County. Enclosed please find the attached Bill of Sale for your review and execution, as well as the other submittal documents, that would effect the transfer.

Please do not hesitate to contact me if you have any questions regarding this matter. I can be reached at (941) 748-8080.

Sincerely,

AVIARY AT RUTLAND RANCH COMMUNITY
DEVELOPMENT DISTRICT



Jeb Mulock
District Engineer

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that Aviary at Rutland Ranch Community Development District, whose address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (hereinafter referred to as DISTRICT), for and in consideration of the sum of Ten and No Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, from Manatee County, Florida, a political subdivision of the State of Florida, whose address is Post Office Box 1000, Bradenton, Florida 34206 (hereinafter referred to as COUNTY) has granted, bargained, sold, transferred, conveyed and delivered to the COUNTY, its executors, administrators, successors and assigns forever, the following:

AVIARY AT RUTLAND RANCH PH IIIA

1. All wastewater lines, pipes, valves, pumps, laterals, tees, bends, joints, facilities, equipment, and appurtenances thereto, including but not limited to 1,846 LF of 8" GM, 6 manholes; and
2. All potable water lines, pipes, valves, tees, bends, joints, pump stations, facilities, equipment and appurtenances thereto, including but not limited to 128 LF of 2" WM, 378 LF of 4" WM, 1,542 LF of 8" WM, 3 hydrants; and
3. All storm pipes, manholes, junction boxes, grates, inlets, weirs, outfalls, end sections and appurtenances thereto, including, but not limited to 131 LF of 18" RCP, 48 LF of 24" RCP, 547 LF of 30" RCP, 420 LF of 36" RCP, 187 LF of 48" RCP; and
4. All roadways and related earthwork and drainage improvements, including but not limited to asphalt, base, subgrade, curb, sidewalks, etc., located within those portions of the rights-of-ways located within or upon that certain real property owned by the SELLER and described below;

All on the property described in Exhibit "A", attached hereto and made a part hereof, situate, lying and being in the County of Manatee, State of Florida.

TO HAVE AND TO HOLD the same unto the COUNTY, its executors, administrators, successors and assigns forever. The COUNTY shall have all rights and title to the above described personal property.

AND the SELLER hereby covenants to and with the COUNTY and assigns that SELLER is the lawful owner of the said personal property; that said personal property is free from all liens and encumbrances; that SELLER has good right and lawful authority to sell said personal property; and

that SELLER fully warrants title to said personal property and shall defend the same against the lawful claims and demands of all persons whomever.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the SELLER has hereunto set its hand and seal, by and through its duly authorized representatives, this 8th day of April, 2024.

Signed, sealed and delivered in the presence of Witnesses:

Ana M. Houston
Print name: Ana M. Houston
Yesenia Flores
Print name: Yesenia Flores

**Aviary at Rutland Ranch Community
Development District**

By: Stephen J. Cerven
Print Name: Stephen J. Cerven
as its: Chairperson

2300 Glades Road, Suite 410W
Postal Address

Boca Raton, Florida 33431
City State Zip

(Signature of two witnesses or secretary required by law)

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 8th day of April, 2024, by Stephen J. Cerven as Chairman of the Aviary at Rutland Ranch Community Development District, who is personally known to me or has produced N/A as identification.



(NOTARY SEAL)

PATRICIA JONES WILSON
Notary Public
State of Florida
Comm# HH187418
Expires 1/29/2026

Patricia Jones Wilson
NOTARY PUBLIC, STATE OF FLORIDA

Name: Patricia Jones Wilson
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

WHEREFORE, the County and Developer and/or CDD have executed this Bill of Sale as of this _____ day of _____, 2024.

**MANATEE COUNTY, a political subdivision
of the State of Florida**

By: Board of County Commissioners

By: County Administrator

STATE OF: Florida
COUNTY OF: Manatee

The foregoing instrument was acknowledged before me by means of [X] physical presence or [] online notarization this _____ day of _____, 2024, by **Charlie Bishop** (County Administrator) for and on behalf of the Manatee County Board of County Commissioners **who is personally known to me** or has produced **N/A** as identification

NOTARY SEAL:

NOTARY PUBLIC Signature

Printed Name

Exhibit "A"

Legal Description

A PARCEL OF LAND IN SECTION 26, TOWNSHIP 33 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 33 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA, THENCE ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER, N00°08'09"W A DISTANCE OF 1788.50 FEET TO THE NORTHWEST CORNER OF THE PLAT OF, AVIARY AT RUTLAND RANCH PHASE IIA & IIB, AS RECORDED IN PLAT BOOK 72 AT PAGE 74 OF SAID COUNTY RECORDS AND THE POINT OF BEGINNING.

THENCE N00°08'09" W, ALONG SAID WEST LINE A DISTANCE OF 869.46 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER; THENCE N00°06'21"W, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 26 A DISTANCE OF 643.68 FEET; THENCE LEAVING SAID WEST LINE, N63°10'39"E A DISTANCE OF 55.27 FEET; THENCE N78°09'53"E A DISTANCE OF 62.00 FEET; THENCE S79°53'18"E A DISTANCE OF 20.55 FEET; THENCE N64°01'33"E A DISTANCE OF 66.26 FEET; THENCE S36°59'31"E A DISTANCE OF 47.13 FEET; THENCE S09°09'32"E A DISTANCE OF 7.20 FEET; THENCE S57°12'39"E A DISTANCE OF 46.22 FEET; THENCE S21°35'31"W A DISTANCE OF 64.64 FEET; THENCE N56°17'22"E A DISTANCE OF 46.14 FEET; THENCE S01°25'11" E A DISTANCE OF 45.75 FEET; THENCE N72°13'56"E A DISTANCE OF 59.85 FEET; THENCE S33°34'32"E A DISTANCE OF 76.40 FEET; THENCE S65°03'12"E A DISTANCE OF 28.17 FEET; THENCE S77°29'11"E A DISTANCE OF 74.47 FEET; THENCE S73°02'32"E A DISTANCE OF 82.60 FEET; THENCE S88°59'31"E A DISTANCE OF 94.47 FEET; THENCE S69°51'35"E A DISTANCE OF 55.69 FEET; THENCE S66°27'24"E A DISTANCE OF 84.72 FEET; THENCE S41°43'28"E A DISTANCE OF 66.68 FEET; THENCE S61°54'24"E A DISTANCE OF 37.67 FEET; THENCE N81°44'53"E A DISTANCE OF 70.42 FEET; THENCE S36°29'13"E A DISTANCE OF 80.97 FEET; THENCE S09°16'19"E A DISTANCE OF 13.58 FEET; THENCE N63°17'23"E A DISTANCE OF 78.20 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 45°20'07" AND AN ARC LENGTH OF 23.74 FEET TO A POINT OF TANGENCY; THENCE S 71°22'30" E A DISTANCE OF 73.66 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 33°18'11" AND AN ARC LENGTH OF 17.44 FEET TO A POINT OF TANGENCY; THENCE S38°04'19"E A DISTANCE OF 96.54 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 33°50'24" AND AN ARC LENGTH OF 17.72 FEET TO A POINT OF TANGENCY; THENCE S04°13'56"E A DISTANCE OF 144.99 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 08°19'14" AND AN ARC LENGTH OF 4.36 FEET TO A POINT OF TANGENCY; THENCE S04°05'18"W A DISTANCE OF 66.72 FEET; THENCE S43°20'04"E A DISTANCE OF 120.33 FEET; THENCE S 22°01'07" E A DISTANCE OF 122.29 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 46°33'04" AND AN ARC

LENGTH OF 24.37 FEET TO A POINT OF TANGENCY; THENCE S24°31'57"W A DISTANCE OF 8.49 FEET; THENCE S25°41'25"W A DISTANCE OF 57.19 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 28°26'23" AND AN ARC LENGTH OF 14.89 FEET TO A POINT OF TANGENCY; THENCE S54°07'48"W A DISTANCE OF 56.89 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 64°09'33" AND AN ARC LENGTH OF 33.59 FEET TO A POINT OF TANGENCY; THENCE N61°42'39"W A DISTANCE OF 34.89 FEET TO THE EXTENSION OF THE NORTH LINE OF SAID AVIARY AT RUTLAND RANCH PHASE IIA & IIB; THENCE ALONG SAID NORTH LINE THE FOLLOWING COURSES, S74°00'18"W A DISTANCE OF 273.07 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS S74°00'18"W, HAVING A RADIUS OF 225.00 FEET, A CENTRAL ANGLE OF 10°55'58" AND AN ARC LENGTH OF 42.93 FEET; THENCE S84°56'15"W A DISTANCE OF 130.00 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS S84°56'15"W, HAVING A RADIUS OF 95.00 FEET, A CENTRAL ANGLE OF 32°38'45" AND AN ARC LENGTH OF 54.13 FEET TO A POINT OF TANGENCY; THENCE N37°42'30"W A DISTANCE OF 100.76 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 145.00 FEET, A CENTRAL ANGLE OF 52°25'39" AND AN ARC LENGTH OF 132.68 FEET TO A POINT OF TANGENCY; THENCE S89°51'51"W A DISTANCE OF 260.28 FEET; THENCE S00°08'09"E A DISTANCE OF 586.55 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS S15°11'17"W, HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 15°19'26" AND AN ARC LENGTH OF 86.92 FEET TO A POINT OF TANGENCY; THENCE S89°51'51"W A DISTANCE OF 19.11 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00" AND AN ARC LENGTH OF 39.27 FEET; THENCE S89°51'51"W A DISTANCE OF 50.00 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS S89°51'51"W, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00" AND AN ARC LENGTH OF 39.27 FEET TO A POINT OF TANGENCY; THENCE S89°51'51"W A DISTANCE OF 155.00 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 1,209,830 SQ. FT. OR 27.77 AC., MORE OR LESS

AFFIDAVIT BY COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA
COUNTY OF MANATEE

I, Stephen J. Cerven, having been first duly sworn, do now depose and say that all persons, firms and corporations who have furnished services, labor or materials as of this date for the **AVIARY AT RUTLAND RANCH, PHASE IIIA UTILITIES AND ROADWAYS** project, have fully completed their respective work and that there are no bills for labor, materials or applications in connection with such construction which have not been paid.

**AVIARY AT RUTLAND RANCH COMMUNITY
DEVELOPMENT DISTRICT**


By: Stephen Cerven
Its: Chairperson

NOTARY ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 8th day of April, 2024, by Stephen J. Cerven as Chairperson of the Aviary at Rutland Ranch Community Development District, who is personally known to me or has produced n/a as identification.



(NOTARY SEAL)

PATRICIA JONES WILSON
Notary Public
State of Florida
Comm# HH187418
Expires 1/29/2026


NOTARY PUBLIC, STATE OF FLORIDA

Name: Patricia Jones Wilson
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

ENGINEER'S CERTIFICATION

In the professional opinion of Jeb Mulock, as a registered engineer in the State of Florida, I certify that the improvements for water distribution system and wastewater collection system, as well as certain reclaimed systems, for the project **AVIARY AT RUTLAND RANCH, PHASE IIIA UTILITIES** have been completed substantially in compliance with engineering plans approved by Manatee County and in compliance with the Manatee County Code and the Public Works Standards Manual. This determination is based on construction site observations and review of test reports by me or a representative under my direction. Enclosed are record drawings which I have reviewed prior to this certification.

Signed and sealed this 17 day of April, 2024.

Signed: _____

Jeb Mulock
Florida Registered Engineer
No. 64169Z

ZNS|ENGINEERING

Land Planning Engineering Surveying Landscape Architecture

ENGINEER'S CERTIFICATION

In the professional opinion of Jeb Mulock, as a registered engineer in the State of Florida, I certify that the improvements for grading, paving, roadway and drainage facilities for the project **AVIARY AT RUTLAND RANCH, PHASE IIIA ROADWAYS** have been completed substantially in compliance with engineering plans approved by Manatee County and in compliance with the Manatee County Code and the Public Works Standards Manual. This determination is based on construction site observations and review of test reports by me or a representative under my direction. Enclosed are record drawings which I have reviewed prior to this certification.

Signed and sealed this 17 day of April, 2024

Signed: _____

Jeb Mulock

Florida Registered Engineer

No. 64692

This instrument was prepared by and
upon recording should be returned to:

(This space reserved for Clerk)

KUTAK ROCK LLP
107 W College Ave
Tallahassee, Florida 32301

QUIT CLAIM DEED

THIS QUIT CLAIM DEED is made as of the 8th day of April, 2024, by and between **Aviary Development Group, Inc.**, a Florida corporation ("**Grantor**"), whose mailing address is 35100 SR 64 E, Myakka City, Florida 34251, and **Aviary at Rutland Ranch Community Development District**, a community development district formed pursuant to Chapter 190, Florida Statutes ("**Grantee**"), whose address is c/o Wrathell, Hunt and Associates, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

(Wherever used herein, the terms "Grantor" and "Grantee" include all of the parties to this instrument, the heirs, legal representatives and assigns of individuals, and the successors and assigns of trustees, partnerships, limited liability companies, governmental entities, and corporations.)

WITNESSETH

THAT GRANTOR, for good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, does hereby remise, release and quit-claim unto the Grantee forever, all the right, title, interest, claim and demand which the Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Manatee, State of Florida, and more particularly below ("**Property**"):

Tracts 300 (Wetland Area) and 1000 (Open Space), as identified in the plat titled *Aviary at Rutland Ranch Phase IIIA*, as recorded in Plat Book 79, Pages 156 - 164, of the Official Records of Manatee County, Florida.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever, subject to taxes for the year hereof and subsequent years, as applicable, and all easements, restrictions, reservations, conditions, covenants, limitations and agreements of record. This reference to such matters of record shall not operate to reimpose the same.

RESERVATION OF EASEMENT

Grantor hereby reserves unto itself and its successors and assigns, and Grantee by acceptance hereby gives and grants unto Grantor and its successors and assigns, non-exclusive easements for (i) ingress and egress over, upon and across the Property conveyed hereby, (ii) together with the rights to install, maintain, repair, plant, mow, cultivate, irrigate, improve and care for all landscaping, hardscaping, irrigation, lighting, and related improvements, a portion of which shall be conveyed upon completion by separate instrument and which improvements shall not be deemed to be owned by Grantee until such

separate conveyance, and (iii) the right to maintain, repair and replace and improve any improvements now or hereafter located on the Property; provided, however, that Grantor's reservation of rights hereunder shall be exercised in a manner consistent with the District's capital improvement plan and the District's obligations under any applicable trust indenture relating to any bonds issued by the District to finance the improvements on the Property, and shall not be deemed to impose any obligations on Grantor to maintain, repair or replace any part of the Property or improvements located thereon.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed on the day and year first above written.

WITNESSES

By:

Name: Qua M Houston
Address: 35100 SR 64 E
Myakka City FL 34251

By:

Name: Stephen J. Cerven
Address: 35100 State Rd. 64 E.
Myakka City, FL 34251

AVIARY DEVELOPMENT GROUP, INC.

By:

Name: John Falkner
Title: President

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 8th day of April, 2024, by John Falkner as President of Aviary Development Group, Inc., on behalf of the corporation, who is personally known to me or has produced n/a as identification.



(NOTARY SEAL)

PATRICIA JONES WILSON
Notary Public
State of Florida
Comm# HH187418
Expires 1/29/2026

Patricia Jones Wilson
NOTARY PUBLIC, STATE OF FLORIDA

Name: Patricia Jones Wilson
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

Note to Examiner: This instrument evidences a conveyance of an interest in unencumbered real estate as a gift and is exempt from Florida documentary stamp tax pursuant to Rule 12B-4.014(2)(a), Florida Administrative Code.

This instrument was prepared by and
upon recording should be returned to:

(This space reserved for Clerk)

KUTAK ROCK LLP
107 W College Ave
Tallahassee, Florida 32301

QUIT CLAIM DEED

THIS QUIT CLAIM DEED is made as of the 8th day of April, 2024, by and between **Rowe Ventures, LLC**, a Florida limited liability company ("**Grantor**"), whose mailing address is 35100 SR 64 E, Myakka City, Florida 34251, and **Aviary at Rutland Ranch Community Development District**, a community development district formed pursuant to Chapter 190, Florida Statutes ("**Grantee**"), whose address is c/o Wrathell, Hunt and Associates, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

(Wherever used herein, the terms "Grantor" and "Grantee" include all of the parties to this instrument, the heirs, legal representatives and assigns of individuals, and the successors and assigns of trustees, partnerships, limited liability companies, governmental entities, and corporations.)

WITNESSETH

THAT GRANTOR, for good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, does hereby remise, release and quit-claim unto the Grantee forever, all the right, title, interest, claim and demand which the Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Manatee, State of Florida, and more particularly below ("**Property**"):

Tracts 300 (Wetland Area) and 1000 (Open Space), as identified in the plat titled *Aviary at Rutland Ranch Phase IIIA*, as recorded in Plat Book 79, Pages 156 - 164, of the Official Records of Manatee County, Florida.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever, subject to taxes for the year hereof and subsequent years, as applicable, and all easements, restrictions, reservations, conditions, covenants, limitations and agreements of record. This reference to such matters of record shall not operate to reimpose the same.

RESERVATION OF EASEMENT

Grantor hereby reserves unto itself and its successors and assigns, and Grantee by acceptance hereby gives and grants unto Grantor and its successors and assigns, non-exclusive easements for (i) ingress and egress over, upon and across the Property conveyed hereby. (ii) together with the rights to install, maintain, repair, plant, mow, cultivate, irrigate, improve and care for all landscaping, hardscaping, irrigation, lighting, and related improvements, a portion of which shall be conveyed upon completion by

separate instrument and which improvements shall not be deemed to be owned by Grantee until such separate conveyance, and (iii) the right to maintain, repair and replace and improve any improvements now or hereafter located on the Property; provided, however, that Grantor's reservation of rights hereunder shall be exercised in a manner consistent with the District's capital improvement plan and the District's obligations under any applicable trust indenture relating to any bonds issued by the District to finance the improvements on the Property, and shall not be deemed to impose any obligations on Grantor to maintain, repair or replace any part of the Property or improvements located thereon.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed on the day and year first above written.

WITNESSES

By:

Name: Ava M Houston

Address: 35100 SR 64E
Myakka City FL 34251

By:

Name: Stephen J. Cerven

Address: 35100 State Rd. 64E
Myakka City, FL 34251

ROWE VENTURES, LLC

By:

Name: John Falkner

Title: Managing Member

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 8th day of April, 2024, by John Falkner as President of Aviary Development Group, Inc., on behalf of the company, who is personally known to me or has produced nil as identification.



(NOTARY SEAL)

PATRICIA JONES WILSON
Notary Public
State of Florida
Comm# HH187418
Expires 1/29/2026

Patricia Jones Wilson
NOTARY PUBLIC, STATE OF FLORIDA

Name: Patricia Jones Wilson
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

Note to Examiner: This instrument evidences a conveyance of an interest in unencumbered real estate as a gift and is exempt from Florida documentary stamp tax pursuant to Rule 12B-4.014(2)(a), Florida Administrative Code.

This instrument was prepared by and
upon recording should be returned to:

(This space reserved for Clerk)

KUTAK ROCK LLP
107 W College Ave
Tallahassee, Florida 32301

**EASEMENT AGREEMENT
(PHASE IIIA)**

This **EASEMENT AGREEMENT** ("Agreement") is made and entered into this 8th day of
April _____, 2024, by and among:

Aviary Development Group, Inc., a Florida corporation ("**Developer**"), whose mailing
address is 35100 SR 64 E, Myakka City, Florida 34251; and

Rowe Ventures, LLC, a Florida limited liability company ("**Landowner**", together with the
Developer, "**Grantor**"), whose mailing address is 35100 SR 64 E, Myakka City, Florida
34251; and

Aviary at Rutland Ranch Community Development District, a local unit of special-
purpose government established pursuant to Chapter 190, *Florida Statutes*, located in
Manatee County, Florida, whose mailing address is c/o Wrathell, Hunt and Associates,
2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District**" or "**Grantee**").

WITNESSETH

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

WHEREAS, the Act authorizes the District to plan, finance, construct, install, operate and/or
maintain certain infrastructure within the boundaries of the District; and

WHEREAS, the District owns and maintains (in the case of the Drainage & Surface Water
Management Systems), or will own and maintain pursuant to a future bill of sale (in the case of the
Landscaping & Hardscaping Improvements), the following improvements ("**Improvements**"):

Drainage & Surface Water Management Systems – All drainage and surface water
management systems, including but not limited to lakes, ponds, water control structures,
pipes, junction boxes, grates, inlets, weirs, outfalls, end sections and other water
conveyance structures, as well as all catch-basins and related stormwater facilities,
located within the easements labeled "Public Drainage Easement," "Drainage Easement,"
"Access & Utility Easement," and "Landscape, Access & Utility Easement" as identified on
the plat known as Aviary at Rutland Ranch Phase IIIA, recorded in Plat Book 79, Pages 156
- 164, of the Official Records of Manatee County, Florida ("**Plat**"); and

Landscaping Improvements – All plants, trees, timber, shrubbery, and other landscaping located within the easements labeled “Landscape, Access & Utility Easement” (but not including any landscaping located on platted lots), of the Plat; and

Hardscaping Improvements – All entry monuments and features, benches, and bike and pedestrian paths and trails, located within the easements labeled “Landscape, Access & Utility Easement” of the Plat.

WHEREAS, to the extent of their respective interests and without making any representations regarding the same, Grantor desires to assign, grant and convey, as appropriate, to Grantee a perpetual, non-exclusive easement over, under and across all easements labeled “Public Drainage Easement,” “Drainage Easement,” “Access & Utility Easement,” “Public Utility Easement,” and “Landscape, Access & Utility Easement” and as identified within the Plat (together, “**Easement Areas**”), for purposes of the construction, installation, repair, reconstruction, use, maintenance and operation thereof by the District of the Improvements, all on the terms and subject to the conditions set forth below; and

WHEREAS, Grantor and Grantee acknowledge that use of the Easement Areas is necessary for Grantee to carry out its essential purpose.

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

1. RECITALS. The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Agreement.

2. GRANT OF EASEMENT; RESERVATION OF RIGHTS. Grantor hereby assigns and grants to the District, its successors, and assigns, in perpetuity, a non-exclusive easement over, upon, under, through, and across the Easement Areas for ingress and egress and the construction, installation, repair, reconstruction, use, maintenance and operation thereof by the District of the Improvements, and further grants to the District, its successors and assigns, in perpetuity, a non-exclusive easement over, upon, under, through, and across Easement Areas for ingress and egress relating to the District business, to have and to hold the same unto the District, its successors and assigns forever.

As a point of clarification, Grantor hereby reserves unto itself and its successors and assigns all other rights of Grantor in the Easement Areas, and further reserves for Grantor and its successors and assigns, non-exclusive easements for (i) the rights to install, maintain, repair, plant, mow, cultivate, irrigate, improve and care for all landscaping, hardscaping, irrigation, lighting, and related improvements, a portion of which shall be conveyed upon completion by separate instrument and which improvements shall not be deemed to be owned by the District until such separate conveyance, within the Easement Areas, and (ii) the rights to maintain, repair and replace and improve any improvements now or hereafter located on the Easement Areas; provided, however, that Grantor’s reservation of rights hereunder shall be exercised in a manner consistent with the District’s capital improvement plan and the District’s obligations under any applicable trust indenture relating to any bonds issued by the District to finance the improvements on the Easement Areas, and shall not be deemed to impose any obligations on Grantor to maintain, repair or replace any part of the Easement Areas or improvements located thereon.

3. DAMAGE.

(a) In the event that Grantee, its respective employees, agents, assignees, or contractors cause damage to the Easement Area or any of the Improvements located within the Easement Areas, or causes damage to Grantor's other property or any Improvements located thereon, in the exercise of the easement rights granted herein, Grantee, at Grantee's sole cost and expense, agrees to commence and diligently pursue the restoration of the same and the Improvements so damaged to as nearly as practical to the original condition and grade within thirty (30) days after receiving written notice of the occurrence of any such damage, and Grantee shall allow no lien to attach to the Easement Areas or any Improvements located on said property or Grantor's other property arising out of work performed by, for, or on behalf of Grantee.

(b) In the event that Grantor, its respective employees, agents or contractors, cause damage to the Improvements located within the Easement Areas, Grantor, at Grantor's sole cost and expense, agrees to commence and diligently pursue the restoration of the Improvements so damaged to as nearly as practical to the original condition, within thirty (30) days after receiving written notice of the occurrence of any such damage, and Grantor shall allow no lien to attach to the Easement Area or any Improvements located thereon arising out of work performed by, for, or on behalf of Grantor.

4. INCONSISTENT USE. Grantor agrees and covenants that it shall not grant or exercise any rights in the Easement Areas inconsistent with, or which interfere with, the rights herein accorded to the Grantee.

5. 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 actual damages, injunctive relief and/or specific performance.

6. ENFORCEMENT. In the event that any party seeks to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution or appellate proceedings.

7. NOTICES. Any notice, demand, consent, authorization, request, approval or other communication that any party is required, or may desire, to give to or make upon the other party pursuant to this Agreement shall be effective and valid only if in writing, signed by the party giving notice and delivered personally to the other parties or sent by express 24-hour guaranteed courier or delivery service or by certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other party at the address set forth above. Notice shall be deemed given when received, except that if delivery is not accepted, notice shall be deemed given on the date of such non-acceptance. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day shall be deemed received on the next business day. If any time for giving notice would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for Grantor may deliver Notice on behalf of the District and Grantor.

8. THIRD PARTIES. This Agreement is solely for the benefit of the formal parties hereto, and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement, expressed or implied, is intended or shall be

construed to confer upon any person or corporation other than the parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions hereof. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party.

9. ASSIGNMENT. Neither party may assign, transfer or license all or any portion of its rights under this Agreement without the prior written consent of the other party. Any assignments attempted to be made by any party without the prior written approval of the other party are void.

10. CONTROLLING LAW. This Agreement shall be construed, interpreted and controlled according to the laws of the State of Florida.

11. PUBLIC RECORDS. Grantor understands and agrees that all documents of any kind provided to the District or to District Staff in connection with this Agreement are public records and are to be treated as such in accordance with Florida law.

12. 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.

13. BINDING EFFECT. This Agreement and all of the provisions of this Agreement shall inure to the benefit of and be binding upon the parties set forth herein and their respective successors and permitted assigns, and the agents, employees, invitees, tenants, subtenants, licensees, lessees, mortgagees in possession and independent contractors thereof, as a covenant running with and binding upon the Easement Areas.

14. AUTHORIZATION. By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Agreement, and that each party has complied with all the requirements of law and has full power and authority to comply with the terms and provisions of this instrument.

15. 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.

16. 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.

17. COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute 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]

IN WITNESS WHEREOF, the parties have caused this Easement Agreement to be executed by their duly authorized officers effective as of the day and year first above written.

WITNESSES

AVIARY DEVELOPMENT GROUP, INC.

By: *Aria M Houston*
Name: Aria M Houston
Address: 35100 SR 64 E
Myakka City FL 34251

By: *John Falkner*
Name: John Falkner
Title: President

By: *Stephen J. Cerven*
Name: Stephen J. Cerven
Address: 35000 State Rd. 64 E
Myakka City, FL 34251

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 8th day of April, 2024, by John Falkner as President of Aviary Development Group, Inc., on behalf of the corporation, who is personally known to me or has produced N/A as identification.



(NOTARY SEAL)

PATRICIA JONES WILSON
Notary Public
State of Florida
Comm# HH187418
Expires 1/29/2026

Patricia Jones Wilson
NOTARY PUBLIC, STATE OF FLORIDA

Name: Patricia Jones Wilson
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

IN WITNESS WHEREOF, the parties have caused this Easement Agreement to be executed by their duly authorized officers effective as of the day and year first above written.

WITNESSES

ROWE VENTURES, LLC


By: [Signature]
Name: Anna M Houston
Address: 35100 S Palmyra
Myrtle City, FL 34251

By: [Signature]
Name: John Falkner
Title: Managing Member

By: [Signature]
Name: Stephen J. Cerven
Address: 35100 State Rd. 64
Myrtle City, FL 34251

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 8th day of April, 2024, by John Falkner as President of Aviary Development Group, Inc., on behalf of the company, who is personally known to me or has produced n/a as identification.

(NOTARY SEAL)  PATRICIA JONES WILSON
Notary Public
State of Florida
Comm# HH187418
Expires 1/29/2026

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA
Name: Patricia Jones Wilson
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

IN WITNESS WHEREOF, the party below has caused this Easement Agreement to be executed by their duly authorized officers effective as of the day and year first above written.

WITNESSES

By: [Signature]
Name: Ava M Houston
Address: 35100 SR 64E
Myakka City FL 34251

By: [Signature]
Name: Yessenia Flores
Address: 35100 SR 64E
Myakka City FL 34251

AVIARY AT RUTLAND RANCH COMMUNITY
DEVELOPMENT DISTRICT

By: [Signature]
Name: Stephen J. Cerven
Title: Chairperson

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 8th day of April, 2024, by Stephen J. Cerven as Chairperson of the Aviary at Rutland Ranch Community Development District, who is personally known to me or has produced N/A as identification.



(NOTARY SEAL)

PATRICIA JONES WILSON
Notary Public
State of Florida
Comm# HH187418
Expires 1/29/2026

Patricia Jones Wilson
NOTARY PUBLIC, STATE OF FLORIDA

Name: Patricia Jones Wilson
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

AVIARY AT RUTLAND RANCH
COMMUNITY DEVELOPMENT DISTRICT

10

RESOLUTION 2024-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVIARY AT RUTLAND RANCH COMMUNITY DEVELOPMENT DISTRICT DIRECTING THE CHAIRMAN AND DISTRICT STAFF TO REQUEST THE PASSAGE OF AN ORDINANCE BY THE COUNTY COMMISSION OF MANATEE COUNTY, FLORIDA, AMENDING THE DISTRICT'S BOUNDARIES, AND AUTHORIZING SUCH OTHER ACTIONS AS ARE NECESSARY IN FURTHERANCE OF THAT PROCESS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Aviary at Rutland Ranch Community Development District ("**District**") is a 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**"); and

WHEREAS, pursuant to the Uniform Act, the District is authorized to construct, acquire, and maintain infrastructure improvements and services; and

WHEREAS, the District desires to amend its boundaries to be consistent with the legal description set forth in **Exhibit A** ("**Boundary Amendment**"); and

WHEREAS, the Boundary Amendment is in the best interest of the District, and the area of land within the amended boundaries of the District will continue to be of sufficient size, sufficiently compact, and sufficiently contiguous to be developable as one functionally related community; and

WHEREAS, the Boundary Amendment of the District's boundaries will allow the District to continue to be the best alternative available for delivering community development services and facilities to the lands within the District, as amended; and

WHEREAS, Boundary Amendment is not inconsistent with either the State or local comprehensive plan and will not be incompatible with the capacity and uses of existing local and regional community development services and facilities; and

WHEREAS, the area of land that will lie in the amended boundaries of the District will continue to be amenable to separate special district government; and

WHEREAS, in order to seek a Boundary Amendment ordinance pursuant to Chapter 190, *Florida Statutes*, the District desires to authorize District staff, including but not limited to legal, engineering, and managerial staff, to provide such services as are necessary throughout the pendency of the process; and

WHEREAS, the retention of any necessary consultants and the work to be performed by District staff may require the expenditure of certain fees, costs, and other expenses by the District as authorized by the District's Board of Supervisors ("**Board**"); and

WHEREAS, the Developer has agreed to provide sufficient funds to the District to reimburse the District for any expenditures including, but not limited to, legal, engineering and other consultant fees, filing fees, administrative, and other expenses, if any; and

WHEREAS, the District hereby desires to request a Boundary Amendment in accordance with Chapter 190, *Florida Statutes*, by taking such actions as are necessary in furtherance of the same.

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

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

2. AUTHORIZATION FOR BOUNDARY AMENDMENT. Pursuant to Chapter 190, *Florida Statutes*, the Board hereby authorizes the Chairman and District Staff to proceed in an expeditious manner with the preparation and filing of any documentation necessary to seek the amendment of the District's boundaries as described in **Exhibit A**. The Board further authorizes the prosecution of the procedural requirements detailed in Chapter 190, *Florida Statutes*, for the Boundary Amendment.

3. AUTHORIZATION FOR AGENT. The Board hereby authorizes the District Chairman, District Manager and District Counsel to act as agents of the District with regard to any and all matters pertaining to the petition to amend the boundaries of the District. District Staff, in consultation with the District Chairman, is further authorized to revise **Exhibit A** in order to address any further boundary adjustments as may be identified by the District Engineer. The District Manager shall ensure that the final versions of **Exhibit A** as confirmed by the Chairman are attached hereto.

4. EFFECTIVE DATE. This Resolution shall become effective upon its passage.

[CONTINUED ON NEXT PAGE]

PASSED AND ADOPTED this 12th day of June, 2024.

ATTEST:

**AVIARY AT RUTLAND RANCH COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Legal Description of District Boundaries, as Amended

AVIARY AT RUTLAND RANCH
COMMUNITY DEVELOPMENT DISTRICT

10A

BOUNDARY AMENDMENT FUNDING AGREEMENT

This Agreement is made and entered into this ____ day of _____, 2024, by and between:

Aviary at Rutland Ranch Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and whose mailing address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District**"); and

_____, a _____, and whose address is _____ ("**Landowner**").

RECITALS

WHEREAS, the District was established pursuant to Chapter 190, *Florida Statutes* ("**Act**") for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure ("**Ordinance**"); and

WHEREAS, pursuant to the Act, the District is authorized to construct, acquire, and maintain infrastructure improvements and services; and

WHEREAS, pursuant to Resolution 2024-____ the District has authorized a "**Boundary Amendment**" to amend the District's boundaries, and, in consideration, the Landowner has agreed to fund all managerial, engineering, legal and other fees and costs that the District incurs in connection with the Boundary Amendment ("**Amendment Expenses**"); and

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:

1. **PROVISION OF FUNDS.** The Landowner agrees to make available to the District such monies as are necessary to fund the Amendment Expenses and enable the District to effect the Boundary Amendment. The Landowner will make such funds available on a monthly basis, within thirty (30) days of a written request by the District. The District Manager shall require consultants to provide invoices for the Amendment Expenses separate from other services provided to the District.

2. **DISTRICT USE OF FUNDS.** The District agrees to use the Amendment Expenses solely for the Boundary Amendment. The District agrees to use its good faith best efforts to proceed in an expeditious manner to effect the Boundary Amendment. The District shall not have any obligation to reimburse or repay the Landowner for funds made available to the District under this Agreement.

3. **DEFAULT.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages (but not consequential, special or punitive damages), injunctive relief and/or specific performance.

4. **ENFORCEMENT OF AGREEMENT.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' and paralegals' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

5. **AGREEMENT.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

6. **AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing that is executed by both of the parties hereto.

7. **AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties to this Agreement, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

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

9. **THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the formal parties to this Agreement 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 to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties to this Agreement 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 contained in this Agreement shall inure to the sole benefit of and shall be binding upon the parties to this Agreement and their respective representatives, successors, and assigns.

10. **ASSIGNMENT.** Neither party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other party.

11. **CONTROLLING LAW.** This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida.

12. **TERMINATION.** Either party may terminate this Agreement upon a breach by the other party, notice of which breach shall be provided to all parties at the addresses noted above, and only after the breaching party is provided fifteen (15) calendar day's period to cure said breach.

13. **PUBLIC RECORDS.** Landowner understands and agrees that all documents of any kind provided to the District or to District Staff in connection with the work contemplated under this Agreement may be public records and will be treated as such in accord with Florida law.

14. **ARM'S LENGTH TRANSACTION.** 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 doubtful language will not be interpreted or construed against any party.

15. **SOVEREIGN IMMUNITY.** Landowner agrees that nothing in this Agreement shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, or other statutes or law.

16. **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.

17. **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.

18. **EFFECTIVE DATE.** The Agreement shall be effective after execution by both parties to this Agreement and shall remain in effect unless terminated by either of the parties.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties execute this Agreement the day and year first written above.

**AVIARY AT RUTLAND RANCH COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Its: _____

By: _____
Its: _____

AVIARY AT RUTLAND RANCH
COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED
FINANCIAL
STATEMENTS

**AVIARY AT RUTLAND RANCH
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
APRIL 30, 2024**

**AVIARY AT RUTLAND RANCH
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
APRIL 30, 2024**

	Major Funds			Total
	General	Debt Service Series 2019	Debt Service Series 2021	Governmental Funds
ASSETS				
Cash - BankUnited	\$ 204,225	\$ -	\$ -	\$ 204,225
Investments				
Revenue	-	254,365	246,851	501,216
Reserve	-	117,659	117,680	235,339
Due from other funds				
General	-	826	826	1,652
Deposits	2,500	-	-	2,500
Assessments receivable	-	1,663	682	2,345
Total assets	<u>\$ 206,725</u>	<u>\$ 374,513</u>	<u>\$ 366,039</u>	<u>\$ 947,277</u>
LIABILITIES				
Liabilities				
Due to other funds				
Debt service 2019	\$ 826	\$ -	\$ -	\$ 826
Debt service 2021	826	-	-	826
Total liabilities	<u>1,652</u>	<u>-</u>	<u>-</u>	<u>1,652</u>
DEFERRED INFLOWS OF RESOURCES				
Deferred receipts	-	1,663	682	2,345
Total deferred inflows of resources	<u>-</u>	<u>1,663</u>	<u>682</u>	<u>2,345</u>
Fund balances				
Restricted for:				
Debt service	-	372,850	365,357	738,207
Unassigned	205,073	-	-	205,073
Total fund balances	<u>205,073</u>	<u>372,850</u>	<u>365,357</u>	<u>943,280</u>
 Total liabilities, deferred inflows of resources and fund balances	 <u>\$ 206,725</u>	 <u>\$ 374,513</u>	 <u>\$ 366,039</u>	 <u>\$ 947,277</u>

**AVIARY AT RUTLAND RANCH
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED APRIL 30, 2024**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll	\$ 400	\$ 113,733	\$ 114,054	100%
Interest & miscellaneous	19	181	-	N/A
Total revenues	<u>419</u>	<u>113,914</u>	<u>114,054</u>	100%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording	4,000	28,000	48,000	58%
Legal	315	2,101	20,000	11%
Engineering	-	-	7,500	0%
Audit	-	-	6,000	0%
Arbitrage rebate calculation	-	-	1,000	0%
Debt service accounting - series 2019	-	-	2,500	0%
Debt service accounting - series 2021	208	1,458	2,500	58%
Dissemination agent	167	1,167	2,000	58%
Trustee				
Series 2019	-	-	4,250	0%
Series 2021	4,148	4,148	4,250	98%
Telephone	16	116	200	58%
Postage & reproduction	-	22	500	4%
Printing & binding	42	292	500	58%
Legal advertising	-	68	1,700	4%
Annual district filing fee	-	175	175	100%
Insurance	-	8,202	8,000	103%
ADA website compliance	-	-	210	0%
Website	-	185	705	26%
Contingencies	-	-	500	0%
Tax collector	10	3,405	3,564	96%
Total professional & administrative	<u>8,906</u>	<u>49,339</u>	<u>114,054</u>	43%
Total expenditures	<u>8,906</u>	<u>49,339</u>	<u>114,054</u>	43%
Excess/(deficiency) of revenues over/(under) expenditures	(8,487)	64,575	-	
Fund balance - beginning	<u>213,560</u>	<u>140,498</u>	<u>122,708</u>	
Fund balance - ending	<u>\$205,073</u>	<u>\$ 205,073</u>	<u>\$ 122,708</u>	

**AVIARY AT RUTLAND RANCH
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2019
FOR THE PERIOD ENDED APRIL 30, 2024**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Special assessments - on roll	\$ 848	\$ 240,990	\$ 241,610	100%
Interest	1,498	6,315	-	N/A
Total revenues	<u>2,346</u>	<u>247,305</u>	<u>241,610</u>	102%
EXPENDITURES				
Interest	-	79,184	158,369	50%
Total expenditures	<u>-</u>	<u>79,184</u>	<u>233,369</u>	34%
Other fees and charges				
Property appraiser & tax collector	22	7,216	7,550	96%
Total other fees and charges	<u>22</u>	<u>7,216</u>	<u>7,550</u>	96%
Total expenditures	<u>22</u>	<u>86,400</u>	<u>240,919</u>	36%
Excess/(deficiency) of revenues over/(under) expenditures	2,324	160,905	691	
Net change in fund balance	2,324	160,905	691	
Fund balance - beginning	370,526	211,945	216,866	
Fund balance - ending	<u>\$ 372,850</u>	<u>\$ 372,850</u>	<u>\$ 217,557</u>	

**AVIARY AT RUTLAND RANCH
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2021
FOR THE PERIOD ENDED APRIL 30, 2024**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Special assessments - on roll	\$ 848	\$ 241,050	\$ 241,652	100%
Interest	1,466	6,938	-	N/A
Total revenues	<u>2,314</u>	<u>247,988</u>	<u>241,652</u>	103%
EXPENDITURES				
Principal	-	90,000	90,000	100%
Interest	-	72,594	144,085	50%
Total expenditures	<u>-</u>	<u>162,594</u>	<u>234,085</u>	69%
Other fees and charges				
Property appraiser & tax collector	21	7,217	7,552	96%
Total other fees and charges	<u>21</u>	<u>7,217</u>	<u>7,552</u>	96%
Total expenditures	<u>21</u>	<u>169,811</u>	<u>241,637</u>	70%
Excess/(deficiency) of revenues over/(under) expenditures	2,293	78,177	15	
Net change in fund balance	2,293	78,177	15	
Fund balance - beginning	363,064	287,180	284,289	
Fund balance - ending	<u>\$ 365,357</u>	<u>\$ 365,357</u>	<u>\$ 284,304</u>	

AVIARY AT RUTLAND RANCH
COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT

**MINUTES OF MEETING
AVIARY AT RUTLAND RANCH
COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Aviary at Rutland Ranch Community Development District held a Regular Meeting on November 9, 2023 at 5:00 p.m., or as soon thereafter as the matter could be heard, at 6102 162nd Avenue E, Parrish, Florida 34219.

Present at the meeting were:

Stephen (Steve) Cerven	Chair
A. John Falkner	Vice Chair
Scott Falkner	Assistant Secretary
Roy Cohn (via telephone)	Assistant Secretary
Roger Aman	Assistant Secretary (appointed at meeting)

Also present:

Cindy Cerbone	District Manager
Jere Earlywine (via telephone)	District Counsel

**AS AUDIO WAS NOT AVAILABLE, THE MINUTES
WERE TRANSCRIBED FROM THE DISTRICT MANAGER'S NOTES**

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Cerbone called the meeting to order at 6:20 p.m.

Supervisors Steve Cerven, A. John Falkner and Scott Falkner were present. Supervisor Roy Cohn attended via telephone. Supervisor Jeff Cerven was not present.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

**Acceptance of Resignation of Jeff Cerven
[Seat 4]; Term Expires November 2024**

On MOTION by Mr. Cerven and seconded by Mr. Scott Falkner, with all in favor, the resignation of Mr. Jeff Cerven, was accepted.

FOURTH ORDER OF BUSINESS

Consider Appointment of Roger Aman to Fill Unexpired Term of Seat 4

Mr. Cerven nominated Mr. Roger Aman to fill Seat 4. No other nominations were made.

On MOTION by Mr. Cerven and seconded by Mr. A. John Falkner, with all in favor, the appointment of Mr. Roger Aman to Seat 4, was approved.

- **Administration of Oath of Office to Appointed Supervisor (the following will be provided in a separate package)**

Ms. Cerbone, a Notary of the State of Florida and duly authorized, administered the Oath of Office to Mr. Roger Aman. She reviewed the following:

- A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees**
- B. Membership, Obligations and Responsibilities**
- C. Financial Disclosure Forms**
 - I. Form 1: Statement of Financial Interests**
 - II. Form 1X: Amendment to Form 1, Statement of Financial Interests**
 - III. Form 1F: Final Statement of Financial Interests**
- D. Form 8B – Memorandum of Voting Conflict**

Mr. Cerven and Mr. Earlywine discussed and agreed on certain language to incorporate into the Form 8B that Mr. Aman will execute.

FIFTH ORDER OF BUSINESS

Consideration of Resolution 2024-01, Appointing and Removing Officers of the District and Providing for an Effective Date

Mr. Cerven nominated the following slate:

Stephen "Steve" Cerven	Chair
A. John Falkner	Vice Chair

74 Roy Cohn Assistant Secretary
75 Scott Falkner Assistant Secretary
76 Roger Aman Assistant Secretary

77 No other nominations were made.

78 Prior appointments by the Board for Secretary, Treasurer, Assistant Treasurer and
79 Assistant Secretary Cindy Cerbone remain unaffected by this Resolution.

80

81 **On MOTION by Mr. Cerven and seconded by Mr. Scott Falkner with all in favor,**
82 **Resolution 2024-01, Appointing and Removing Officers of the District, as**
83 **nominated, and Providing for an Effective Date, was adopted.**

84

85

86 **SIXTH ORDER OF BUSINESS** **Acceptance of Unaudited Financial**
87 **Statements as of September 30, 2023**

88

89 **On MOTION by Mr. Cerven and seconded by Mr. A. John Falkner, with all in**
90 **favor, the Unaudited Financial Statements as of September 30, 2023, were**
91 **accepted.**

92

93

94 **SEVENTH ORDER OF BUSINESS** **Approval of September 27, 2023 Public**
95 **Hearing and Regular Meeting Minutes**

96

97 **On MOTION by Mr. Scott Faulkner and seconded by Mr. Cerven, with all in**
98 **favor, the September 27, 2023 Public Hearing and Regular Meeting Minutes, as**
99 **presented, were approved.**

100

101

102 **EIGHTH ORDER OF BUSINESS** **Staff Reports**

103

104 **A. District Counsel: Kutak Rock LLP**

105 **B. District Engineer: ZNS Engineering, L.C.**

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

107 There were no reports.

108 • **NEXT MEETING DATE: November 15, 2023 at 5:00 PM**

109 ○ **QUORUM CHECK**

110 The November meeting will be cancelled and the December meeting will likely be
111 cancelled.

112

113 **NINTH ORDER OF BUSINESS**

Public Comments

114

115 No members of the public spoke.

116

117

118 **TENTH ORDER OF BUSINESS**

Board Members' Comments/Requests

119

120 There were no Board Members' comments or requests.

121

122 **ELEVENTH ORDER OF BUSINESS**

Adjournment

123

124

125 On MOTION by Mr. Cerven and seconded by Mr. Aman, with all in favor, the
126 meeting adjourned at 6:24 p.m.

127

128

129

130

131

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

132

133

134

135

136

137 _____
Secretary/Assistant Secretary

Chair/Vice Chair

AVIARY AT RUTLAND RANCH
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS



JAMES SATCHER
MANATEE COUNTY SUPERVISOR OF ELECTIONS

600 301 Boulevard West, Suite 108, Bradenton, FL 34205-7946
PO Box 1000, Bradenton, FL 34206-1000

Phone 941-741-3823 • Fax 941-741-3820
Info@VoteManatee.gov • VoteManatee.gov

April 19, 2024

Aviary at Rutland Ranch Community Development District
Wrathell, Hunt and Associates, LLC
Attn: Daphne Gillyard
2300 Glades Rd, Suite 410W
Boca Raton, FL 33431

Dear Ms. Gillyard:

We are in receipt of your request for the number of registered voters in the Aviary at Rutland Ranch Community Development District of April 15, 2024. According to our records, there were 507 persons registered in the Aviary at Rutland Ranch Community Development District as of that date.

I hope this information is helpful to you. If I can be of any further assistance to you, please do not hesitate to contact my office at your earliest convenience.

Sincerely,

James Satcher
Supervisor of Elections

JS/sas

AVIARY AT RUTLAND RANCH COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2023/2024 MEETING SCHEDULE		
LOCATION 6102 162nd Avenue E, Parrish, Florida 34219		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 18, 2023 CANCELED	Regular Meeting	5:00 PM
November 9, 2023	Regular Meeting	5:00 PM
November 15, 2023 CANCELED	Regular Meeting	5:00 PM
December 20, 2023 CANCELED	Regular Meeting	5:00 PM
January 17, 2024 CANCELED	Regular Meeting	5:00 PM
February 21, 2024 CANCELED	Regular Meeting	5:00 PM
March 20, 2024 CANCELED	Regular Meeting	5:00 PM
April 17, 2024 CANCELED	Regular Meeting	5:00 PM
May 15, 2024 <i>rescheduled to June 12, 2024</i>	Regular Meeting	5:00 PM
June 12, 2024	Regular Meeting	6:00 PM**
June 19, 2024*	Regular Meeting	5:00 PM
July 17, 2024	Regular Meeting	5:00 PM
August 21, 2024	Regular Meeting	5:00 PM
September 18, 2024	Regular Meeting	5:00 PM

Exceptions/Notes

*June 19, 2024 is Juneteenth holiday

**June 12, 2024 meeting will commence after adjournment of Northlake Stewardship District Meeting