

PACIFIC ACE

COMMUNITY DEVELOPMENT DISTRICT

January 24, 2024

BOARD OF SUPERVISORS

REGULAR MEETING AGENDA

PACIFIC ACE
COMMUNITY DEVELOPMENT DISTRICT

AGENDA
LETTER

Pacific Ace 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

January 17, 2024

Board of Supervisors
Pacific Ace Community Development District

Dear Board Members:

The Board of Supervisors of the Pacific Ace Community Development District will hold a Regular Meeting on January 24, 2024 at 2:00 p.m., at the Hampton Inn & Suites by Hilton, 2200 E Hwy 50, Clermont, Florida 34711. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Administration of Oath of Office to Supervisor Paul Thomas [Seat 5]
4. Consideration of Resolution 2024-01, Appointing and Removing Officers of the District, and Providing for an Effective Date
5. Consider Termination of Cobb Cole
6. Consider Engagement of Kilinski | Van Wyk
7. Consideration of Poop Bandit, LLC Quote and General Service Agreement
8. Consideration of Resolution 2024-02 Designating a Date, Time and Location for a Landowners' Meeting; Providing for Publication; Providing for an Effective Date
9. Consideration of Signage Plus Proposal for Snakes and Alligator Signs
10. Consideration of Addendum to Landscape Maintenance Agreement
11. Consideration of Recovered Energy Technologies (USA) Solar Lighting as a Service Agreement A
12. Consideration of Fiscal Year 2023/2024 Budget Funding Agreement
13. Update: Required Ethics Training

ATTENDEES:

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

14. Ratification Items

- A. Aquatic Weed Control, Inc. First Amendment to Waterway Maintenance Agreement
- B. Restated Roadway Connection Agreement
- C. Quit Claim Deed

15. Acceptance of Unaudited Financial Statements as of December 31, 2023

16. Approval of June 28, 2023 Public Hearings and Regular Meeting Minutes

17. Staff Reports

- A. District Counsel:
- B. District Engineer: *Heidt Design, LLC*
- C. District Manager: *Wrathell, Hunt and Associates, LLC*
 - NEXT MEETING DATE: February 28, 2024 at 2:00 PM

○ QUORUM CHECK

| | | | | |
|--------|----------------|------------------------------------|--------------------------------|-----------------------------|
| SEAT 1 | STEPHEN MCCONN | <input type="checkbox"/> IN PERSON | <input type="checkbox"/> PHONE | <input type="checkbox"/> NO |
| SEAT 2 | CHAD HARVEY | <input type="checkbox"/> IN PERSON | <input type="checkbox"/> PHONE | <input type="checkbox"/> NO |
| SEAT 3 | BILL CRAWFORD | <input type="checkbox"/> IN PERSON | <input type="checkbox"/> PHONE | <input type="checkbox"/> NO |
| SEAT 4 | CASEY DARE | <input type="checkbox"/> IN PERSON | <input type="checkbox"/> PHONE | <input type="checkbox"/> NO |
| SEAT 5 | PAUL THOMAS | <input type="checkbox"/> IN PERSON | <input type="checkbox"/> PHONE | <input type="checkbox"/> NO |

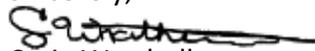
18. Board Members' Comments/Requests

19. Public Comments

20. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (561) 719-8675 or Kristen Suit at (410) 207-1802.

Sincerely,



Craig Wrathell
 District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE
CALL-IN NUMBER: 1-888-354-0094
PARTICIPANT PASSCODE: 943 865 3730

PACIFIC ACE

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2024-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE PACIFIC ACE COMMUNITY DEVELOPMENT DISTRICT APPOINTING AND REMOVING OFFICERS OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the District’s Board of Supervisors desires to appoint and remove Officers of the District.

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

SECTION 1. The following is/are appointed as Officer(s) of the District effective January 24, 2024:

- _____ is appointed Chair
- _____ is appointed Vice Chair
- _____ is appointed Assistant Secretary
- _____ is appointed Assistant Secretary
- _____ is appointed Assistant Secretary

SECTION 2. The following Officer(s) shall be removed as Officer(s) as of January 24, 2024:

- | | |
|---------------------|---------------------------|
| _____ Fred Wyborski | _____ Assistant Secretary |
| _____ | _____ |
| _____ | _____ |

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

Craig Wrathell is Secretary

Kristen Suit is Assistant Secretary

Craig Wrathell is Treasurer

Jeff Pinder is Assistant Treasurer

PASSED AND ADOPTED THIS 24TH DAY OF JANUARY, 2024.

ATTEST:

**PACIFIC ACE COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

PACIFIC ACE

COMMUNITY DEVELOPMENT DISTRICT

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KILINSKI | VAN WYK

517 E. College Avenue Tallahassee, Florida 32301

**KILINSKI | VAN WYK PLLC
FEE AGREEMENT
PACIFIC ACE CDD**

I. PARTIES

THIS AGREEMENT (“Agreement”) is made and entered into by and between the following parties:

A. Pacific Ace Community Development District (“Client”)
c/o Wrathell Hunt & Associates
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

and

B. Kilinski | Van Wyk PLLC (“Kilinski | Van Wyk”)
517 E. College Avenue
Tallahassee, Florida 32301

II. SCOPE OF SERVICES

In consideration of the mutual agreements contained herein, the parties agree as follows:

- A. The Client agrees to employ and retain Kilinski | Van Wyk as its general legal counsel.
- B. Kilinski | Van Wyk accepts such employment and agrees to serve as attorney for and provide legal representation to the Client regarding those matters referenced above.

III. FEES

The Client agrees to compensate Kilinski | Van Wyk for services rendered regarding any matters covered by this Agreement according to the hourly billing rates for individual Kilinski | Van Wyk lawyers set forth herein, plus actual expenses incurred by Kilinski | Van Wyk in accordance with the attached standard Expense Reimbursement Policy (**Attachment A**, incorporated herein by reference). For Calendar Year 2024, the discounted hourly rates will be \$335 - \$365 per hour for partners, \$300-\$325 for of counsel lawyers, \$265-\$285 per hour for associates, and \$190 per hour for paralegals. All hourly rates may be increased annually by \$5 per hour.

The Client agrees to pay Kilinski | Van Wyk monthly billings for fees and expenses incurred within thirty (30) days following receipt of a statement from Kilinski | Van Wyk. Kilinski | Van Wyk shall not be obligated to perform further legal services under this Fee Agreement if any such billing statement remains unpaid longer than thirty (30) days after submittal to and receipt by Client. Non-payment of billing

statements shall be a basis for Kilinski | Van Wyk to immediately withdraw from the representation without regard to remaining actions necessitating attention by Kilinski | Van Wyk as part of the representation.

IV. CLIENT FILES

The files and work product materials ("Client File") of the Client generated or received by Kilinski | Van Wyk will be maintained by Kilinski | Van Wyk in accordance with Florida Bar rules. At the conclusion of the representation, the Client File will be stored by Kilinski | Van Wyk for a minimum of five (5) years. After the five (5) year storage period, the Client hereby acknowledges and consents that Kilinski | Van Wyk may confidentially destroy or shred the Client File, unless Kilinski | Van Wyk is provided a written request from the Client requesting return of the Client File, to which Kilinski | Van Wyk will return the Client File at Client's expense.

V. DEFAULT

In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include costs that are taxable under any applicable statute, rule, or guideline, as well as non-taxable costs, including, but not limited to, costs of investigation, telephone charges, mailing and delivery charges, information technology support charges, consultant and expert witness fees, travel expenses, court reporter fees, and mediator fees, regardless of whether such costs are otherwise taxable. Venue of any such action shall be exclusive in the state courts of the Second Judicial Circuit in and for Leon County, Florida.

VI. CONFLICTS

It is important to disclose that Kilinski | Van Wyk represents a number of special districts, builders, developers, and other entities throughout Florida relating to community development districts and other special districts. In the course of Kilinski | Van Wyk's representation of Client, Kilinski | Van Wyk may be asked to represent Client on transactions between Client and the developer and/or builders involved in the Client's project, when at the same time Kilinski | Van Wyk may be representing such developer and/or builders on matters unrelated to Client. By accepting this Agreement, Client agrees that (1) Client was provided with an explanation of the implications of the common representation(s) and the advantages and risks involved; (2) Kilinski | Van Wyk will be able to provide competent and diligent representation of Client, regardless of Kilinski | Van Wyk's other representations; and, (3) there is not a substantial risk that Kilinski | Van Wyk's representation of Client would be materially limited by Kilinski | Van Wyk's responsibilities to another client, a former client or a third person or by a personal interest. Acceptance of this fee proposal will constitute your waiver of any "conflict" with Kilinski | Van Wyk's representation of various special districts, builders, developers, and other entities relating to community development districts and other special districts in Florida.

VII. TERMINATION

Either party may terminate this Agreement upon providing prior written notice to the other party at its regular place of business. All fees due and payable in accordance with this Agreement shall accrue and become payable pursuant to the terms of this Agreement through the date of termination.

VIII. EXECUTION OF AGREEMENT

This Agreement shall be deemed fully executed upon its signing by Kilinski | Van Wyk and the Client. The contract formed between Kilinski | Van Wyk and the Client shall be the operational contract between the parties.

IX. ENTIRE CONTRACT

This Agreement constitutes the entire agreement between the parties.

Accepted and agreed to by:

PACIFIC ACE CDD

KILINSKI | VAN WYK, PLLC

Jennifer Kilinski

By: _____

By: Jennifer Kilinski

Its: _____

Its: Authorized Member

Date: _____

Date: January 24, 2004

ATTACHMENT A

KILINSKI | VAN WYK, PLLC EXPENSE REIMBURSEMENT POLICY

The following is the expense reimbursement policy for the Agreement. All expenses are billed monthly. Billings ordinarily reflect expenses for the most recent month, except where there are delays in receiving bills from third party vendors.

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

Facsimile. There are no charges for faxes.

Postage. Postage is billed at actual cost.

Overnight Delivery. Overnight delivery is billed at actual cost.

Travel. Travel (including airfare, rental cars, taxicabs, hotel, meals, tips, etc.) is billed at actual cost. Where air travel is required, coach class is used wherever feasible.

Other Expenses. Other outside expenses, such as court reporters, agency copies, large print projects, etc. are billed at actual cost.

Word Processing and Secretarial Overtime. No charge is made for word processing. No charge is made for secretarial overtime except in major litigation matters where unusual overtime demands are imposed.

PACIFIC ACE

COMMUNITY DEVELOPMENT DISTRICT

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From: Oscar Trujillo <
Sent: Wednesday, December 13, 2023 3:08 PM To: Kristen Suit

Cc: Jorge Miranda
Subject: Pacific Ace CDD-Additional Pet Waste Station - Poop Bandit -Quote

Please review the attached.

Pet Waste Station location # 2 & 3 should be considered due to the amount of pet waste being deposited & collected at existing locations # 1 & 4.

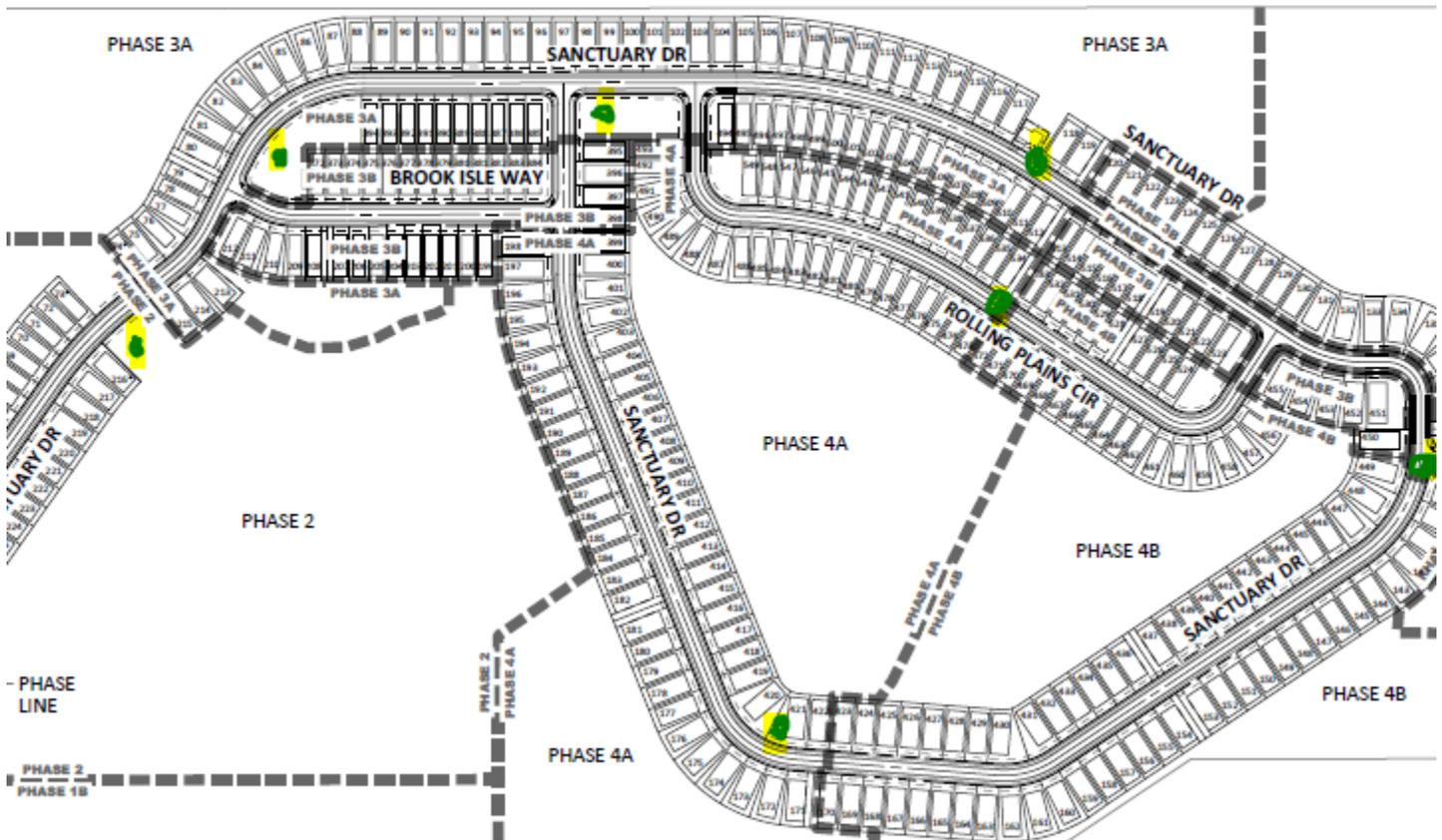
Pet Waste Station location # 8 is a must as those two green areas have plenty of pet land mines and no pet station nearby.

See attached quote and amended contract for review & consideration by BOD.

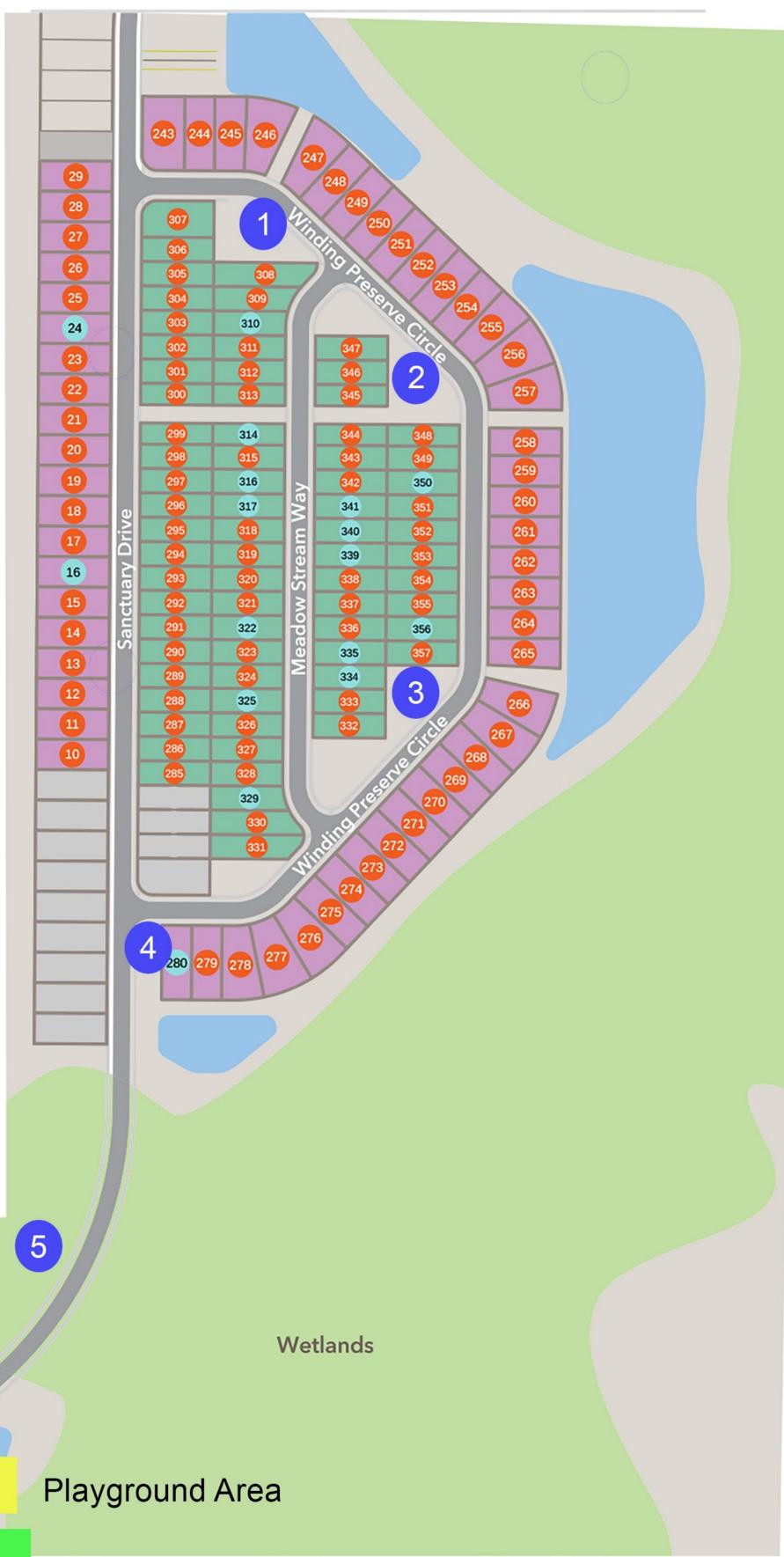
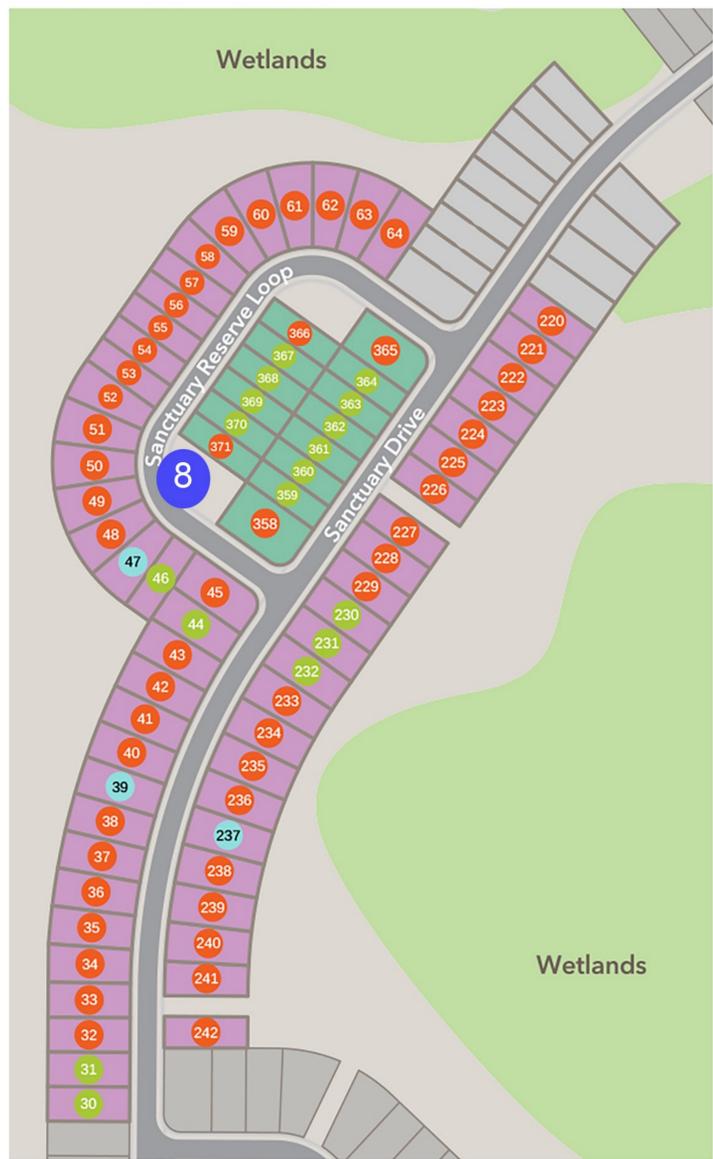
Location 5, & 6, & are for when the amenity area is complete.

Food for thought and future budayet/plannina:

PROPERTY BOUNDARY



This CDD can easily call for approx. 12 to 14 Pet Stations total.



-  Pet Station
-  Trash Can
-  Park Bench

#2, 3, & 8 are proposed new pet station locations Nov. 2023

#1, 4, & 7 are existing pet stations

#5 & 6 along with the trash can and park bench are for future considerations





QUOTE

16227 Wind View Lane
 Winter Garden, FL 34787
 (407) 604-1008
 mike@poopbandit.com

DATE Nov. 15th, 2023

SOLD TO
 Pacific Ace CDD
 2300 Glades Road,
 Suite 410W
 Boca Raton, FL 33431

| PAYMENT METHOD | P.O. NUMBER | JOB |
|----------------------------|-------------|--------------------|
| Pre-paid check/credit card | | Pet Waste Stations |

| QTY | ITEM | DESCRIPTION | UNIT PRICE | DISC. | LINE TOTAL |
|-----|------|--|------------|-------|-------------|
| 3 | | Pet Waste Stations-Purchase, Assembly, & Installation | \$ 480.00 | | \$ 1,440.00 |
| | | Locations on map: 2, 3, & 8 | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | All pricing and stock subject to availability | | | |
| | | Pricing may change at anytime due to supply chain issues | | | |
| | | | | | |

| | |
|-----------------------|-------------|
| TOTAL DISCOUNT | |
| SUBTOTAL | \$ 1,440.00 |
| SALES TAX | |
| TOTAL | \$ 1,440.00 |

THANK YOU FOR YOUR BUSINESS!



GENERAL SERVICE AGREEMENT

This Service Agreement (the "Agreement") is made and entered into as of January 1st, 2024, by and between **Pacific Ace CDD**, ("the Company") and, Poop Bandit LLC located at 16227 Wind View Ln., Winter Garden, FL 34787, (the "Service Provider"). This agreement is for 12 months of service outlined herein:

WHEREAS, Service Provider independently engages in the business of dog waste station trash removal, and thus providing weekly services.

WHEREAS, the Company desires to hire the Service Provider to perform those services as described herein, and as such, the Service Provider does herein desire to provide such services in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual promises established and set forth herein, the Company and Service Provider hereby acknowledge and agree as follows:

SERVICE PROVIDER DUTIES & RESPONSIBILITIES

Services: It shall be agreed upon, that during the term of this Agreement the Service Provider shall provide the services ("Services") that are described within the attached Schedule 1 (the "Schedules") and on any such additional consecutively numbered supplementary schedules, as which may be executed at any time by both parties to this Agreement. Each attached, or subsequently attached Schedule shall contain a description of the deliverables required to be provided by the Service Provider (collectively "Deliverables"), a description of any completion deadlines that pertain to the Deliverables and a description of the corresponding payment terms, including any partial payments for completion of designated milestones comprising each Deliverable.

Service Provider's Control Over Services Provided: The Service Provider shall retain the unqualified right of control over the means, manner and methods by which their Services are rendered and performed, and the right to perform those Services at the location(s) and time(s) that the Service Provider independently determines and sets forth. The Service Provider shall be responsible for providing all equipment, materials and supplies that the Service Provider determines shall be required to timely provide those Services which have been requested by the Service Recipient.

Compliance with Applicable Law: The Service Provider shall be responsible for complying with any and all applicable federal, state and local laws, rules, ordinances, regulations, and/or codes that pertain to the performance of the Services requested and provided. The Service Provider's failure to comply with the responsibilities and duties described in this Paragraph shall constitute a material breach of the Agreement.

Insurance: The Service Provider agrees to secure and maintain, at the Service Providers sole cost and expense, Worker's Compensation Coverage where required by law and General Liability Insurance, as required by the Company.

Permits and Licenses: The Service Provider shall be responsible for acquiring and maintaining, during the term of this Agreement, any and all permits, licenses and authorizations, if applicable, required to conduct the Service Provider's business and to perform the Services requested. The Service Provider's failure to comply with the responsibilities and duties herein shall constitute a material breach of this Agreement.

DUTIES IMPOSED ON THE COMPANY

Fees: The Service Provider's entire compensation for the performance of the Services provided hereunder shall be set forth in specific detail contained within the Schedule that corresponds to the specific Services provided and shall be payable solely by the Company.

Form 1099 Compliance: The Company shall report the amounts it pays the Service Provider on IRS Form 1099, to the extent so required under the Internal Revenue Code.

INDEPENDENT CONTRACTOR RELATIONSHIP

For all intent and purposes, including, but not limited to the Federal Insurance Contributions Act ("FICA"), The Self Employment Contributions Act ("SECA"), the Social Security Act, the Federal Unemployment Tax Act ("FUTA"), the Internal Revenue Code and any and all other federal, state and local laws, rules and regulations, each party hereto, including its officers, agents and employees, shall be at all times an independent contractor relative to the other party. Nothing in this Agreement shall be construed to make or render either party, including any of its officers, agents or employees, an agent, servant or employee of, or a joint venture of with the other.

TERMS AND TERMINATION

Automatic Renewal: The parties agree that at the expiry of the Initial Term or any subsequent renewed term, this Agreement shall be renewed for a further term of 12 months on the same terms and conditions as contained in this Agreement, unless written notice is given by one party to the other parties of its intent not to renew the Agreement at least 60 Days before the expiry of the Initial Term or any subsequent renewed term. Should any price increases occur the Service Provider will give a 60-day notice before the changes take effect.

Breach/Cause for Termination: This Agreement may be terminated at any time by either party should a material breach by the other party remain uncured thirty (30) days after submission of written notice being provided of the breach thereof, or a shorter period of time as may be specified within this Agreement or within the applicable Schedule provided to the Service Provider by the Company.

INDEMNIFICATION

Both parties shall guarantee, guard against and hold harmless the other party, any current or former employees, shareholders, partners or any ownership interest and agents from and/or against any alleged claim, including, but not limited to third-party claims, demands, loss, damages and or expense, including any legal or attorney fees that may be in relation to:

- a) any negligence, recklessness or any willful misconduct of the indemnifying party or any other party under the direction or control of the indemnifying party;
- b) any material breach of this Agreement by the indemnifying party, or
- c) any damage, loss or destruction relating to any property of the indemnifying party or their client or clients, injury or death to any individuals that may result from the actions or inactions of any employee, agent or subcontractor of the indemnifying party as such damage may arise out of or is in the course of fulfilling their obligations under and with relation to this Agreement, and to the extent that such damage may be due to any negligence, unlawful conduct, omission or default of the indemnifying party, their employees, agents or subcontractors.

Full and Complete Agreement: This Agreement has set forth the full and complete agreement and shall supersede any and all prior agreements between the parties concerning all aspects of the subject matter herein contained. The Agreement may not and shall not be amended except by way of a written instrument that must be signed by both parties named hereto.

ARBITRATION AND DISPUTE RESOLUTION

Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered in accordance with the Commercial Arbitration Rules of the American Arbitration Association, as amended, and shall be governed by the laws of the State of Florida. The Federal Arbitration Act shall govern the interpretation and enforcement of this paragraph. The fees associated with the arbitrator shall be shared equally by both parties. The parties agree that this paragraph shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto, each acting pursuant with due and proper authority, have executed this Agreement as of the aforementioned Effective Date.

Company Representative

Print Name & Title

Date: _____



Poop Bandit LLC

Michael Wright/Owner

Print Name & Title

Date: _____

DELIVERABLE SERVICES AGREEMENT SCHEDULE 1

BY AND BETWEEN

"The Company" AND Poop Bandit LLC

Description of Services to be performed by Service Provider:

- As requested, (weekly) Poop Bandit will empty the pet stations (Qty 6) and refill the disposal bags for dog walkers. All dog waste collected will be double-bagged according to EPA standards for pet waste collection.
- The Company** will be invoiced on a pre-paid monthly basis. First month service will be pro-rated depending on start date.
- Poop Bandit Pet Waste Removal Services is a great selling point for non-pet owners.
- Poop Bandit Pet Waste Removal Services is fully insured.

Costs:

- The pet stations will be serviced at a cost of \$40 per month per station. Dispenser bags are invoiced monthly on an as-needed basis at a cost of \$8.75 for 200 bags per box/roll. (Pet station trash can liner included)
- Approximate monthly service cost is \$240

The quotations are for an initial **12-month** period and will not change for duration of agreement unless agreed to by both parties.

Extra Value-Added Services:

The Dog Waste Station Service Includes:

- Emptying dog waste stations on a weekly basis or twice weekly if needed
- Removing all waste within a six-foot radius of waste stations
- Restocking the dog poop bag dispensers each week as needed (poop dispenser bags have a separate charged and will be invoice monthly)
- Maintaining an inventory of all supplies
- Ensuring that all stations are in good working order at all times

Additional Waste Station Services:

- Installation (separate cost as needed)
- Lubricating the locks
- Tightening hardware
- Performing repairs as necessary (separate cost if parts are need for repair)
- Community Common Area Clean-Up

The company will be invoiced on the 1st of every month:

Payment Terms: Net 15

Payment Due Date: 15th of each month

Payment Method: Check

PACIFIC ACE

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2024-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE PACIFIC ACE COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME AND LOCATION FOR A LANDOWNERS' MEETING; PROVIDING FOR PUBLICATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Pacific Ace 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 Lake County, Florida; and

WHEREAS, the District's Board of Supervisors ("**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 Ordinance No. 2020-27 creating the District is June 22, 2020; and

WHEREAS, the District is statutorily required to hold a meeting of the landowners of the District for the purpose of electing 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 PACIFIC ACE COMMUNITY DEVELOPMENT DISTRICT:

Section 1. In accordance with Section 190.006(2), Florida Statutes, the meeting of the landowners to elect three (3) supervisors of the District, shall be held on the ____ day of November, 2024, at 2:00 p.m., at the Hampton Inn & Suites by Hilton, 2200 E Hwy 50, Clermont, Florida 34711.

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 January 24, 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 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 24TH DAY OF JANUARY, 2024.

ATTEST:

**PACIFIC ACE 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 PACIFIC ACE COMMUNITY DEVELOPMENT DISTRICT**

Notice is hereby given to the public and all landowners within Pacific Ace Community Development District (the "District") in Lake County, Florida, advising that a meeting of landowners will be held for the purpose of electing three (3) persons 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 ____, 2024
TIME: 2:00 p.m.
PLACE: Hampton Inn & Suites by Hilton
2200 E Hwy 50
Clermont, Florida 34711

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
PACIFIC ACE COMMUNITY DEVELOPMENT DISTRICT
FOR THE ELECTION OF SUPERVISORS**

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

TIME: **2:00 p.m.**

LOCATION: Hampton Inn & Suites by Hilton
2200 E Hwy 50
Clermont, Florida 34711

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.

Three (3) seats on the Board will be up for election by landowners. The two candidates receiving the highest number of votes shall be elected for a term of four (4) years. The candidate receiving the next highest number of votes shall be elected for a term of two (2) years. The term of office for each successful candidate shall commence upon election.

A proxy is available upon request. To be valid, each proxy must be signed by one of the legal owners of the property for which the vote is cast and must contain the typed or printed name of the individual who signed the proxy; the street address, legal description of the property or tax parcel identification number; and the number of authorized votes. If the proxy authorizes more than one vote, each property must be listed and the number of acres of each property must be included. The signature on a proxy does not need to be notarized.

LANDOWNER PROXY

**PACIFIC ACE COMMUNITY DEVELOPMENT DISTRICT
LAKE COUNTY, FLORIDA
LANDOWNERS' MEETING – NOVEMBER ____, 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 Pacific Ace Community Development District to be held at 2:00 p.m. on November ____, 2024, at the Hampton Inn & Suites by Hilton, 2200 E Hwy 50, Clermont, Florida 34711, 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

| <u>Parcel Description</u> | <u>Acreage</u> | <u>Authorized Votes</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.]

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

**PACIFIC ACE COMMUNITY DEVELOPMENT DISTRICT
LAKE COUNTY, FLORIDA
LANDOWNERS' MEETING - NOVEMBER ____, 2024**

For Election (3 Supervisors): The two (2) candidates receiving the highest number of votes will each receive a four (4)-year term, and the one (1) candidate receiving the next highest number of votes will receive a two (2)-year term, with the term of office for the successful candidates 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 Pacific Ace 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 |
|-------------|--------------------------|------------------------|
| 1. | _____ | _____ |
| 2. | _____ | _____ |
| 5. | _____ | _____ |

Date: _____

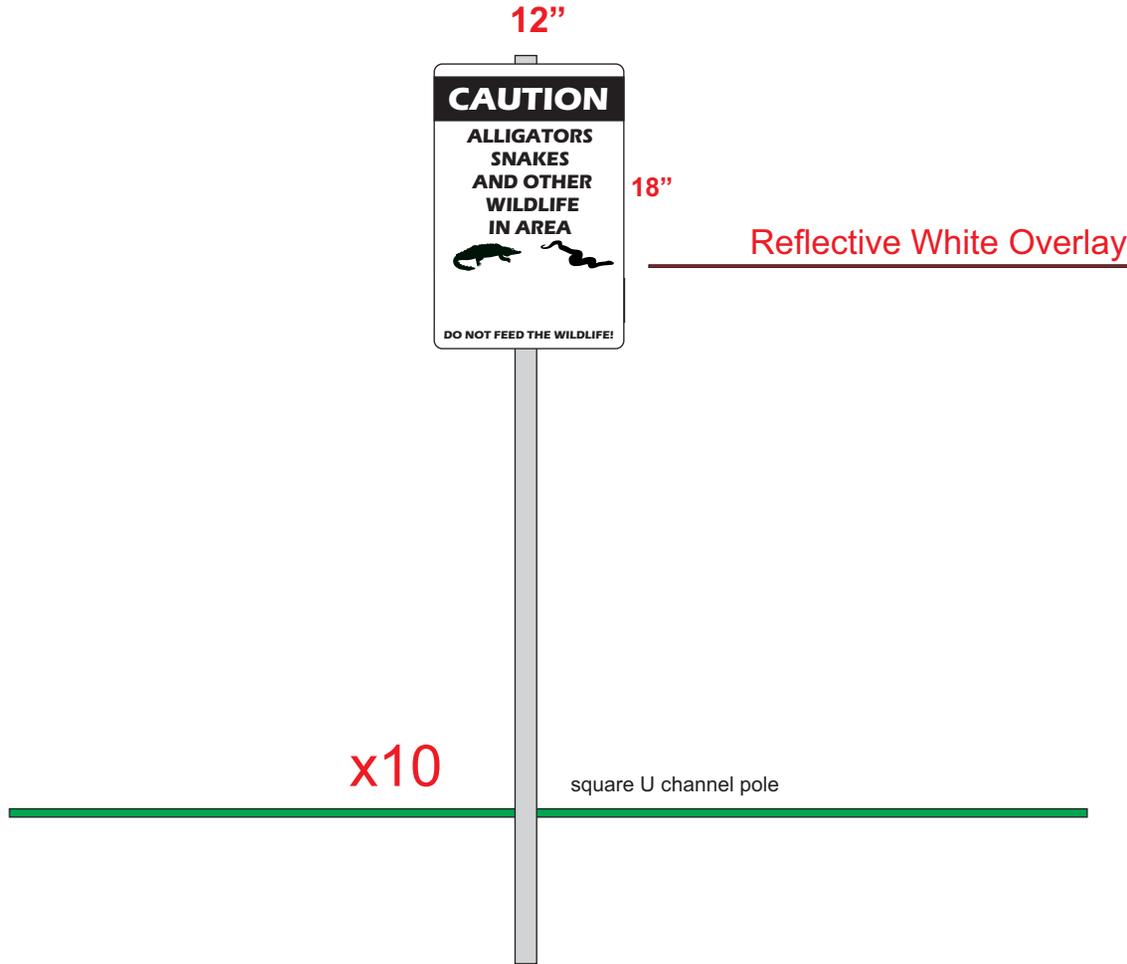
Signed: _____

Printed Name: _____

PACIFIC ACE

COMMUNITY DEVELOPMENT DISTRICT

9



POST EXAMPLE
THESE CAN BE PAINTED BLACK
IF DESIRED

A Post and Panel Cautionary Signs

SCALE: 1/2" = 12"

Signage Plus
Signs. Services. Solutions.
1987 Corporate Square Blvd. #149 - Longwood, FL 32750
407-668-3567

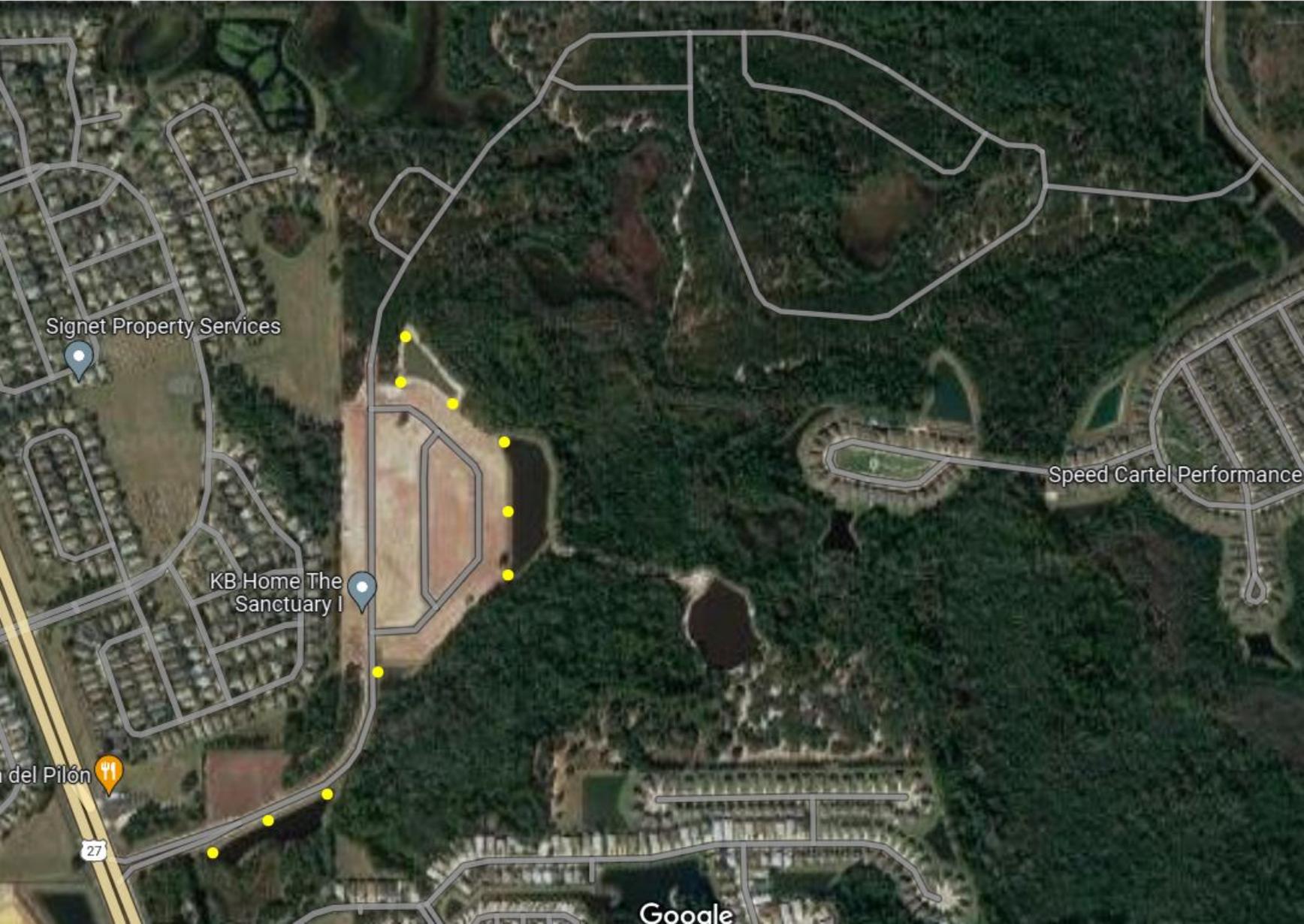
PROJECT:
Verona HOA
SITE ADDRESS:

PROJECT #
AM: **GH** PM
Designer: Date:

| REVISION LEVEL | No. | DATE: | DESCRIPTION |
|----------------|-----|-------|-------------|
| | 01 | - | - |
| | | | |
| | | | |
| | | | |
| | | | |

Approved
 Approved as noted
 Revise and resubmit
 Approved: _____
 Date: _____

SHEET:
W.1



Signet Property Services

KB Home The Sanctuary I

Speed Cartel Performance

del Pílon

27

Google

PACIFIC ACE

COMMUNITY DEVELOPMENT DISTRICT

10

MEADOWBROOK ACRES OF SOUTH-CENTRAL FLORIDA

CONTRACT ADDENDUM

Dated: January 1,2024

BETWEEN **MEADOWBROOK ACRES OF SOUTH-CENTRAL FLORIDA**

And **Pacific Ace Community Development District % Wrathell, Hunt & Associates LLC**
2300 Glades Rd, Suite 410W, Boca Raton, FL 33431 (“Customer”)

Please refer to pricing bid tabulation submitted with bid.

Includes Phases 1-4, Does Not Include Amenity

| Service | Application rate | Annual Price | Initial |
|-------------------------|--|--|----------------|
| Maintenance | 42 times per year | \$50,050.08 | |
| Turf / Shrub Fertilizer | 4 times per year | \$2000 | |
| Shrub / Tree Trimming | 4 times per year | \$1600 | |
| Irrigation | 12 times per year | \$2050 | |
| Mulch | Per application - 1 Time Per Year | \$-4,500.00 From Current Contract | |
| Total Addendum Increase | | \$51,200.08 | |

PACIFIC ACE

COMMUNITY DEVELOPMENT DISTRICT

11



SOLAR LIGHTING AS A SERVICE AGREEMENT¹

THIS SOLAR LIGHTING AS A SERVICES MASTER AGREEMENT ("**Agreement**"), effective as January ____, 2024, is by and between Recovered Energy Technologies (USA) Inc. ("**Company**"), and Pacific Ace Community Development District (CDD) ("**Customer**," together with Company, the "**parties**") and provides as follows:

1. LIGHTING SERVICES DESCRIPTION. Company shall furnish, install, operate, and maintain, for the term of this Agreement, the lighting equipment, together with accessories and attachments (collectively, "**Equipment**") at each Installation Site, as such Equipment and Installation Site² are identified in the scope of work attached as **Addendum A** ("**Scope of Work**") and incorporated hereto. Company shall also furnish, install, operate, and maintain, for the term of this Agreement, any additional Equipment at any additional Installation Sites that may be agreed upon by the Parties pursuant to an additional scope of work (each such additional scope of work, a "**Work Order**"). NOTE: Company represents that the Equipment has unique features and capabilities (e.g., modular flexibility and batteries that allow higher intensity lighting, solar modules that allow harvesting of energy from top and bottom of panel, 10-year warranty on battery, Smart City capabilities, etc.), and, as such, the lease/purchase of the Equipment is being conducted on a sole source basis.
2. PERMITS. Company shall be responsible for securing, at its own expense, all permits required to deploy and maintain the Equipment at the Installation Site (as defined in Addendum A or, as applicable, in a Work

¹ This Agreement supersedes and replaces all prior agreements between the parties related to the subject matter of this Agreement

² Capitalized terms not defined in the main body of this Agreement shall have the meaning ascribed to them in the Scope of Work and its exhibits.

Order). Customer shall cooperate with, and assist where necessary, Company during the permitting process.

3. INSTALLATIONS. Company shall be responsible for installing Equipment in a good and workmanlike manner and in accordance with the scope of work described in the Scope of Work or Work Order, as applicable. To the extent any portion of the Customer's property is disturbed by the access and work performed by Company, its employees and agents, Company shall restore such areas to substantially the condition that existed prior to the Company's access.
4. PAYMENT. Customer shall make monthly payments ("**Monthly Payments**") on the schedule provided in the Scope of Work or Work Order, as applicable; provided however, as a point of clarification, that Monthly Payments shall only be made for Equipment once actually installed and operational. Monthly Payments will commence as to Equipment as soon such Equipment has been installed and is operational ("**Payment Start Date**"). At such time as any Equipment is installed and operational, Company shall provide notice to Customer, and Customer shall have the right to inspect such Equipment to confirm that it is operational for a period of 5 business days after receipt of the notice.
5. COMPANY INSURANCE. Company warrants and covenants that it shall maintain during the Equipment installation period, and in any period of time in which the Company should be required to access the Customer's property for purposes of maintenance and repairs as set forth herein, commercial general liability insurance, workers compensation insurance, and automobile liability insurance as required by applicable law. Company shall be responsible to the Customer for the acts and omissions of its employees and agents performing any of the work under this Agreement, and Company shall indemnify and hold harmless Customer from any damages or liability to persons or property that may arise from the entry onto the Property

by Company, its employees or agents. Company shall furnish Customer with a certificate of insurance evidencing compliance upon request and such certificate shall provide that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective prior to 30 calendar days of prior written notice to Customer, except in the case of non-payment, in which case any change or termination shall not be effective prior to 10 calendar days of prior written notice to Customer. The Company shall obtain copies of each subcontractor's insurance certificates and shall provide those to Customer upon Customer's request. Company shall maintain insurance at the following policy limits:

- a. Workers' Compensation Insurance in accordance with the laws of the State of Florida.
- b. Commercial General Liability Insurance covering the Company's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, including Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.
- c. Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the any subcontractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

The Customer, its staff, consultants, agents, and supervisors shall be named as additional insureds and certificate holders. The Company shall furnish the Customer with the Certificate of Insurance, and endorsements, evidencing compliance with this requirement. No certificate shall be acceptable to the Customer unless it is consistent with

the requirements of this Section 5. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

6. CUSTOMER INSURANCE. Customer warrants that it has and covenants it shall maintain commercial insurance to protect against the risk of damage or loss. Notwithstanding anything herein to the contrary, Customer shall bear the risk of loss with respect to any and all damage to the Equipment other than due to ordinary wear and tear (such damage other than wear and tear, an "**Externality**"), and shall continue to be obligated to make Monthly Payments irrespective of an Externality. Without limitation, the term "Externality" includes natural and manmade disaster, catastrophe, weather-related events, third-party negligence, mischief, vandalism, other intentional torts, and traffic accidents, in each case not caused by Company.
7. WAIVER OF JURY TRIAL. Each of Customer and Company hereby knowingly, intentionally, and voluntarily waives any right they and/or their successors and assignees may have to a trial by jury or a jury determination of any fact in any litigation based on this Agreement, or arising, out of, under, or in connection with this Agreement, or any agreements contemplated hereby, or any course of conduct, course of dealing, usage of trade, statements (whether verbal or written) or actions of the Parties.
8. Company represents that upon installation the Equipment shall be new and consistent with Addendum A or, as applicable, the Work Order. COMPANY OTHERWISE MAKES NO IMPLIED WARRANTIES. COMPANY MAKES NO WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OF THE EQUIPMENT HEREBY CONTRACTED OR FOR ITS FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER AGREES THAT REGARDLESS OF CAUSE, COMPANY IS NOT RESPONSIBLE FOR AND CUSTOMER SHALL NOT MAKE ANY CLAIM AGAINST COMPANY FOR ANY DAMAGES, WHETHER CONSEQUENTIAL, SPECIAL, OR INDIRECT EXCEPT AS AUTHORIZED PURSUANT TO AGREEMENT INCLUDING BUT NOT LIMITED TO THE SECTIONS ENTITLED "DEFAULT"

AND "CUSTOMER REMEDIES" AND "ADDENDUM A."

9. ADDITIONAL SIGNATURES EFFORTS. Each party agrees to execute any additional documents required by any third-party and obtain any approvals required for purposes of performing its obligations under this Agreement.

10. MAINTENANCE AND REPAIR. Company shall perform routine inspection of the Equipment at its own cost and expense and shall, also at its own cost and expense, promptly provide all required maintenance and repair (including paying for parts) of the Equipment on account of ordinary wear and tear. If the Equipment is disabled or inoperable for any reason or if Customer observes any damage to the Equipment, Customer shall promptly notify Company and provided Company shall repair such equipment within thirty (30) days, subject to the availability of parts, from the date of notice, Customer shall not engage or authorize any other party to touch, maintain, or repair the Equipment. Company shall make commercially reasonable efforts to promptly repair the Equipment. If Customer attempts to repair the equipment, then Customer accepts full responsibility for the performance of its employees, agents, contractors or otherwise and for ongoing operation of the Equipment. Customer shall comply with all directions of Company concerning emergency repairs. As noted in Section 6, the cost and expense to repair damage due to any Externality shall be borne by Customer.

11. CUSTOMER ACCESS. Provided Company is in compliance with its obligations under this Agreement, Customer shall not touch or access any part of the Equipment for any reason or engage or authorize any third parties to do so, except in emergency circumstances (as necessary to prevent injury to persons or damage to property). In the event that Customer attempts to repair the equipment, then Customer accepts full responsibility for the performance of its employees, agents, contractors or otherwise, and Company shall not be responsible for any loss resulting from Customer's failure to repair such Equipment properly.

12. LATE CHARGES. If the Customer fails to timely make payment of any Monthly Payment, then the Company shall be entitled to applicable interest pursuant to the provisions of Florida's Local Government Prompt Payment Act, Sections 218.70 et seq., Florida Statutes.
13. TERMINATION. Unless otherwise terminated pursuant to the terms herein, this Agreement shall automatically expire upon completion of the Payment Schedule as set forth in the Addendum or Work Order, as applicable. Neither party has the right or option to terminate this Agreement prior to its expiration except as otherwise explicitly provided in this Agreement.
14. DEFAULT. Any one or more of following events shall be considered a "**default**" under this Agreement: (a) failure of Customer make any Contract Payment when and as due under this Agreement herein; and (b) material breach of any warranty, covenant, or obligations under this Agreement by either party, except as provided in the next two sections.
15. CUSTOMER REMEDIES. In the event Company defaults under this Agreement, Customer shall, within 14 calendar days of becoming aware of a default, provide written demand upon Company to cure that default within 30 calendar days of Company's receipt of the written demand to cure ("**Company Cure Period**"). If Company fails to cure within the Company Cure Period, Customer may: (i) suspend the future applicable and proportional Monthly Payment(s) until the default is cured; (ii) pursue all other rights or remedies available at law or in equity; provided, the Customer waives the right to seek recovery for any special, indirect, incidental, or consequential damages whatsoever suffered by Customer or any third party as a result of a breach; or (iii) cancel or terminate this Agreement.

16. COMPANY REMEDIES.

- a. In the event Customer defaults under this Agreement, Company shall, within 14 calendar days of learning of the default, provide written demand upon Customer to cure each default within 30 calendar days of Customer's receipt of the written demand to cure ("**Customer Cure Period**"). If Customer fails to cure such default within the Company Cure Period, Company may: suspend its performance until such default is cured and may avail itself of any of the remedies available under Section (b) below.

In the event Customer breaches the Agreement and has not cured its breach within the Customer Cure Period, then the Company may do one or more of the following: (i) cancel or terminate this Agreement; (ii) if the Agreement has not yet reached its sixth anniversary, require Customer to immediately pay Company, as compensation for loss of the Company's bargain, and not as a penalty, the sum equal to: the net present value of all unpaid Contract Payments for the remainder of the term – but only through the end of the sixth-year anniversary of this Agreement - using a discount rate of 4% *plus* the reasonable cost of removing the Equipment, but subject to any offsets that the Customer may have ("**Accelerated Payment**"); (iii) if the Agreement has reached its sixth anniversary, treat the breach as an exercise of Customer's option to purchase the Equipment under Section 20; and (iv) pursue all other rights and remedies available at law or in equity. The Company, except as provided in the following sentence, waives the right to seek recovery for any special, indirect, incidental, or consequential damages whatsoever suffered by Company or any third party as a result of a breach. If Customer does not pay Company in full pursuant to this paragraph within 30 days of the expiration of the Customer Cure Period, then COMPANY may remove the Equipment and sell it in a commercially reasonable manner, in which case its damages shall equal the

difference between the price it actually sells the Equipment for and its Fair Market Value (as defined below). In all circumstances, (a) interest shall accrue on the amount owed at 18% per annum, compounding monthly, from the date the Customer defaults until paid; and (b) Customer shall be liable for Company's reasonable attorneys' fees.

17. TITLE AND TAX BENEFITS.

- a. The Parties stipulate that the Company is the owner of, and shall hold title to, the Equipment. All benefits of owning and operating the Equipment (whether presently existing or existing in the future) shall inure exclusively to the Company, including but not limited to any governmental benefits, tax, environmental, or any other federal, state, or local government incentives, credits, deductions, or any other benefits of any kind (collectively, "***Incentives***"). This Agreement conveys only the right to have the light generated by the Equipment.
- b. At the Company's option, it may record or file a short-form memorandum of this Agreement among the appropriate land records of the county in which the Equipment is located, subject to Customer's reasonable approval as to the form of the short-form memorandum. In the event of a discrepancy between the provisions of this Agreement and such short-form memorandum thereof, the provisions of this Agreement shall prevail.
- c. The parties intend that this Agreement shall constitute a true lease under applicable Law. Company shall own title to the Equipment at all times. Customer acquires no ownership, title, property, right, equity, or interest in the Equipment other than its leasehold interest solely as lessee subject to all the terms and conditions of this Agreement. As a point of clarity, the parties intend that the Equipment remain at all times personal property of the Company and

not a fixture under applicable law, even if the Equipment, or any part thereof, is affixed or attached to real property or any improvements.

- d. The parties intend and agree that, if this Agreement is recharacterized under applicable law as a secured financing or a lease intended for security, this Agreement shall be deemed a security agreement and hereof shall be deemed a grant to Company by Customer of a lien on and first priority security interest in the Equipment and its proceeds (as defined in the UCC) as a Purchase Money Security Interest under the UCC (or otherwise) , to secure the payment of Customer's obligations under this Agreement. Customer hereby consents to the Company filing such documents and to do all such things and acts, necessary to ensure that such security interest would be a first priority perfected security interest under applicable law. Customer agrees to reasonably cooperate with any such actions.
- e. Company agrees, from time to time and provided it is true at the time, within ten (10) days after request from Customer, to execute and deliver to Customer, an estoppel certification confirming that this Agreement is in full force and effect, that Customer is not in default under any of the terms of this Agreement, the termination date of this Agreement, and such other matters pertaining to the Agreement as may be reasonably requested by the Customer.
- f. In addition to the provisions in Section 17 above (and to the extent the rights granted to Company in this subsection (f) are greater than those granted in the other subsections of Section 18), at Company's option, if this transaction is deemed to be a contract intended for security, Customer grants the Company a purchase money security interest in the Equipment (including any replacements, substitutions, additions, attachments, and proceeds). In the event this Contract is deemed a finance contract, the Customer shall deliver to the Company signed financing statements or other documents the

Company reasonably requests to protect the Company's interest in the Equipment. THE CUSTOMER AUTHORIZES THE COMPANY TO FILE A COPY OF THIS CONTRACT AS A FINANCING STATEMENT AND APPOINTS THE COMPANY OR THE COMPANY'S DESIGNEE AS CUSTOMER'S ATTORNEY-IN-FACT TO EXECUTE AND FILE, ON CUSTOMER'S BEHALF, FINANCING STATEMENTS COVERING THE EQUIPMENT.

18. If the Customer does not exercise its option to purchase before this contract expires, this Contract shall terminate on its expiration date and, unless the Customer purchases the Equipment, the Company shall have the right, but not the obligation, upon termination or expiration to remove the Equipment.

19. ASSIGNMENT OF AGREEMENT. Customer and Company may each sell, assign all its rights and delegate all its duties (collectively, such assignment and delegation, an "**Assign**") under this Agreement as follows:

- a. The Agreement, as it pertains to the Equipment that is the subject of the Scope of Work may be Assigned by Customer to a homeowner's association serving the community.
- b. The Agreement, as it pertains to the Equipment that is the subject of each Work Order may be Assigned by Customer to a homeowner's association serving the community.
- c. The Agreement, as it pertains to the Equipment that is the subject of the Scope of Work may be Assigned by Company to any third party.
- d. The Agreement, as it pertains to the Equipment that is the subject of each Work Order may be Assigned by Company to any third party.
- e. In the event of an Assign, the assigning and delegating party will

notify the other party, and the other party hereby agrees that the third party to who the Agreement is Assigned shall have the same rights and benefits that the assigning and delegating party now has under this Agreement.

20. PURCHASE OPTION. The Customer shall have the option to purchase the Equipment from the Company for Fair Market Value, , plus a fee equal to 10% of the Fair Market Value at the time of the exercise of such option, on any anniversary on or after the sixth-year anniversary of this Agreement; provided that to exercise such option, Customer shall provide notice to Company of its decision to so exercise no earlier than seven months prior, and no later than six months prior, to such anniversary. "**Fair Market Value**" (defined as in use and in place) shall be determined by an independent appraiser as agreed to jointly by the Company and Customer and paid for by the Customer. Upon payment of the Fair Market Value, the Company shall transfer the Company's interest in the Equipment to the Customer free and clear of all liens and encumbrances, with a warranty that Company is the lawful owner of the Equipment. Except as otherwise provided herein, Customer shall accept the Equipment "As-Is, Where Is" without any representation or warranty whatsoever. Upon the transfer of the Equipment to Customer, this Agreement shall terminate.

21. RIGHT OF WAY.

- a. All Equipment will be installed in public utility easements or public right-of-way's.
- b. If the Equipment is not to be installed in a public utility easement or public right-of way, then this subparagraph b. will apply. Customer hereby provides Company a license to the Installation Site to install, operate, test, repair, maintain, and, to the extent applicable, replace, or remove, the Equipment. Customer warrants and represents to Company that as of the date of installation of any Equipment and as of the date of any servicing of any Equipment that (a) it possess and

shall provide to Company lawful access to the Installation Site; and (b) no existing lease, easement, right of way, declaration, restriction or other matter of record or any existing agreement of Customer with respect to the Installation Site interferes with or impairs, or will interfere with or impair, the license or other rights granted or to be granted pursuant to this Agreement. In the event Customer notifies the Company or the Company otherwise becomes aware of a breach of the foregoing as of the date the Company would otherwise service the Equipment, the Company's obligation to service the Equipment shall be suspended until such breach is cured.

22. DATA COLLECTION. Subject to Florida's Public Records laws, Chapter 119, Florida Statutes, any data collected during the ongoing live monitoring of the lights or through deployed sensors remains the property of the Company.

23. NOTICES. All notices required or permitted by this Agreement shall be provided by email, to the email addresses below (unless and until either party informs the other party of a change in email address, which change must be communicated by email) and shall be deemed delivered 24 hours after sending if no "bounce back" email is received by the party who sent the notice:

a. Notices to Customer:

- smcconn@kbhome.com
suitk@whhassociates.com

b. Notices to Company:

- joel.brayman@recoveredenergytechnologies.com
- Brad.carlson@recoveredenergytechnologies.com

24. JOINTLY DRAFTED. Each party agrees that they intend that any court interpreting this Agreement do so as if it was drafted jointly by the parties, and that both parties have had the opportunity to fully

negotiate its terms and to have the assistance of independent counsel of each party's own choosing for the review of the terms of this Agreement prior to its execution. In the event of any dispute over the interpretation of this Agreement, its terms shall not be construed against or in favor of either party but shall be construed in a neutral manner.

25. ENTIRE AGREEMENT. The Parties agree that the terms and conditions contained in this Agreement and its addenda comprise the entire agreement between the parties regarding the Agreement of the Equipment. No amendments to this Agreement shall be permitted, unless signed by both parties. Both parties agree that the express terms of this Agreement shall not be explained, modified, or contradicted by any prior course of dealing between the parties or by any usage of the general trade.
26. COUNTERPARTS. This Agreement may be executed in on or more counterparts, each of which shall be deemed to be an original and which together shall constitute one and the same documents. Documents delivered via facsimile or email with electronic signatures shall be considered originals.
27. BINDING EFFECT. This agreement shall inure to the benefit of, and shall be binding upon, Company and Customer and their respective successors and assignees.
28. SCRUTINIZED COMPANIES. Company certifies, by acceptance of this Agreement, that neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, and in the event such status changes, Company shall immediately notify Customer.

29. PUBLIC RECORDS. Company acknowledges that this Agreement and all the documents pertaining thereto may be public records and subject to the provisions of Chapter 119, Florida Statutes.

30. LIMITATION OF LIABILITY. Notwithstanding anything to the contrary herein, nothing herein shall be construed to be a waiver of the Customer's limit of liability contained in Section 768.28, Florida Statutes or other statute of law.

31. PUBLIC ENTITY CRIMES. The Company certifies, by acceptance of this agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction per the provision of Section 287.133(2)(a), Florida Statutes.

32. CERTIFICATION AND AUTHORIZATION. Each party expressly certifies that the authorized agent below has the authority to execute this agreement and that the party has complied with all internal policies, procedures, and applicable law upon which authority to execute this agreement is predicated. Furthermore, the Customer certifies and agrees that it will do or cause to be done all acts necessary to effect and preserve the Agreement in full force and effect, that it has complied with all bidding requirements where necessary, submitted this Agreement to notice and hearing where applicable, any other acts required for approval and adoption of this Agreement as a valid obligation by the Customer, and that it has sufficient funds available to pay all amounts due hereunder.

33. GOVERNING LAW AND SEVERABILITY. This Agreement shall be governed by the laws of the State of Florida and any suits pertaining to this Agreement shall be brought in the jurisdiction wherein the Equipment is located. If a court of competent jurisdiction shall determine that any provision of this agreement is unenforceable, the remaining provisions shall remain in full force and effect.

34. EFFECTIVE DATE. The Effective Date of this Agreement is stated in the first paragraph of the Agreement.

[Addenda Follow]

Addendum A - Scope of Work

This is Addendum A to that certain SOLAR LIGHTING AS A SERVICES MASTER AGREEMENT ("**Agreement**"), effective as of January 18th, 2024, by and between Recovered Energy Technologies (USA) Inc. ("**Company**"), Pacific Ace Community Development District ("**Customer**"). This Addendum A is also executed as of part of Pacific Ace CDD LSA and is not intended to be a stand-alone document. In other words, it cannot and may not be read in isolation from the Agreement. Capitalized terms not defined in this Addendum A have the meaning ascribed to them in the Agreement.

This Addendum A provides details about the initial Equipment to be installed for Customer by Company.

If the parties agree in the future to have Company install additional Equipment for Customer, then they may execute an additional Work Order in connection with each such agreement. The parties contemplate that such additional Work Order(s) will serve the same purpose that this Addendum A serves and that each such Work Order, together with the Agreement, shall govern the parties' relationship with respect to the Equipment installed pursuant to such Work Order(s).

1. EQUIPMENT. In accordance with the Photometric and Autonomy Studies previously provided to and approved by Customer, attached to this Addendum A as **Exhibit 1**, the Company shall install and maintain the initial Equipment, which shall consist of:

165 solar lights each a RET ON40 34-Watt high performance solar light, and each approx. 18 ft above grade, with each located throughout Customer's site ("**Installation Site**"), as set forth in the design attached as **Exhibit 2**.

2. LOCATION OF EQUIPMENT: Customer shall stake the locations of Equipment on roadways and/or commercial property prior to the installation of the Equipment by the Company. To assist Customer with

the staking process, Company shall provide Customer with a final design sketch that is substantially in the form attached as **Exhibit 2** and that reflects the Equipment locations approved by Customer and will participate in the staking of light pole positions at the request of Customer.

3. UNDERGROUND OBSTRUCTIONS: Customer shall locate and advise Company through the provision of an accurate map and other necessary written descriptions of the exact location of all underground facilities including, but not limited to: sewage pipes, septic tanks, wells, swimming pools, sprinkler systems, conduits, cables, valves, lines, fuel storage tanks, and storm drainage systems ("**Underground Facilities**") at the Installation Site at least two calendar days prior to the commencement of any work by the Company at the Installation Site. Any and all cost liability for property damage to Underground Facilities by Company that were not properly identified by Customer, as described under this paragraph, shall be paid by Customer, except for those claims, losses or damages, including attorney's fees and costs, which arise or are alleged to have arisen out of furnishing design, installation, operation, maintenance or removal of Equipment. The phrase "**property damage**" includes, but is not limited to, damage to property of Customer, Company, or any third parties.
4. WARRANTIES. Company warrants that the Equipment will light the prescribed areas to a strength of at least 80% of the lumens stated in Exhibit 1.
5. PAYMENT SCHEDULE. Customer agrees to pay Company the sums per month outlined in Table A below. Payments commence on the Payment Start Date and shall continue for 240 months.

Table A

KB Homes Sanctuary

| Location | Phase | Poles | Fixture Height | Fixture Model | Cost per POLE per MONTH | MONTHLY Cost by PHASE | ANNUAL Cost by PHASE |
|----------------------|-------|-------|----------------|---------------|-------------------------|-----------------------|----------------------|
| Street | 2 | 31 | 18 | ON40 | \$ 55.00 | \$ 1,705.00 | \$ 20,460.00 |
| Street | 3A | 31 | 18 | ON40 | \$ 55.00 | \$ 1,705.00 | \$ 20,460.00 |
| Street | 3B | 44 | 18 | ON40 | \$ 55.00 | \$ 2,420.00 | \$ 29,040.00 |
| Street | 4A | 24 | 18 | ON40 | \$ 55.00 | \$ 1,320.00 | \$ 15,840.00 |
| Street | 4B | 25 | 18 | ON40 | \$ 55.00 | \$ 1,375.00 | \$ 16,500.00 |
| Mailbox and bus stop | 4B | 10 | 18 | ON40 | \$ 55.00 | \$ 550.00 | \$ 6,600.00 |
| | | 165 | | | | \$ 9,075.00 | \$ 108,900.00 |

The monthly cost per pole includes real-time, cloud-based monitoring and a community dashboard.

The Monthly Payment will escalate by 5% escalator at the commencement of the 73rd month and another 5% at the commencement of the 145th month.

Customer agrees to deposit with Company, the additional sum of \$9,075 which represents approximately one month of service under this Agreement.

6. DELIVERY SCHEDULE. Notwithstanding anything in this Agreement to the contrary, it shall be a material condition of this Agreement that the Equipment be installed in accordance with the following mutually

agreed upon schedule (the "**Delivery Schedule**"; which will be updated and reviewed weekly). If the Equipment is not installed in accordance with the Delivery Schedule, Company shall have 30 days to catch up or propose a new delivery schedule. If Company has not caught up with the Delivery Schedule and Customer has not agreed to Company's proposed revised delivery schedule, Customer may cancel that Equipment which has not yet been installed and Customer's obligations under this Agreement shall be reduced proportionately.

Deployment of lights (165) to commence January 24, 2024, and to be completed with 28 business days of execution of this Agreement.

7. Force Majeure. Company shall not be liable or responsible to Customer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Company including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, pandemic, public health emergencies, quarantines, lock-outs, strikes or other labor disputes (whether or not relating to Company's workforce), restraints or delays affecting Company's suppliers or inability or delay in obtaining supplies of adequate or suitable materials, or the inability of either Party's personnel to come to work due to any of the aforementioned (a "**Force Majeure Event**"). Company shall give notice as soon as is practicable of the occurrence of a Force Majeure Event to the Customer, stating the period of time the occurrence is expected to continue if such period of time can be reasonably estimated. Company shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. Company shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event Company's failure or delay remains uncured for a period of 90 days following written notice given by it under this Section, Customer may

thereafter terminate cancel its order for any Equipment that has not yet been installed, and the economics of this Agreement shall be reduced proportionally to reflect the reduced number of light poles.

EXHIBIT 1
TO ADDENDUM A – SCOPE OF WORK

Number of lights: 165
Light Temperature (Color): 4,000 Kelvins
Motion Sensor: Yes
Light Head: RET Bell Head
Power Pack Color: RET Reflective Grey
Fixture Color: Dark Bronze
Arm: RET Goose Neck Arm – Dark Bronze
Pole Type: Composite or Aluminum Direct Burial
Pole Color: Dark Bronze
Pole Base: None
Production of Custom Online Dashboard

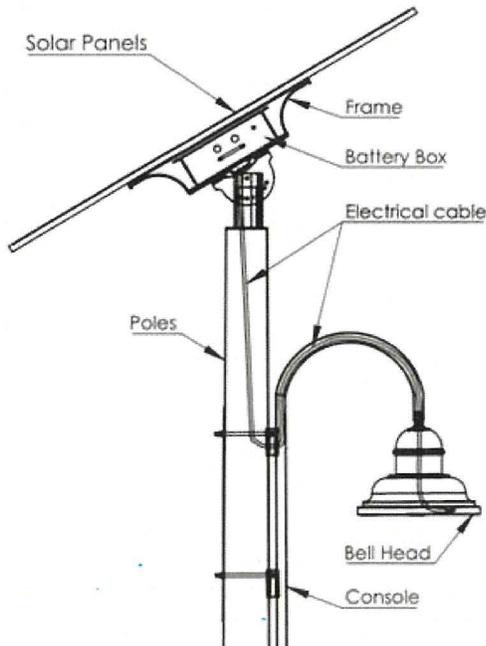


EXHIBIT 2
TO ADDENDUM A – INSTALLATION DESIGN & SITE MAP

Exhibit 2 is a large file and will be provided upon request. The initial installation calls for 249 lights.

SIGNED,

Recovered Energy Technologies USA Inc.,

By: _____ Date: _____

Joel Brayman
Managing Director



Pacific Ace Community Development District

By: _____ Date: _____

Printed Name:
Position: _____



PACIFIC ACE

COMMUNITY DEVELOPMENT DISTRICT

12

**PACIFIC ACE COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2023/2024 FUNDING AGREEMENT**

This agreement ("**Agreement**") is made and entered into this ___ day of _____, 2024, by and between:

Pacific Ace Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Lake County, Florida ("**District**"), and

KB Home Orlando LLC, a Delaware limited liability company and a landowner in the District ("**Developer**") with an address of 10990 Wilshire Boulevard, Suite 900, Los Angeles, California 90024.

RECITALS

WHEREAS, the District was established by an ordinance adopted by the Lake County Board of County Commissioners for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District, pursuant to Chapter 190, *Florida Statutes*, is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District's activities and services; and

WHEREAS, Developer presently owns and/or is developing the majority of all real property within the District, described in **Exhibit A**, attached hereto and incorporated herein ("**Property**"), which Property will benefit from the timely construction and acquisition of the District's facilities, activities and services, and from the continued operations of the District; and

WHEREAS, the District is adopting its general fund budget for the fiscal year beginning October 1, 2023, and ending September 30, 2024 ("**Fiscal Year 2023/2024 Budget**"); and

WHEREAS, this Fiscal Year 2023/2024 Budget, which both parties recognize may be amended from time to time in the sole discretion of the District, is attached hereto and incorporated herein by reference as **Exhibit B**; and

WHEREAS, the District has levied non-ad valorem assessments on all land ("**O&M Assessments**"), including the Property, that will benefit from the activities, operations and services set forth in the Fiscal Year 2023/2024 Budget, or utilizing such other revenue sources as may be available to it; and

WHEREAS, the Developer has requested the District undertake operation and maintenance activities in excess of the funds realized from the O&M Assessments and the Developer is willing to provide such funds as are necessary to allow the District to proceed with its operations as described in **Exhibit B**; and

WHEREAS, the Developer agrees that the activities, operations and services provide a special and peculiar benefit equal to or in excess of the costs reflected on **Exhibit B** to the Property; and

WHEREAS, the Developer has agreed to enter into this Agreement in lieu of having the District levy and collect O&M Assessments in an amount necessary to meet the level of activities, operations and services set forth in **Exhibit B**; and

WHEREAS, Developer and District desire to secure such budget funding through the imposition of a continuing lien against the Property described in **Exhibit A** and otherwise as provided herein.

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

1. **FUNDING.** The Developer agrees to make available to the District the monies necessary for the operation of the District as called for in the budget attached hereto as **Exhibit B** in excess of the O&M Assessment received by the District, as may be amended from time to time in the District's sole discretion, within fifteen (15) days of written request by the District. Amendments to the Fiscal Year 2023/2024 Budget as shown on **Exhibit B** adopted by the District at a duly noticed meeting shall have the effect of amending this Agreement without further action of the parties. Funds provided hereunder shall be placed in the District's general checking account. These payments are made by the Developer in lieu of taxes, fees, or assessments which might otherwise be levied or imposed by the District.

2. **CONTINUING LIEN.** District shall have the right to file a continuing lien upon the Property described in **Exhibit A** for all payments due and owing under the terms of this Agreement and for interest thereon, and for reasonable attorneys' fees, paralegals' fees, expenses and court costs incurred by the District incident to the collection of funds under this Agreement or for enforcement of this lien, and all sums advanced and paid by the District for taxes and payment on account of superior interests, liens and encumbrances in order to preserve and protect the District's lien. The lien shall be effective as of the date and time of the recording of a "Notice of Lien for Fiscal Year 2023/2024 Budget" in the public records of Lake County, Florida ("**County**"), stating among other things, the description of the real property and the amount due as of the recording of the Notice, and the existence of this Agreement. This Agreement shall only be effective to the extent necessary above and beyond the amount of O&M Assessments received by the District to meet the District's financial obligations as set forth in **Exhibit B**. The District Manager, in its sole discretion, is hereby authorized by the District to file the Notice of Lien for Fiscal Year 2023/2024 Budget on behalf of the District, without the need of further Board action authorizing or directing such filing. In the event the Developer sells any of the Property described in **Exhibit A** after the execution of this Agreement, the Developer's rights and obligations under this Agreement shall remain the same, provided however that the District shall only have the right to file a lien upon the remaining Property owned by the Developer.

3. **ALTERNATIVE COLLECTION METHODS.**

a. In the alternative or in addition to the collection method set forth in Paragraph 2 above, the District may enforce the collection of funds due under this Agreement by action against the Developer in the appropriate judicial forum in and for the County. The enforcement of the collection of funds in this manner shall be in the sole discretion of the District Manager on behalf of the District. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

b. The District hereby finds that the activities, operations and services set forth in **Exhibit B** provide a special and peculiar benefit to the Property, which benefit is initially allocated on an equal developable acreage basis. The Developer agrees that the activities, operations and services set forth in **Exhibit B** provide a special and peculiar benefit to the Property equal to or in excess of the costs set forth in **Exhibit B**, on an equal developable acreage basis. Therefore, in the alternative or in addition to the other methods of collection set forth in this Agreement, the District, in its sole discretion, may choose to certify amounts due hereunder as a non-ad valorem assessment on all or any part of the Property for collection, either through the Uniform Method of Collection set forth in Chapter 197, *Florida Statutes*, or under any method of direct bill and collection authorized by Florida law. Such assessment, if imposed, may be certified on the next available tax roll of the County property appraiser.

4. **AGREEMENT; AMENDMENTS.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

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

6. **ASSIGNMENT.** This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other, which consent shall not be unreasonably withheld.

7. **DEFAULT.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance and specifically including the ability of the District to enforce any and all payment obligations under this Agreement in the manner described herein in Paragraphs 2 and 3 above.

8. **THIRD-PARTY RIGHTS; TRANSFER OF PROPERTY.** This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns. In the event the Developer sells or otherwise disposes of its business or of all or substantially all of its assets relating to improvements, work product, or lands within the District, the Developer shall continue to be bound by the terms of this Agreement and additionally shall expressly require that the purchaser agree to be bound by the terms of this Agreement. The Developer shall give 90 days prior written notice to the District under this Agreement of any such sale or disposition.

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

10. **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 the doubtful language will not be interpreted or construed against any party.

11. **EFFECTIVE DATE.** The Agreement shall be effective after execution by both parties hereto. The enforcement provisions of this Agreement shall survive its termination, until all payments due under this Agreement are paid in full.

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

**Pacific Ace Community
Development District**

By: _____
Its: _____

**KB Home Orlando LLC,
a Delaware limited liability company**

By: _____
Its: _____

EXHIBIT A: Property Description
EXHIBIT B: Fiscal Year 2023/2024 Budget

Exhibit A
Property Description

Parcel 1:

The West 1/2 of the Northwest 1/4 of the Southwest 1/4 of Section 13, Township 24 South, Range 26 East, Lake County, Florida.

PARCEL 2:

The North 1/2 of the Southeast 1/4 of Section 14, Township 24 South, Range 26 East, Lake County, Florida.

PARCEL 3:

The Southeast 1/4 of the Southwest 1/4 of Section 14, Township 24 South, Range 26 East, Lake County, Florida, LESS the 50 foot road right-of-way existing along the West side thereof.

PARCEL 4:

The South 1/2 of the Southeast 1/4 of Section 14, Township 24 south, Range 26 East, Lake County, Florida, LESS AND EXCEPT the following described tract or parcel of land:

Begin at the Southeast corner of the Northeast 1/4 of the Northeast 1/4 of the Southeast 1/4 of the Southeast 1/4; thence run Westerly to the Southwest corner of the Northwest 1/4 of the Northwest 1/4 of the Southeast 1/4 of the Southeast 1/4 of said Section 14; thence run Southwesterly to the Northwest corner of the Southeast 1/4 of the Southeast 1/4 of the Southwest 1/4 of the Southeast 1/4; then run Southerly to the Southwest corner of the Southeast 1/4 of the Southeast 1/4 of the Southwest 1/4 of the Southeast 1/4; thence run Easterly along the South Section line of said Section 14 to the Southeast corner thereof; thence run Northerly along the East line of said Section to the Point of Beginning.

PARCEL 5:

North 116.94 feet of the South 1/2 of the Northeast 1/4, LESS the West 100 feet thereof; the South 3/4 of the Northeast 1/4 of the Northeast 1/4; the West 3/4 of the Northwest 1/4 of the Northeast 1/4; the South 3/4 of the East 1/4 of the Northwest 1/4 of the Northwest 1/4 of the Northeast 1/4, all in Section 23, Township 24 South, Range 26 East of the Tallahassee Meridian.

PARCEL 6:

Northeast 1/4 of the Northwest 1/4 of Section 23, Township 24 South, Range 26 East, Lake County, Florida, LESS the 50 foot road right-of-way existing along the West side thereof.

PARCEL 7:

The North 1/2 of the Northeast 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 23, Township 24 South, Range 26 East, Lake County, Florida.

PARCEL 8:

The South 3/4 of the Southwest 1/4 of the Northwest 1/4 of Section 23, Township 24 South, Range 26 East, Lake County, Florida, lying East of the East boundary of the U.S. Highway #27 right-of-way and North and West of existing graded road, more particularly described as follows:

Begin at a point 1338.3 feet East of the Northwest corner of said Section 23, said point being on the center line of a private road; thence run along the center line of said road right-of-way as follows:

Run South 00°20'00" West, 959.90 feet; thence run South 54°46'00" West, 142.20 feet; thence run South 36°09'00" West, 235.6 feet; thence South 32°11'00" West, 331.80 feet; thence run South 24°34'00" East, 347.00 feet; thence South 35°10'00" East, 184.2 feet; thence run South 12°04'00" East, 139.10 feet; thence South 58°11'00" West, 822.50 feet; thence South 47°15'00" West, 147.00 feet.

PARCEL 9:

The North 1/2 of the Southeast 1/4 of the Northwest 1/4, Section 23, Township 24 South, Range 26 East, LESS AND EXCEPT the South 225.00 feet thereof.

PARCEL 10:

The Northeast 1/4 of the Southwest 1/4 of Section 14, Township 24 South, Range 26 East, Lake County, Florida.

Exhibit B

[Add FY 2023/2024 budget]

**PACIFIC ACE
COMMUNITY DEVELOPMENT DISTRICT
ADOPTED BUDGET
FISCAL YEAR 2024**

**PACIFIC ACE
COMMUNITY DEVELOPMENT DISTRICT
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**PACIFIC ACE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2024**

| | Fiscal Year 2023 | | | Total Actual & Projected | Adopted Budget FY 2024 | Build-out |
|--|------------------------------|--------------------------------|-----------------------------------|--------------------------------|------------------------------|------------|
| | Adopted Budget FY 2023 | Actual through 3/31/2023 | Projected through 9/30/2023 | | | |
| REVENUES | | | | | | |
| Assessment levy: on-roll - gross | \$ 15,850 | | | | \$ 220,841 | \$ 644,213 |
| Allowable discounts (4%) | (634) | | | | (8,834) | (25,769) |
| Assessment levy: on-roll - net | 15,216 | \$ 14,577 | \$ 639 | \$ 15,216 | 212,007 | 618,444 |
| Landowner contribution | 338,178 | - | 228,241 | 228,241 | 313,164 | - |
| Lot closing assessments | - | 47,594 | - | 47,594 | - | - |
| Total revenues | 353,394 | 62,171 | 228,880 | 291,051 | 525,171 | 618,444 |
| EXPENDITURES | | | | | | |
| Professional & administrative | | | | | | |
| Management/accounting/recording | 48,000 | 24,000 | 24,000 | 48,000 | 48,000 | 48,000 |
| Legal | 15,000 | 2,841 | 12,159 | 15,000 | 15,000 | 15,000 |
| Engineering | 3,000 | 1,038 | 1,962 | 3,000 | 3,000 | 3,000 |
| Audit | 5,500 | - | 5,500 | 5,500 | 5,500 | 5,500 |
| Arbitrage rebate calculation | 750 | - | 750 | 750 | 750 | 750 |
| Dissemination agent | 1,000 | 500 | 500 | 1,000 | 1,000 | 1,000 |
| Trustee | 5,000 | - | 5,000 | 5,000 | 5,000 | 5,000 |
| Telephone | 200 | 100 | 100 | 200 | 200 | 200 |
| Postage | 500 | 139 | 361 | 500 | 500 | 500 |
| Printing & binding | 500 | 250 | 250 | 500 | 500 | 500 |
| Legal advertising | 1,500 | 391 | 1,109 | 1,500 | 1,500 | 1,500 |
| Annual special district fee | 175 | 175 | - | 175 | 175 | 175 |
| Insurance | 5,500 | 6,339 | - | 6,339 | 6,500 | 6,500 |
| Contingencies/bank charges | 500 | 185 | 315 | 500 | 500 | 500 |
| Website hosting & maintenance | 705 | 705 | - | 705 | 705 | 705 |
| Website ADA compliance | 210 | 210 | - | 210 | 210 | 210 |
| Tax collector | 476 | 291 | 185 | 476 | 6,625 | 19,326 |
| Total professional & administrative | 88,516 | 37,164 | 52,191 | 89,355 | 95,665 | 108,366 |
| Operations and Maintenance | | | | | | |
| Management and administration | | | | | | |
| Contingency | 1,350 | - | 1,350 | 1,350 | 1,350 | 1,521 |
| Licenses/taxes/permits | 500 | - | 500 | 500 | 500 | 500 |
| O&M accounting services | 4,500 | - | 4,500 | 4,500 | 4,500 | 5,500 |
| Insurance (property coverage only) | 3,500 | - | 3,500 | 3,500 | 3,500 | 5,000 |
| Management services | 17,500 | 12,000 | 5,500 | 17,500 | 32,940 | 32,940 |
| Postage | 500 | - | 500 | 500 | 500 | 800 |
| Office supplies/printing binding | 2,250 | - | 2,250 | 2,250 | 2,250 | 3,500 |
| General administrative | 2,250 | - | 2,250 | 2,250 | 2,250 | 3,000 |
| Grounds/building maintenance | | | | | | |
| General maintenance | 5,000 | - | 5,000 | 5,000 | 5,000 | 8,000 |
| Irrigation repairs | 3,500 | - | 3,500 | 3,500 | 3,500 | 4,500 |
| Landscape contract | 65,000 | 32,150 | 32,850 | 65,000 | 85,000 | 120,000 |
| Landscaping extras - replacement, mulch, annuals | 12,500 | - | 12,500 | 12,500 | 20,000 | 22,000 |
| Tree trimming | 2,500 | - | 2,500 | 2,500 | 2,500 | 4,000 |
| Pressure washing | 4,000 | - | 4,000 | 4,000 | 4,000 | 7,000 |
| Aquatic maintenance/monitoring | 10,000 | 2,370 | 7,630 | 10,000 | 14,000 | 16,500 |
| Fence/wall/lighting repairs | 2,000 | - | 2,000 | 2,000 | 2,000 | 2,000 |

**PACIFIC ACE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2024**

| | Fiscal Year 2023 | | | Total Actual & Projected | Adopted Budget FY 2024 | Build-out |
|---|------------------------------|--------------------------------|-----------------------------------|--------------------------------|------------------------------|-----------|
| | Adopted Budget FY 2023 | Actual through 3/31/2023 | Projected through 9/30/2023 | | | |
| Operations and Maintenance (continued) | | | | | | |
| Recreational - amenity | | | | | | |
| Insurance amenity | 2,083 | - | - | - | 4,500 | 4,500 |
| Facility management | 9,167 | - | - | - | 22,000 | 22,000 |
| Office supplies/operating supplies | 292 | - | - | - | 700 | 700 |
| Special events | 2,400 | - | - | - | 3,000 | 3,000 |
| Holiday decorations | 1,667 | - | - | - | 3,000 | 3,000 |
| Electric - amenity | 4,167 | - | - | - | 10,000 | 10,000 |
| Domestic water / sewer - amenity | 2,500 | - | - | - | 6,000 | 6,000 |
| Irrigation reclaimed - amenity | 2,500 | - | - | - | 6,000 | 6,000 |
| Telephone/cable/internet - amenity | 1,250 | - | - | - | 3,000 | 3,000 |
| Pool/cabana general maintenance | 1,458 | - | - | - | 4,500 | 4,500 |
| Playground maintenance | 625 | - | - | - | 1,500 | 1,500 |
| Pool permits/licenses | 333 | - | - | - | 800 | 800 |
| Pool service contract | 7,500 | - | - | - | 18,000 | 18,000 |
| Pool repairs/maintenance | 625 | - | - | - | 1,500 | 1,500 |
| Janitorial service contract | 4,250 | - | - | - | 10,200 | 10,200 |
| Refuse - pet station service contract | 1,500 | 1,500 | - | 1,500 | 6,000 | 9,600 |
| Landscape maintenance | 7,500 | - | - | - | 18,000 | 18,000 |
| Landscape seasonal (annuals & mulch) | 2,000 | - | - | - | 4,800 | 4,800 |
| Landscape contingency | 1,667 | - | - | - | 4,000 | 4,000 |
| Field management/administrative | 5,000 | - | - | - | 12,000 | 12,000 |
| Fitness equipment lease (if applicable) | 2,500 | - | - | - | 4,000 | 4,000 |
| Fitness equipment repairs | 625 | - | - | - | 1,200 | 1,200 |
| Termite bond / pest control | 583 | - | - | - | 1,400 | 1,400 |
| Security | | | | | | |
| Alarm monitoring | 417 | - | - | - | 1,000 | 1,000 |
| Electronic access cards | 292 | - | - | - | 700 | 700 |
| Surveillance services | 1,000 | - | - | - | 2,400 | 2,400 |
| Maintenance | 1,250 | - | - | - | 5,000 | 5,000 |
| ASCAP/BMI licenses | 396 | - | - | - | 950 | 950 |

**PACIFIC ACE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2024**

| | Fiscal Year 2023 | | | Total Actual & Projected | Adopted Budget FY 2024 | Build-out |
|--|------------------------------|--------------------------------|-----------------------------------|--------------------------------|------------------------------|----------------|
| | Adopted Budget FY 2023 | Actual through 3/31/2023 | Projected through 9/30/2023 | | | |
| Utilities | | | | | | |
| Electric - common areas/irrigation meters | 4,800 | - | 4,800 | 4,800 | 4,800 | 4,800 |
| Electric - lift station | 3,600 | - | 3,600 | 3,600 | 3,600 | 3,600 |
| Electric - street lights | 8,000 | 2,776 | 5,224 | 8,000 | 15,000 | 27,000 |
| Irrigation - common areas | 45,000 | 10,297 | 34,703 | 45,000 | 40,000 | 50,000 |
| Total field operations | <u>263,797</u> | <u>61,093</u> | <u>138,657</u> | <u>199,750</u> | <u>403,340</u> | <u>481,911</u> |
| Total expenditures | <u>352,313</u> | <u>98,257</u> | <u>190,848</u> | <u>289,105</u> | <u>499,005</u> | <u>590,277</u> |
| Excess/(deficiency) of revenues over/(under) expenditures | 1,081 | (36,086) | 38,032 | 1,946 | 26,166 | 28,167 |
| Fund balance - beginning (unaudited) | - | (16) | (36,102) | (16) | 1,930 | |
| Fund balance - ending (projected) | | | | | | |
| Assigned | | | | | | |
| Future repairs ¹ | | | | | | |
| Working capital | - | - | - | - | - | - |
| Irrigation system and wells | - | - | - | - | 1,000 | 3,000 |
| Monument signage/entry hardscape | 268 | 268 | 536 | 536 | 7,536 | 7,000 |
| Pool/deck/pool equipment/cabana | 318 | 318 | 636 | 636 | 8,969 | 8,333 |
| Fencing/pavilions | 96 | 96 | 192 | 192 | 2,692 | 2,500 |
| Playground | 129 | 129 | 258 | 258 | 3,591 | 3,333 |
| Amenity parking lot | 154 | 154 | 308 | 308 | 4,308 | 4,000 |
| Unassigned | 116 | (37,067) | - | - | - | - |
| Fund balance - ending | <u>\$ 1,081</u> | <u>\$(36,102)</u> | <u>\$ 1,930</u> | <u>\$ 1,930</u> | <u>\$ 28,096</u> | |

* These items are not the aggregate ending fund balance, but rather represent the annual contributions for the same at build-out.

| Unit Type | Units | ERU | Total ERU | Build-out Cost per Unit | Build-out On-Roll Assessment per Unit* |
|--------------|------------|------|---------------|-------------------------------|---|
| SF 40' | 256 | 1.00 | 256.00 | \$ 1,091.29 | \$ 1,173.43 |
| SF 50' | 293 | 1.00 | 293.00 | 1,091.29 | 1,173.43 |
| Total | <u>549</u> | | <u>549.00</u> | | |

* Includes county costs of collection and early payment discount allowance

| Future repairs ¹ | Life | Total to Amass | per yr |
|----------------------------------|------|-------------------|---------------|
| Irrigation system and wells | 10 | 30,000 | 3,000 |
| Monument signage/entry hardscape | 10 | 70,000 | 7,000 |
| Pool/deck/pool equipment/cabana | 15 | 124,995 | 8,333 |
| Fencing/pavilions | 10 | 25,000 | 2,500 |
| Playground | 15 | 49,995 | 3,333 |
| Amenity parking lot | 15 | 60,000 | 4,000 |
| Total | | <u>359,990</u> | <u>28,166</u> |

**PACIFIC ACE
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES

Professional & administrative

Management/accounting/recording \$ 48,000

Wrathell, Hunt and Associates, LLC (WHA), specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all of the District's governmental requirements. WHA develops financing programs, administers the issuance of tax exempt bond financings, operates and maintains the assets of the community.

Legal 15,000

General counsel and legal representation, which includes issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.

Engineering 3,000

The District's Engineer will provide construction and consulting services, to assist the District in crafting sustainable solutions to address the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.

Audit 5,500

Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.

Arbitrage rebate calculation 750

To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.

Dissemination agent 1,000

The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934. Wrathell, Hunt & Associates serves as dissemination agent.

Telephone 200

Telephone and fax machine.

Postage 500

Mailing of agenda packages, overnight deliveries, correspondence, etc.

Printing & binding 500

Letterhead, envelopes, copies, agenda packages

Legal advertising 1,500

The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.

Annual special district fee 175

Annual fee paid to the Florida Department of Economic Opportunity.

Insurance 6,500

The District will obtain public officials and general liability insurance.

Contingencies/bank charges 500

Bank charges and other miscellaneous expenses incurred during the year and automated AP routing etc.

Website hosting & maintenance 705

Website ADA compliance 210

Operations and Maintenance

Management and administration

Contingency 1,350

Licenses/taxes/permits 500

**PACIFIC ACE
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES (continued)

| | |
|--|--------------------------|
| O&M accounting services | 4,500 |
| Insurance (property coverage only) | 3,500 |
| Management services | 32,940 |
| Postage | 500 |
| Office supplies/printing binding | 2,250 |
| General administrative | 2,250 |
| Grounds/building maintenance | |
| General maintenance | 5,000 |
| Irrigation repairs | 3,500 |
| Landscape contract | 85,000 |
| Landscaping extras - replacement, mulch, annuals | 20,000 |
| Tree trimming | 2,500 |
| Pressure washing | 4,000 |
| Aquatic maintenance/monitoring | 14,000 |
| Fence/wall/lighting repairs | 2,000 |
| Recreational - amenity | |
| Insurance amenity | 4,500 |
| Facility management | 22,000 |
| Office supplies/operating supplies | 700 |
| Special events | 3,000 |
| Holiday decorations | 3,000 |
| Electric - amenity | 10,000 |
| Domestic water / sewer - amenity | 6,000 |
| Irrigation reclaimed - amenity | 6,000 |
| Telephone/cable/internet - amenity | 3,000 |
| Pool/cabana general maintenance | 4,500 |
| Playground maintenance | 1,500 |
| Pool permits/licenses | 800 |
| Pool service contract | 18,000 |
| Pool repairs/maintenance | 1,500 |
| Janitorial service contract | 10,200 |
| Refuse - pet station service contract | 6,000 |
| Landscape maintenance | 18,000 |
| Landscape seasonal (annuals & mulch) | 4,800 |
| Landscape contingency | 4,000 |
| Field management/administrative | 12,000 |
| Fitness equipment lease (if applicable) | 4,000 |
| Fitness equipment repairs | 1,200 |
| Termite bond / pest control | 1,400 |
| Security | |
| Alarm monitoring | 1,000 |
| Electronic access cards | 700 |
| Surveillance services | 2,400 |
| Maintenance | 5,000 |
| ASCAP/BMI licenses | 950 |
| Utilities | |
| Electric - common areas/irrigation meters | 4,800 |
| Electric - lift station | 3,600 |
| Electric - street lights | 15,000 |
| Irrigation - common areas | 40,000 |
| Total expenditures | <u><u>\$ 499,005</u></u> |

**PACIFIC ACE
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND SERIES 2022 BOND BUDGET
FISCAL YEAR 2024**

| | Fiscal Year 2023 | | | | Adopted Budget FY 2024 |
|---|------------------------------|--------------------------------|---------------------------------|--------------------------------|------------------------------|
| | Adopted Budget FY 2023 | Actual through 3/31/2023 | Project through 9/30/2023 | Total Projected & Actual | |
| REVENUES | | | | | |
| Assessment levy: on-roll | \$ 27,809 | | | | \$ 274,167 |
| Allowable discounts (4%) | (1,112) | | | | (10,967) |
| Net assessment levy - on-roll | 26,697 | \$ 25,581 | \$ 1,116 | \$ 26,697 | 263,200 |
| Assessment levy: off-roll | 229,113 | 171,835 | 57,278 | 229,113 | - |
| Interest | - | 5,468 | - | 5,468 | - |
| Total revenues | 255,810 | 202,884 | 58,394 | 261,278 | 263,200 |
| EXPENDITURES | | | | | |
| Debt service | | | | | |
| Principal | 80,000 | - | 80,000 | 80,000 | 80,000 |
| Interest | 184,349 | 96,331 | 88,018 | 184,349 | 173,316 |
| Tax collector | 834 | 512 | 322 | 834 | 8,225 |
| Total expenditures | 265,183 | 96,843 | 168,340 | 265,183 | 261,541 |
| Excess/(deficiency) of revenues over/(under) expenditures | (9,373) | 106,041 | (109,946) | (3,905) | 1,659 |
| OTHER FINANCING SOURCES/(USES) | | | | | |
| Transfer out | - | (2,021) | 2,021 | - | - |
| Total other financing sources/(uses) | - | (2,021) | 2,021 | - | - |
| Fund balance: | | | | | |
| Net increase/(decrease) in fund balance | (9,373) | 104,020 | (107,925) | (3,905) | 1,659 |
| Beginning fund balance (unaudited) | - | 219,202 | 323,222 | 219,202 | 215,297 |
| Ending fund balance (projected) | \$ (9,373) | \$ 323,222 | \$ 215,297 | \$ 215,297 | 216,956 |
| Use of fund balance: | | | | | |
| Debt service reserve account balance (required) | | | | | (127,488) |
| Interest expense - November 1, 2024 | | | | | (85,298) |
| Projected fund balance surplus/(deficit) as of September 30, 2024 | | | | | \$ 4,170 |

**PACIFIC ACE
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2022 BOND AMORTIZATION SCHEDULE**

| | Principal | Coupon Rate | Interest | Debt Service | Bond Balance |
|----------|------------------|--------------------|-----------------|---------------------|---------------------|
| | | | | | 4,325,000.00 |
| 11/01/22 | | | 96,330.95 | 96,330.95 | 4,325,000.00 |
| 05/01/23 | 80,000.00 | 3.400% | 88,018.13 | 168,018.13 | 4,245,000.00 |
| 11/01/23 | | | 86,658.13 | 86,658.13 | 4,245,000.00 |
| 05/01/24 | 80,000.00 | 3.400% | 86,658.13 | 166,658.13 | 4,165,000.00 |
| 11/01/24 | | | 85,298.13 | 85,298.13 | 4,165,000.00 |
| 05/01/25 | 85,000.00 | 3.400% | 85,298.13 | 170,298.13 | 4,080,000.00 |
| 11/01/25 | | | 83,853.13 | 83,853.13 | 4,080,000.00 |
| 05/01/26 | 85,000.00 | 3.400% | 83,853.13 | 168,853.13 | 3,995,000.00 |
| 11/01/26 | | | 82,408.13 | 82,408.13 | 3,995,000.00 |
| 05/01/27 | 90,000.00 | 3.400% | 82,408.13 | 172,408.13 | 3,905,000.00 |
| 11/01/27 | | | 80,878.13 | 80,878.13 | 3,905,000.00 |
| 05/01/28 | 95,000.00 | 3.750% | 80,878.13 | 175,878.13 | 3,810,000.00 |
| 11/01/28 | | | 79,096.88 | 79,096.88 | 3,810,000.00 |
| 05/01/29 | 95,000.00 | 3.750% | 79,096.88 | 174,096.88 | 3,715,000.00 |
| 11/01/29 | | | 77,315.63 | 77,315.63 | 3,715,000.00 |
| 05/01/30 | 100,000.00 | 3.750% | 77,315.63 | 177,315.63 | 3,615,000.00 |
| 11/01/30 | | | 75,440.63 | 75,440.63 | 3,615,000.00 |
| 05/01/31 | 105,000.00 | 3.750% | 75,440.63 | 180,440.63 | 3,510,000.00 |
| 11/01/31 | | | 73,471.88 | 73,471.88 | 3,510,000.00 |
| 05/01/32 | 110,000.00 | 3.750% | 73,471.88 | 183,471.88 | 3,400,000.00 |
| 11/01/32 | | | 71,409.38 | 71,409.38 | 3,400,000.00 |
| 05/01/33 | 110,000.00 | 4.125% | 71,409.38 | 181,409.38 | 3,290,000.00 |
| 11/01/33 | | | 69,140.63 | 69,140.63 | 3,290,000.00 |
| 05/01/34 | 115,000.00 | 4.125% | 69,140.63 | 184,140.63 | 3,175,000.00 |
| 11/01/34 | | | 66,768.75 | 66,768.75 | 3,175,000.00 |
| 05/01/35 | 120,000.00 | 4.125% | 66,768.75 | 186,768.75 | 3,055,000.00 |
| 11/01/35 | | | 64,293.75 | 64,293.75 | 3,055,000.00 |
| 05/01/36 | 125,000.00 | 4.125% | 64,293.75 | 189,293.75 | 2,930,000.00 |
| 11/01/36 | | | 61,715.63 | 61,715.63 | 2,930,000.00 |
| 05/01/37 | 130,000.00 | 4.125% | 61,715.63 | 191,715.63 | 2,800,000.00 |
| 11/01/37 | | | 59,034.38 | 59,034.38 | 2,800,000.00 |
| 05/01/38 | 135,000.00 | 4.125% | 59,034.38 | 194,034.38 | 2,665,000.00 |
| 11/01/38 | | | 56,250.00 | 56,250.00 | 2,665,000.00 |
| 05/01/39 | 145,000.00 | 4.125% | 56,250.00 | 201,250.00 | 2,520,000.00 |
| 11/01/39 | | | 53,259.38 | 53,259.38 | 2,520,000.00 |
| 05/01/40 | 150,000.00 | 4.125% | 53,259.38 | 203,259.38 | 2,370,000.00 |
| 11/01/40 | | | 50,165.63 | 50,165.63 | 2,370,000.00 |
| 05/01/41 | 155,000.00 | 4.125% | 50,165.63 | 205,165.63 | 2,215,000.00 |
| 11/01/41 | | | 46,968.75 | 46,968.75 | 2,215,000.00 |
| 05/01/42 | 160,000.00 | 4.125% | 46,968.75 | 206,968.75 | 2,055,000.00 |
| 11/01/42 | | | 43,668.75 | 43,668.75 | 2,055,000.00 |
| 05/01/43 | 170,000.00 | 4.250% | 43,668.75 | 213,668.75 | 1,885,000.00 |
| 11/01/43 | | | 40,056.25 | 40,056.25 | 1,885,000.00 |
| 05/01/44 | 175,000.00 | 4.250% | 40,056.25 | 215,056.25 | 1,710,000.00 |
| 11/01/44 | | | 36,337.50 | 36,337.50 | 1,710,000.00 |
| 05/01/45 | 185,000.00 | 4.250% | 36,337.50 | 221,337.50 | 1,525,000.00 |
| 11/01/45 | | | 32,406.25 | 32,406.25 | 1,525,000.00 |
| 05/01/46 | 190,000.00 | 4.250% | 32,406.25 | 222,406.25 | 1,335,000.00 |
| 11/01/46 | | | 28,368.75 | 28,368.75 | 1,335,000.00 |
| 05/01/47 | 200,000.00 | 4.250% | 28,368.75 | 228,368.75 | 1,135,000.00 |
| 11/01/47 | | | 24,118.75 | 24,118.75 | 1,135,000.00 |

**PACIFIC ACE
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2022 BOND AMORTIZATION SCHEDULE**

| | Principal | Coupon Rate | Interest | Debt Service | Bond Balance |
|--------------|---------------------|--------------------|---------------------|---------------------|---------------------|
| 05/01/48 | 210,000.00 | 4.250% | 24,118.75 | 234,118.75 | 925,000.00 |
| 11/01/48 | | | 19,656.25 | 19,656.25 | 925,000.00 |
| 05/01/49 | 220,000.00 | 4.250% | 19,656.25 | 239,656.25 | 705,000.00 |
| 11/01/49 | | | 14,981.25 | 14,981.25 | 705,000.00 |
| 05/01/50 | 225,000.00 | 4.250% | 14,981.25 | 239,981.25 | 480,000.00 |
| 11/01/50 | | | 10,200.00 | 10,200.00 | 480,000.00 |
| 05/01/51 | 235,000.00 | 4.250% | 10,200.00 | 245,200.00 | 245,000.00 |
| 11/01/51 | | | 5,206.25 | 5,206.25 | 245,000.00 |
| 05/01/52 | 245,000.00 | 4.250% | 5,206.25 | 250,206.25 | - |
| 11/01/52 | | | - | - | - |
| Total | 4,325,000.00 | | 3,341,202.98 | 7,666,202.98 | |

**PACIFIC ACE
COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT COMPARISON
PROJECTED FISCAL YEAR 2024 ASSESSMENTS**

| |
|----------------------------|
| On-roll Assessments |
|----------------------------|

| <u>Unity Type</u> | <u>Units</u> | <u>FY 2024 O&M Assessment per Unit</u> | <u>FY 2024 DS Assessment per Unit</u> | <u>FY 2024 Total Assessment per Unit</u> | <u>FY 2023 Total Assessment per Unit</u> |
|------------------------------|--------------|--|---|--|--|
| <u>Phases 1 and 2</u> | | | | | |
| SF 40' | 121 | \$ 964.37 | \$ 1,137.62 | \$ 2,101.99 | \$ 1,826.73 |
| SF 50' | 108 | 964.37 | 1,264.02 | 2,228.39 | 1,953.13 |
| | 229 | | | | |

| |
|------------------------------------|
| Developer Contribution (GF) |
|------------------------------------|

| <u>Unity Type</u> | <u>Units</u> | <u>FY 2024 O&M</u> | <u>FY 2024 DS</u> | <u>FY 2024 Total</u> | <u>FY 2023 Total</u> |
|-----------------------------|--------------|------------------------|-------------------|----------------------|----------------------|
| <u>Future Phases</u> | | | | | |
| SF 40' | 135 | Dev Contribution | \$ - | \$ - | n/a |
| SF 50' | 185 | Dev Contribution | - | - | n/a |
| | 320 | | | | |
| Grand Total | 549 | | | | |

PACIFIC ACE

COMMUNITY DEVELOPMENT DISTRICT

13



KILINSKI | VAN WYK

MEMORANDUM

To: Board of Supervisors

From: Kilinski | Van Wyk PLLC

Date: January 5, 2024

Re: Updates and Reminders: Ethics Training for Special District Supervisors and Form 1

As a follow up to our communication in July of 2023, the purpose of this memorandum is to remind our clients of new ethics training requirements applicable to Special District Supervisors. This requirement is the result of changes to Section 112.3142, *Florida Statutes*, which were passed during the 2023 Legislative Session. **The new requirements will apply in 2024.**

What is required and when is the deadline?

Supervisors will be required to complete four (4) hours of training each calendar year. For those Supervisors seated on or before March 31, 2024, the four hours of training must be completed by December 31, 2024. For new Supervisors seated after March 31, 2024, training must be completed by December 31, 2025. The training must address, at a minimum, Article II of the State Constitution, the Code of Ethics for Public Officers and Employees, and Florida's public records and open meetings laws. It may be completed by taking a continuing legal education class or other continuing professional education class, seminar, or presentation, if the required information is covered. Compliance will be reported on Form 1 each year.

Where can I find training materials?

The Florida Commission on Ethics has provided links to on-demand courses on their Ethics Training web page: <https://ethics.state.fl.us/Training/Training.aspx>. There are also many courses – both free and for a charge – available online and in-person. Kilinski | Van Wyk will be offering customized training sessions for existing clients upon request. If you have questions about whether a particular course meets the requirements, or if you would like to request a customized training session, please consult your Kilinski | Van Wyk attorney. There may also be the ability to include training within your existing Board meeting schedule.

Form 1 Submittal Changes.

Beginning January 1, 2024, Form 1 will no longer be filed with your local Supervisor of Elections office. Instead, all Form 1s will be filed electronically with the Commission on Ethics. Please see detailed directions on filing here: <https://ethics.state.fl.us/>. Please note that Special District Supervisors are not required to file Form 6.

PACIFIC ACE

COMMUNITY DEVELOPMENT DISTRICT

14A

FIRST AMENDMENT TO WATERWAY MAINTENANCE AGREEMENT

THIS FIRST AMENDMENT TO WATERWAY MAINTENANCE AGREEMENT ("First Amendment") is made and entered into by and between **PACIFIC ACE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, *Florida Statutes* ("**District**"), and **AQUATIC WEED CONTROL, INC.**, a Florida for profit corporation ("**Contractor**," and together with the District, "**Parties**").

RECITALS

WHEREAS, the Parties entered into the Waterway Maintenance Agreement, dated May 2nd, 2023, and incorporated herein by reference; and

WHEREAS, the Contractor proposes to amend **Exhibit A** of the Waterway Maintenance Agreement to include additional provisions related to the additional maintenance areas; and

WHEREAS, the District is willing to grant the Contractor's request, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree to amend the Waterway Maintenance Agreement as follows:

- 1. Section 2 of the Waterway Maintenance Agreement is hereby amended as follows:**

SECTION 2. CONTRACTOR'S OBLIGATION.

Exhibit A1 is attached hereto and incorporated herein. Exhibit A1 is intended to replace Exhibit A of the Waterway Maintenance Agreement in its entirety. To the extent the Waterway Maintenance Agreement references Exhibit A, such references shall herein be read to refer to Exhibit A1.

- 2. No Other Modifications.**

Except as otherwise expressly provided for herein, the Waterway Maintenance Agreement shall continue in full force and effect.

[Signatures on following pages]

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

PACIFIC ACE COMMUNITY DEVELOPMENT DISTRICT

Kristen Suit
Secretary/Assistant Secretary

By: Steph McLean
Steph McLean Chairman

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 21st day of November, 2023, by Steph McLean as Chairman for PACIFIC ACE COMMUNITY DEVELOPMENT DISTRICT, who is personally known or produced _____ as identification and who being duly sworn, deposes and says that the aforementioned is true and correct to his or her best knowledge.



Miraida Lare
Notary Public Commission:

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 21st day of November, 2023, by Kristen Suit as Secretary/Assistant Secretary of the Board of Supervisors for PACIFIC ACE COMMUNITY DEVELOPMENT DISTRICT, who is personally known or produced _____ as identification and who being duly sworn, deposes and says that the aforementioned is true and correct to his or her best knowledge.

[SEAL]

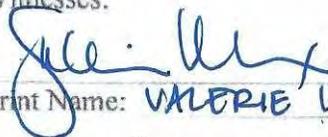
Daphne Gillyard
Notary Public Commission



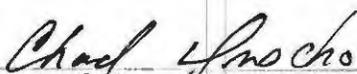
DAPHNE GILLYARD
Notary Public
State of Florida
Comm# HH390392
Expires 8/20/2027

AQUATIC WEED CONTROL, INC.

Witnesses:


Print Name: VALERIE WALKER

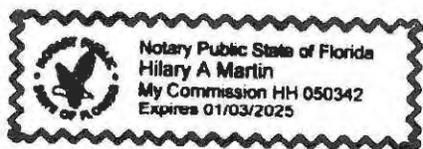

Print Name: Chris Snider

By: 
Name: Chad Incho
Title: Business Developer

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 21 day of NOV, 2023 by CHAD INSCHO as SALES ESTIMATOR of AQUATIC WEED CONTROL, INC., a Florida profit corporation, who is personally known or produced _____ as identification and who being duly sworn, deposes and says that the aforementioned is true and correct to his or her best knowledge.

[SEAL]




Notary Public Commission:

EXHIBIT A-1
Scope of Services & Maintenance Areas



Aquatic Weed Control, Inc.

Your **CLEAR** Choice in Waterway Management Since 1992

THIS AGREEMENT made the date set forth below, by and between **Aquatic Weed Control, Inc.** hereinafter called "AWC", and

Pacific Ace CDD
C/O Empire Management Group
770 Almond Street
Clermont, FL 34711
Mike & Jorge 352-227-2100

One year: 3/1/22-2/28/23*

Hereinafter called "**CUSTOMER**". The parties hereto agree as follows:

AWC agrees to maintain the following waterway(s)/treatment area(s) in accordance with the terms and conditions of this agreement.

4 Ponds associated with The Sanctuary- Pacific Ace CDD

CUSTOMER agrees to pay **AWC** in the following amount and manner:

- | | |
|---|---------------------|
| - Shoreline grass and brush control | \$ 395.00 (monthly) |
| - Floating & Submersed vegetation | \$ Included |
| - Additional treatments as required by AWC | \$ Included |
| - A monthly report of all waterways treated | \$ Included |

Total monthly investment **\$ 395.00**

Scheduled treatments will provided on a monthly basis (approximately once every 30 days)

Payments for this service will be made in equal and consecutive monthly installments, each due within 30 days of the invoice date. Unpaid invoices will accrue interest at 1.5% per month.

AWC maintains 2 million dollars general liability, 1 million dollars commercial auto, professional liability, pollution liability, herbicide/pesticide operations, workers compensation and 5 million dollars excess umbrella. Certificates will be provided upon request.

ACCEPTANCE OF AGREEMENT

Chad Inscho 2/24/22

Aquatic Weed Control, Inc.

Stephen McQueen *Chairman*
Customer's Signature Title

Stephen McQueen 2/25/2022
Print Signature Date

Print Company Name



Aquatic Weed Control, Inc.

Your **CLEAR** Choice in Waterway Management Since 1992

Addendum to Water Management Agreement

1. AWC's Water Management Agreement will be conducted in a manner consistent with good water management practice utilizing the following methods and techniques when applicable: Periodic treatments to maintain reasonable control of excessive growth of aquatic vegetation. CUSTOMER understands that some vegetation is required in any body of water to maintain a balanced aquatic ecological system.
2. It is CUSTOMER'S responsibility to notify AWC of all work areas that are required mitigation areas in which desirable plants have been installed. AWC assumes no responsibility for damaged plants where CUSTOMER has failed to notify AWC.
3. Price quoted is null and void if not signed and returned within 30 days of proposal date.
4. Water use restrictions after treatment are not often required. When restrictions are required, AWC will notify CUSTOMER in writing of all restrictions that apply. AWC will not be held liable for damages resulting from CUSTOMER'S failure to follow water use restrictions.
5. AWC will not be responsible for the manual removal of dead vegetation such as cattails and grass which may take several seasons to decompose.
6. Neither party shall be responsible for damages, penalties or otherwise for any failure or delay in the performance of any obligations hereunder caused by strikes, riots, war, acts of God, accidents, governmental order and regulations, curtailment or other cause beyond its reasonable control and which, by the exercise of due diligence, it is unable to overcome.
7. * Upon the anniversary date, this agreement will be automatically extended for additional twelve (12) month periods unless CUSTOMER provides written notice stating otherwise.
8. Either party may cancel this agreement with 30 days prior written notice. Upon cancellation, all outstanding balances will be due in full. CUSTOMER agrees to notify AWC in writing prior to any changes in ownership or property management. Changes in ownership or property management will not constitute termination of this agreement.
9. AWC agrees to hold CUSTOMER harmless from any loss, damage or claims arising out of the sole negligence of AWC; however, AWC shall in no event be liable to CUSTOMER, or others, for indirect, special or consequential damages resulting from any cause beyond our control.
10. CUSTOMER agrees to pay AWC in a timely manner, consistent with the terms and conditions of this agreement. Should CUSTOMER fail to make timely payments, AWC may, at its option, charge interest, impose a collection charge and/or file a mechanics lien for all monies past due plus interest, collection costs and reasonable attorney's fees.
11. CUSTOMER agrees to pay any government imposed tax including sales tax.

ACCEPTANCE OF ADDENDUM

Chad Inscho 2/24/22

Aquatic Weed Control, Inc.


Customer's Signature

Date

2/25/2022



Aquatic Weed Control, Inc.

Your **CLEAR** Choice in Waterway Management Since 1992

THIS AGREEMENT made the date set forth below, by and between **Aquatic Weed Control, Inc.** hereinafter called "AWC", and

Pacific Ace CDD
C/O Empire Management Group
801 N Main Street
Kissimmee, Fl
Jorge 407-770-1748

One year: 5/1/23-4/30/24*

Hereinafter called "**CUSTOMER**". The parties hereto agree as follows:

AWC agrees to maintain the following waterway(s)/treatment area(s) in accordance with the terms and conditions of this agreement.

10 add on Ponds associated with The Sanctuary- Pacific Ace CDD

CUSTOMER agrees to pay **AWC** in the following amount and manner:

- | | |
|---|---------------------|
| · Shoreline grass and brush control | \$ 820.00 (monthly) |
| · Floating & Submersed vegetation | \$ Included |
| · Additional treatments as required by AWC | \$ Included |
| · A monthly report of all waterways treated | \$ Included |

Total monthly investment **\$ 820.00**

Scheduled treatments will be provided on a monthly basis (approximately once every 30 days)

Payments for this service will be made in equal and consecutive monthly installments, each due within 30 days of the invoice date. Unpaid invoices will accrue interest at 1.5% per month.

AWC maintains 2 million dollars general liability, 1 million dollars commercial auto, professional liability, pollution liability, herbicide/pesticide operations, workers compensation and 5 million dollars excess umbrella. Certificates will be provided upon request.

ACCEPTANCE OF AGREEMENT

Jorge
Aquatic Weed Control, Inc.

Customer's Signature Title

Print Signature Date

Print Company Name



Aquatic Weed Control, Inc.

Your **CLEAR** Choice in Waterway Management Since 1992

Addendum to Water Management Agreement

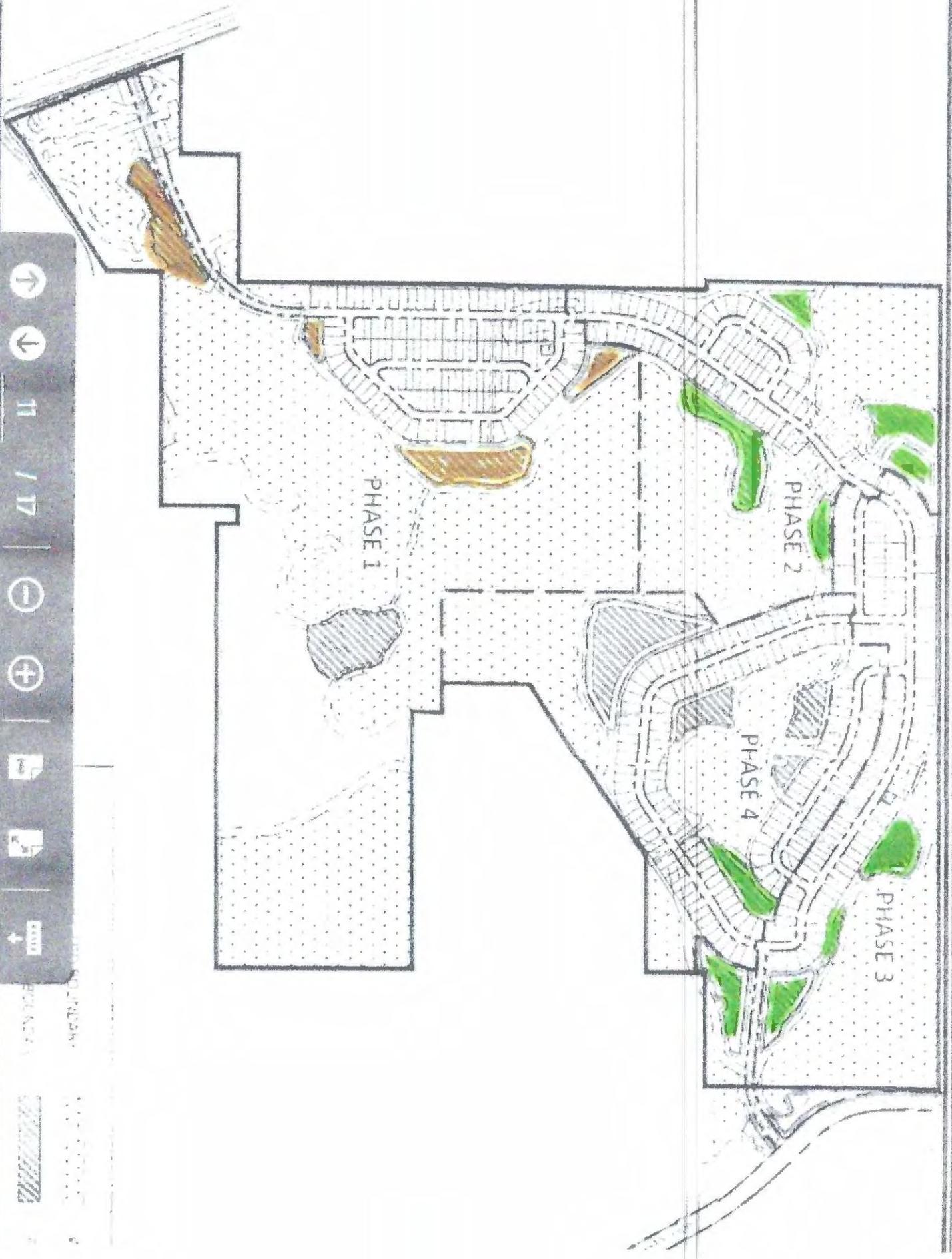
1. AWC's Water Management Agreement will be conducted in a manner consistent with good water management practice utilizing the following methods and techniques when applicable: Periodic treatments to maintain reasonable control of excessive growth of aquatic vegetation. CUSTOMER understands that some vegetation is required in any body of water to maintain a balanced aquatic ecological system.
2. It is CUSTOMER'S responsibility to notify AWC of all work areas that are required mitigation areas in which desirable plants have been installed. AWC assumes no responsibility for damaged plants where CUSTOMER has failed to notify AWC.
3. Price quoted is null and void if not signed and returned within 30 days of proposal date.
4. Water use restrictions after treatment are not often required. When restrictions are required, AWC will notify CUSTOMER in writing of all restrictions that apply. AWC will not be held liable for damages resulting from CUSTOMER'S failure to follow water use restrictions.
5. AWC will not be responsible for the manual removal of dead vegetation such as cattails and grass which may take several seasons to decompose.
6. Neither party shall be responsible for damages, penalties or otherwise for any failure or delay in the performance of any obligations hereunder caused by strikes, riots, war, acts of God, accidents, governmental order and regulations, curtailment or other cause beyond its reasonable control and which, by the exercise of due diligence, it is unable to overcome.
7. * Upon the anniversary date, this agreement will be automatically extended for additional twelve (12) month periods unless CUSTOMER provides written notice stating otherwise.
8. Either party may cancel this agreement with 30 days prior written notice. Upon cancellation, all outstanding balances will be due in full. CUSTOMER agrees to notify AWC in writing prior to any changes in ownership or property management. Changes in ownership or property management will not constitute termination of this agreement.
9. AWC agrees to hold CUSTOMER harmless from any loss, damage or claims arising out of the sole negligence of AWC; however, AWC shall in no event be liable to CUSTOMER, or others, for indirect, special or consequential damages resulting from any cause beyond our control.
10. CUSTOMER agrees to pay AWC in a timely manner, consistent with the terms and conditions of this agreement. Should CUSTOMER fail to make timely payments, AWC may, at its option, charge interest, impose a collection charge and/or file a mechanics lien for all monies past due plus interest, collection costs and reasonable attorney's fees.
11. CUSTOMER agrees to pay any government imposed tax including sales tax.

ACCEPTANCE OF ADDENDUM

Aquatic Weed Control, Inc.

Customer's Signature

Date





Aquatic Weed Control, Inc.

Your **CLEAR** Choice in Waterway Management Since 1992

THIS AGREEMENT made the date set forth below, by and between **Aquatic Weed Control, Inc.** hereinafter called "AWC", and

**Pacific Ace CDD
C/O Empire Management Group
801 N Main Street
Kissimmee, FL
Jorge 407-770-1748**

One year: 11/1/23-10/31/24*

Hereinafter called "**CUSTOMER**". The parties hereto agree as follows:

AWC agrees to maintain the following waterway(s)/treatment area(s) in accordance with the terms and conditions of this agreement.

4 add on Ponds Phase 4 associated with The Sanctuary- Pacific Ace CDD

CUSTOMER agrees to pay **AWC** in the following amount and manner:

- | | |
|---|---------------------|
| - Shoreline grass and brush control | \$ 399.00 (monthly) |
| - Floating & Submersed vegetation | \$ Included |
| - Additional treatments as required by AWC | \$ Included |
| - A monthly report of all waterways treated | \$ Included |

Total monthly investment \$ **399.00**

Scheduled treatments will be provided on a monthly basis (approximately once every 30 days)

Payments for this service will be made in equal and consecutive monthly installments, each due within 30 days of the invoice date. Unpaid invoices will accrue interest at 1.5% per month.

AWC maintains 2 million dollars general liability, 1 million dollars commercial auto, professional liability, pollution liability, herbicide/pesticide operations, workers compensation and 5 million dollars excess umbrella. Certificates will be provided upon request.

ACCEPTANCE OF AGREEMENT

Phil ... 10/27/23
Aquatic Weed Control, Inc.

Steph ... Chairman
Customer's Signature Title

Steph ... 11/6/23
Print Signature Date

Pacific Ace CDD
Print Company Name



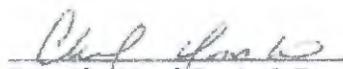
Aquatic Weed Control, Inc.

Your **CLEAR** Choice in Waterway Management Since 1992

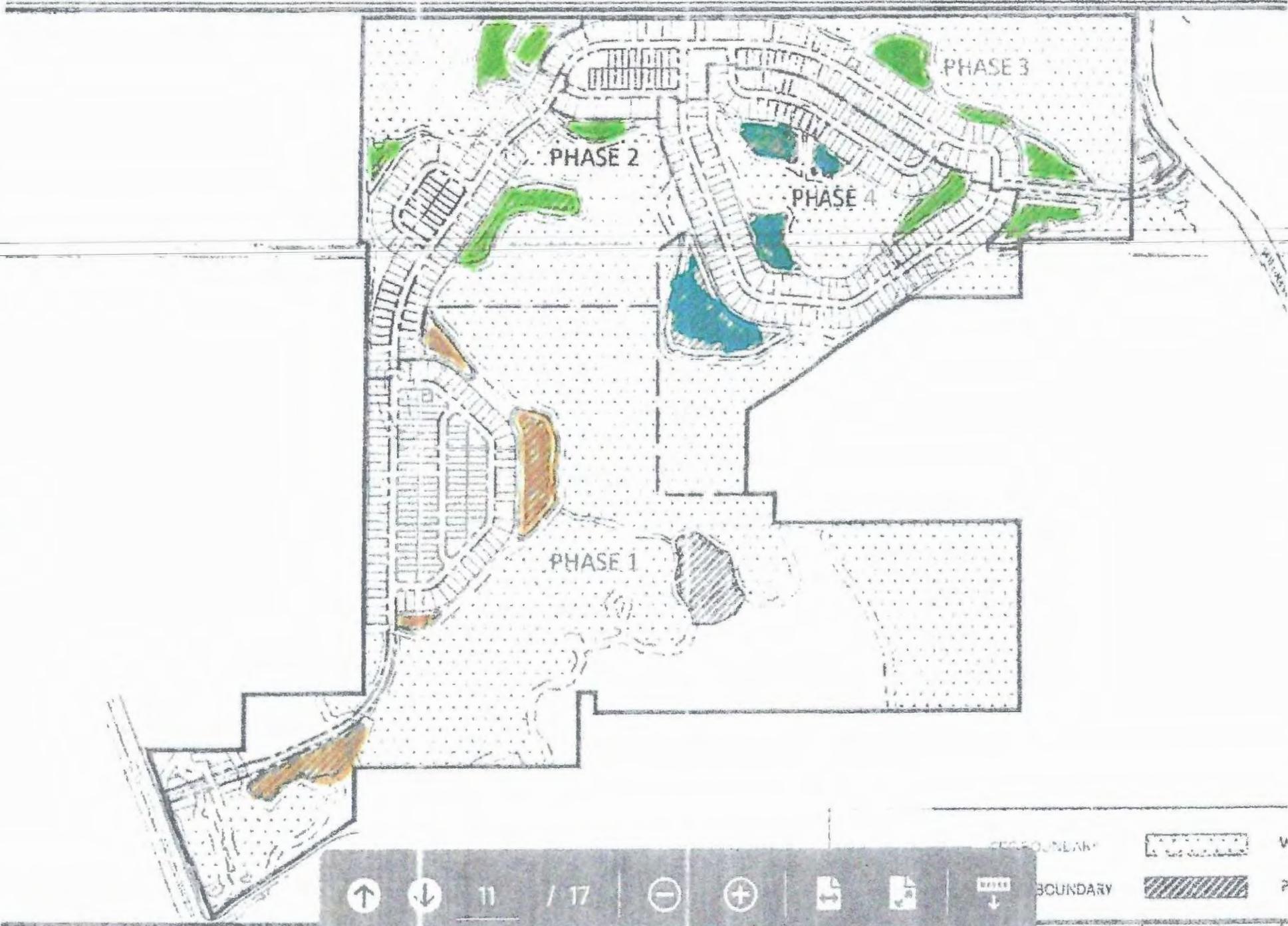
Addendum to Water Management Agreement

1. AWC's Water Management Agreement will be conducted in a manner consistent with good water management practice utilizing the following methods and techniques when applicable: Periodic treatments to maintain reasonable control of excessive growth of aquatic vegetation. CUSTOMER understands that some vegetation is required in any body of water to maintain a balanced aquatic ecological system.
2. It is CUSTOMER'S responsibility to notify AWC of all work areas that are required mitigation areas in which desirable plants have been installed. AWC assumes no responsibility for damaged plants where CUSTOMER has failed to notify AWC.
3. Price quoted is null and void if not signed and returned within 30 days of proposal date.
4. Water use restrictions after treatment are not often required. When restrictions are required, AWC will notify CUSTOMER in writing of all restrictions that apply. AWC will not be held liable for damages resulting from CUSTOMER'S failure to follow water use restrictions.
5. AWC will not be responsible for the manual removal of dead vegetation such as cattails and grass which may take several seasons to decompose.
6. Neither party shall be responsible for damages, penalties or otherwise for any failure or delay in the performance of any obligations hereunder caused by strikes, riots, war, acts of God, accidents, governmental order and regulations, curtailment or other cause beyond its reasonable control and which, by the exercise of due diligence, it is unable to overcome.
7. * Upon the anniversary date, this agreement will be automatically extended for additional twelve (12) month periods unless CUSTOMER provides written notice stating otherwise.
8. Either party may cancel this agreement with 30 days prior written notice. Upon cancellation, all outstanding balances will be due in full. CUSTOMER agrees to notify AWC in writing prior to any changes in ownership or property management. Changes in ownership or property management will not constitute termination of this agreement.
9. AWC agrees to hold CUSTOMER harmless from any loss, damage or claims arising out of the sole negligence of AWC; however, AWC shall in no event be liable to CUSTOMER, or others, for indirect, special or consequential damages resulting from any cause beyond our control.
10. CUSTOMER agrees to pay AWC in a timely manner, consistent with the terms and conditions of this agreement. Should CUSTOMER fail to make timely payments, AWC may, at its option, charge interest, impose a collection charge and/or file a mechanics lien for all monies past due plus interest, collection costs and reasonable attorney's fees.
11. CUSTOMER agrees to pay any government imposed tax including sales tax.

ACCEPTANCE OF ADDENDUM


Aquatic Weed Control, Inc. 10/27/23


Customer's Signature Date 11/4/23



| | | |
|----------|--|---|
| BOUNDARY | | V |
| BOUNDARY | | ? |

PACIFIC ACE
COMMUNITY DEVELOPMENT DISTRICT

14B

RESTATED ROADWAY CONNECTION AGREEMENT

January 26, 2023

This *Restated Roadway Connection Agreement* ("**Restated Agreement**") restates that prior *Agreement* between VK Avalon Groves LLC and American Land Development of Central Florida, LLC¹ and dated June 18, 2019 ("**Original Agreement**") and is by and among the following parties:

KB Home Orlando LLC, as successor in interest to American Land Development of Central Florida, LLC
c/o Stephen McConn and Kevin Bond
9102 Southpark Center Loop, Suite 100
Orlando, Florida 32819

-and-

VK Avalon Groves LLC
c/o James P. Harvey, Candice Smith and John Curtis
14025 Riveredge Drive, Suite 175
Tampa, Florida 33637

-and-

Avalon Groves Community Development District, as a new party
c/o Larry Krause
250 International Parkway, Suite 208
Lake Mary, Florida 32746

Recitals

WHEREAS, VK Avalon Groves LLC ("**VK Avalon**") and American Land Development of Central Florida, LLC ("**American Land**") previously entered into an Agreement on June 18, 2019 ("**Agreement**") addressing the construction of a vehicular and utility connection to Sawgrass Bay Boulevard and restoring any CDD impacted stormwater and wetland improvements (together, "**Connection**"), the plans for which include intersection improvements and signalization; and

WHEREAS, since the execution of the Agreement, KB Home Orlando LLC ("**KB Home**") has become the successor in interest to American Land's rights and obligations under the Agreement; and

WHEREAS, due to certain delays and changes in the permitting and construction of the Connection, VK Avalon and KB Home now desire to restate the Agreement, and include as a party

¹ American Land Development of Lake County, LLC appears at the top of the original Agreement, but American Land Development of Central Florida, LLC appears above the signature line. Only the latter entity appears to still be actively engaged in business in the State of Florida.

the Avalon Groves Community Development District ("**CDD**"), which had third party rights under the Agreement;

NOW THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to restate the Agreement as follows:

1. **Recitals.** The recitals above are incorporated herein by reference.
2. **KB Home Obligations.** KB Home shall have the following obligations:
 - a. KB Home shall be solely responsible for, and shall use reasonable efforts to complete, the following (together, "**Connection Project**"):
 - i. Obtain all necessary approvals for the Connection (e.g., St. Johns River Water Management District Environmental Resource Permit, County plan approval, right-of-way permit, etc.) ("**Approval Date**"); and
 - ii. Construct the Connection – including but not limited to construction of the Replacement Improvements (defined herein) – in accordance with the intersection plans entitled "Sawgrass Bay Boulevard Intersection" and dated November 9, 2022, and signalization plans entitled "Construction Plans / Sawgrass bay Boulevard and Sanctuary Drive / Signalization Plans" and dated August 30, 2021, and within the Milestones (defined herein) established herein.
 - b. There will be no community or marketing signage on CDD property at any time.
 - c. KB Home shall provide to the County a payment and performance bond ("**County Bond**") in the amount required by the County (and at least of the estimated cost of the Connection Project).
 - d. To the extent that the Connection Project impacts the CDD's existing stormwater pond and wetland area, KB Home agrees as part of the Connection Project to construct and convey to the CDD functionally equivalent stormwater ponds (e.g., with the same storage capacity) and wetland areas (together, "**Replacement Improvements**"), benefitting lands within the CDD and consistent with all applicable CDD operational stormwater and conservation permits and easements. At substantial completion of the Connection Project, KB Home and its engineer(s) and contractor(s) shall meet with CDD representatives to review the Connection Project, and KB Home shall address any punch list items reasonably requested by the CDD and prior to completion of the Connection Project.
 - e. KB Home hereby agrees to, among other things: (i) protect the CDD's property from damage related to the Connection Project, (ii) promptly address any purported liens that may be placed on the CDD's property, (iii) provide industry standard insurance in amounts reasonably

acceptable to the CDD and naming the CDD and its Supervisors, staff, and employees as additional insureds, (iv) indemnify, defend and hold harmless the CDD and its Supervisors, staff, and employees from all claims arising from the Connection Project, and (v) make the CDD a third party beneficiary of any construction contracts related to the Connection Project, including but not limited to all warranty, insurance, indemnification and other similar provisions thereunder, using the addendum attached hereto ("**Construction Addendum**").

3. **CDD Obligations.** The CDD shall have the following obligations:
 - a. Upon KB Home providing evidence that the Approval Date and the posting of the County Bond have occurred, the CDD shall convey to Pacific Ace Community Development District the property described in **Exhibit A-1**, and to Lake County the property described in **Exhibit A-2** (the properties described in **Exhibits A-1 and A-2**, together, the "**Conveyance Properties**").
 - b. KB Home shall pay the CDD for any costs that the CDD incurs in connection with the conveyance of the Conveyance Properties.
4. **Milestones.** KB Home shall satisfy the following "**Milestones**" identified as 4.a through 4.c. below:
 - a. At least 10 days prior to starting construction on the Connection project, KB Home shall provide a form of construction contract for construction of the Connection Project, and with an executed Construction Addendum, for the CDD's and VK Avalon's review. KB Home shall address any changes to these documents reasonably requested by the District and/or VK Avalon, and in order for the construction contract to satisfy the requirements of this Restated Agreement.
 - b. KB Home shall substantially complete the Connection Project no later than 150 days after the Approval Date, and finally complete the Connection Project such that the roadway is open for traffic by no later than 210 days after the Approval Date. KB Home shall be responsible for the final turnover of the completed Connection Project to the County, including but not limited to posting any maintenance bonds or other forms of security required by the County for the completed Connection Project.
5. **Deposit.** To secure the rights of VK Avalon hereunder, KB Home has previously deposited with Shutts & Bown LLP ("**Escrow Agent**") a deposit in the amount of Twenty-Five Thousand Dollars and No Cents (\$25,000.00) ("**Deposit**"). Upon opening of the Connection Project for vehicular traffic, Escrow Agent shall release the Deposit to VK Avalon.
6. **Default.** No party shall be in default unless it fails to cure such default following receipt of written notice and a 10-day opportunity to cure. In the event of a default by KB Home, VK Avalon's remedy shall be limited to receipt of the Deposit; the right to complete the Connection Project at KB Home's

expense, and an assignment of all work-product related to the Connection Project, including all reports, applications, permits and approvals. In the event of a default by VK Avalon or the CDD, KB Home's remedies shall be limited to either (a) a refund of the Deposit and reimbursement by VK Avalon of third-party expenses incurred, or (b) the right to enforce the terms hereof with an action for specific performance. In the event of a default hereunder, the CDD shall have any and all rights available in law or equity. In the event that any party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

7. **Original Agreement.** Except as otherwise set forth herein, the Original Agreement remains in full force and effect.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties have caused these presents to be executed as of the day and year first written above.

AGREED TO BY:

AVALON GROVES CDD

KB HOME ORLANDO LLC

VK AVALON GROVES LLC

Name: Carolee Smith
Title: CHAIRMAN

Name: [Signature]
Title: President

Name: [Signature]
Title: AUTHORIZED SIGNATORY

AND IS JOINED FOR THE PURPOSES OF ACKNOWLEDGING ITS RIGHT AND OBLIGATION TO ACCEPT THE PROPERTY DESCRIBED IN EXHIBIT A-1 BY:

**PACIFIC ACE COMMUNITY
DEVELOPMENT DISTRICT**

Name: [Signature]
Title: Chairman

PACIFIC ACE
COMMUNITY DEVELOPMENT DISTRICT

14C

This instrument was prepared by:

(This space reserved for Clerk)

Kutak Rock, LLP
107 West College Avenue
Tallahassee, Florida 32301

QUIT CLAIM DEED

THIS QUIT CLAIM DEED is made to be effective as of the 21st day of September, 2023, by and between **AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Lake County, Florida, and whose mailing address is c/o DPF, 250 International Parkway, Suite 280, Lake Mary, Florida 32746 ("**Grantor**"), and **PACIFIC ACE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Lake County, Florida, and whose mailing address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**Grantee**").

(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 consideration to it in hand paid by Grantee, the receipt and sufficiency whereof are hereby acknowledged, hereby remises, releases and quit-claims to Grantee forever, all the right, title, interest, claim and demand which the Grantor has in and to the described lot, piece or parcel of land, situate, lying and being in the County of Lake, State of Florida, and more particularly in **Exhibit A** attached hereto ("**Property**");

TO HAVE AND TO HOLD the same 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 re-impose the same.

[CONTINUED ON FOLLOWING PAGE]

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

Signed, sealed and delivered
in the presence of:

**AVALON GROVES COMMUNITY
DEVELOPMENT DISTRICT**

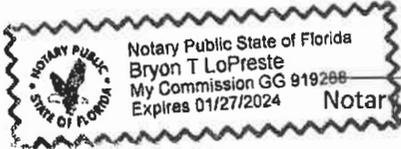
Andra Hill
Print Name: Andra Hill

By: *Candice Bain*
Name: Candice Bain
Title: Chairman

Jared Liberty
Print Name: JARED LIBERTY

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 21st day of SEPTEMBER, 2023, by CANDICE SMITH, as CHAIRMAN of Avalon Groves Community Development District, on its behalf. She is personally known to me or produced _____ as identification.



[Signature]
Notary Public, State of FLORIDA

[SIGNATURE PAGE FOR QUITCLAIM DEED]

Accepted by:

Signed, sealed and received
in the presence of:

**PACIFIC ACE COMMUNITY
DEVELOPMENT DISTRICT**

Miraida Lare
Print Name: Miraida Lare

By: Stephen McCann
Name: Stephen McCann
Title: Chairman

Michelle Ramirez
Print Name: Michelle Ramirez

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 10th day of October, 2023, by Stephen McCann as Chairman of Pacific Ace Community Development District, on its behalf. He is personally known to me or produced _____ as identification.



Miraida Lare
Notary Public, State of Florida

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.

EXHIBIT A

Description Sketch

(Not A Survey)

RIGHT-OF-WAY EXTENSION 2

A parcel of land lying in Section 13, Township 24 South, Range 26 East, Lake County, Florida, and being more particularly described as follows:

COMMENCE at the Southeast corner of Section 13, Township 24 South, Range 26 East; thence run N 00°18'48" E along the West line of the Southwest 1/4 of said Section 13, a distance of 1591.80 feet; thence departing said West line, run S 88°41'14" E, a distance of 657.97 feet to a point on the Westerly line of Serenoa Village 1 Phase 1A-1, according to the plat thereof, as recorded in Plat Book 69, Page 20, of the Public Records of Lake County, Florida, said point also being the POINT OF BEGINNING; thence N 00°15'16" E along said Westerly line, a distance of 25.27 feet; thence departing said Westerly line, run easterly, 191.97 feet along the arc of a non-tangent curve to the left having a radius of 475.00 feet and a central angle of 23°09'20" (chord bearing N 69°52'18" E, 180.86 feet); thence N 48°55'34" E, a distance of 46.24 feet; thence northeasterly, 60.91 feet along the arc of a non-tangent curve to the left having a radius of 470.50 feet and a central angle of 07°25'01" (chord bearing N 48°00'18" E, 60.86 feet); thence N 45°17'48" E, a distance of 15.95 feet; thence northealy, 54.96 feet along the arc of a tangent curve to the left having a radius of 35.00 feet and a central angle of 90°00'00" (chord bearing N 00°17'48" E, 49.50 feet); thence S 44°42'12" E, a distance of 112.75 feet; thence westerly, 38.06 feet along the arc of a non-tangent curve to the left having a radius of 35.00 feet and a central angle of 62°20'26" (chord bearing S 78°27'58" W, 36.23 feet); thence S 45°17'45" W, a distance of 15.95 feet; thence southwesterly, 88.11 feet along the arc of a tangent curve to the right having a radius of 525.50 feet and a central angle of 07°28'41" (chord bearing S 49°02'08" W, 89.06 feet); thence S 80°36'36" W, a distance of 50.61 feet; thence westerly, 220.27 feet along the arc of a non-tangent curve to the right having a radius of 525.00 feet and a central angle of 24°02'19" (chord bearing S 70°16'26" W, 218.63 feet) to a point on said Westerly line of Serenoa Village 1 Phase 1A1; thence N 00°15'16" E along said Westerly line, a distance of 25.27 feet to the POINT OF BEGINNING.

Containing 0.464 acres, more or less.

NOTES:

1) The bearings shown hereon are based on the West line of the Southwest 1/4 of Section 13, Township 24 South, Range 26 South, having a Grid bearing of N 00°18'48" E. The Grid bearings shown hereon refer to the State Plane Coordinate System, North American Datum of 1983 (NAD 83-2007 Adjustment) for the East Zone of Florida.

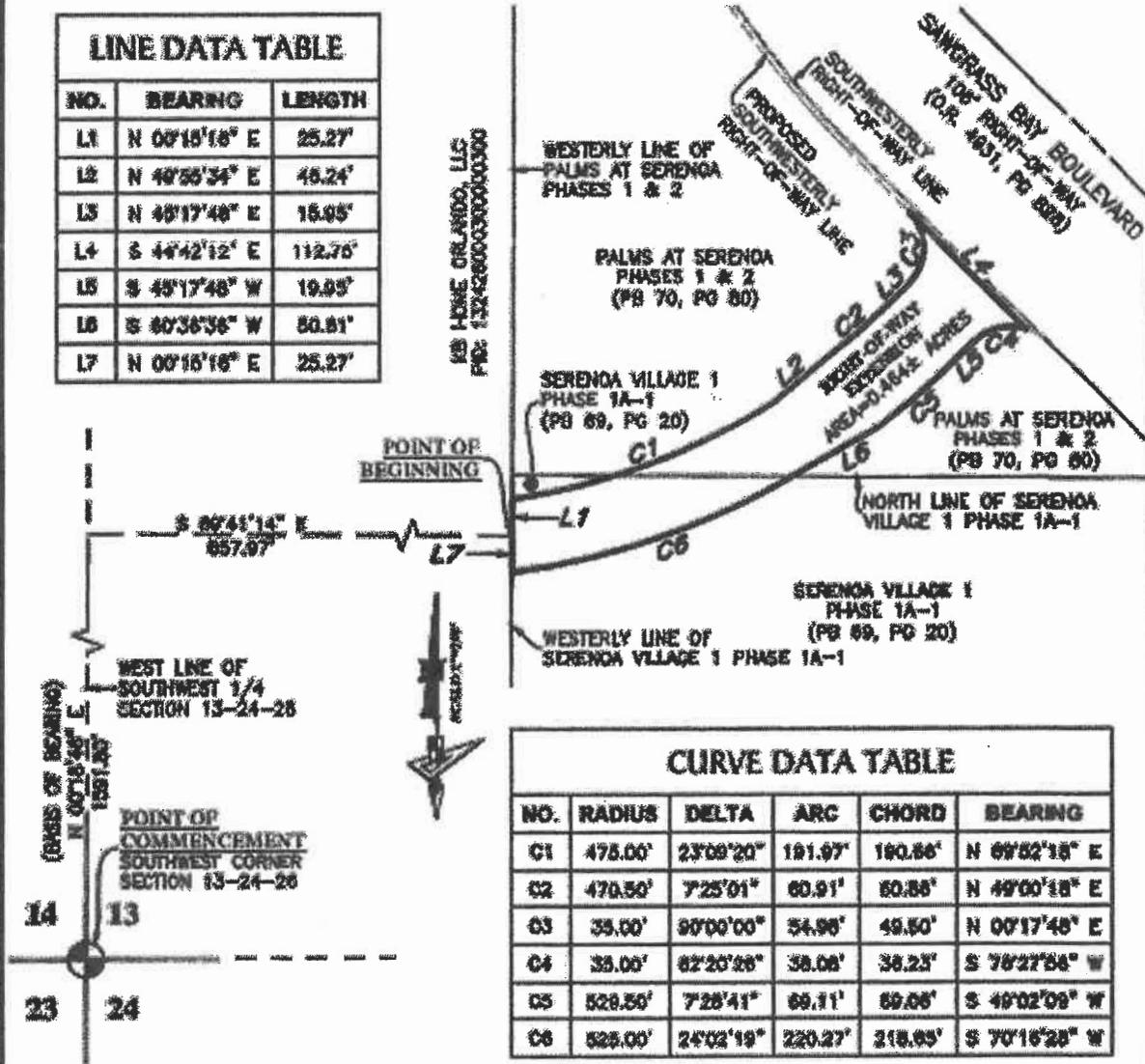
SEE SHEET 1 FOR DESCRIPTION
SEE SHEET 2 FOR SKETCH

| | | | |
|---|----------------|---|--------|
| PROJECT: DESCRIPTION SKETCH | | Prepared For: VK.AVALON GROVES, LLC | |
| PHASE: RIGHT-OF-WAY EXTENSION 2 | | (Not A Survey) | |
| DRAWN: MRC | DATE: 06/14/22 |  | |
| CHECKED BY: JDF | | 555 Winderly Pl Suite 120 Altamonte, Florida 32714 Phone: (321) 270-0140 Licensed Professional No: 18778A | |
| REVISIONS | | | |
| DATE | DESCRIPTION | DRAWN BY | |
| 05/05/23 | CORRECTS | MRC | |
| | | | |
| | | | |
| Judd D. French FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. LS7095 | |  GeoPoint Surveying, Inc. | |
| FILE PATH: BKWTRRY-DRAWING-FRM EXT-3-200.DWG. LAST SAVED BY: MATTCHPOUS | | | |
| | | | 1 of 2 |

Description Sketch (Not A Survey)

| LINE DATA TABLE | | |
|-----------------|---------------|---------|
| NO. | BEARING | LENGTH |
| L1 | N 00°16'16" E | 25.27' |
| L2 | N 49°55'34" E | 45.24' |
| L3 | N 48°17'48" E | 15.85' |
| L4 | S 44°42'12" E | 112.75' |
| L5 | S 45°17'48" W | 19.83' |
| L6 | S 40°36'36" W | 50.81' |
| L7 | N 00°16'16" E | 25.27' |

K&B HOME ORLANDO, LLC
 PLS: 132426000000000000



| CURVE DATA TABLE | | | | | |
|------------------|---------|-----------|---------|---------|---------------|
| NO. | RADIUS | DELTA | ARC | CHORD | BEARING |
| C1 | 475.00' | 23°08'20" | 191.97' | 190.86' | N 69°52'18" E |
| C2 | 470.50' | 7°25'01" | 60.91' | 60.86' | N 49°00'18" E |
| C3 | 35.00' | 90°00'00" | 54.98' | 48.50' | N 00°17'48" E |
| C4 | 35.00' | 82°20'28" | 38.08' | 38.23' | S 78°27'56" W |
| C5 | 528.50' | 7°28'41" | 69.11' | 69.06' | S 49°02'09" W |
| C6 | 525.00' | 24°02'19" | 220.27' | 218.85' | S 70°16'28" W |

NOTE:
 SEE SHEET 1 FOR DESCRIPTION
 SEE SHEET 2 FOR SKETCH

151 Woodley Pl, Suite 120
 Maitland, Florida 32751
 Phone: (321) 275-6140
 General Business Lic: EN 774X



PACIFIC ACE

COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED FINANCIAL STATEMENTS

**PACIFIC ACE
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
DECEMBER 31, 2023**

**PACIFIC ACE
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
DECEMBER 31, 2023**

| | General Fund | Debt Service Fund | Capital Projects Fund | Total Governmental Funds |
|---|-------------------|-------------------------|-----------------------------|--------------------------------|
| ASSETS | | | | |
| Cash | \$ 244,970 | \$ - | \$ - | \$ 244,970 |
| Investments | | | | |
| Revenue | - | 222,319 | - | 222,319 |
| Reserve | - | 127,488 | - | 127,488 |
| Capitalized interest | - | 2 | - | 2 |
| Construction | - | - | 573,984 | 573,984 |
| Undeposited funds | 1,004 | - | - | 1,004 |
| Due from Landowner | 30,625 | - | - | 30,625 |
| Due from general fund | - | 72 | - | 72 |
| Total assets | <u>\$ 276,599</u> | <u>\$ 349,881</u> | <u>\$ 573,984</u> | <u>\$ 1,200,464</u> |
| LIABILITIES AND FUND BALANCES | | | | |
| Liabilities: | | | | |
| Accounts payable | \$ 6,628 | \$ - | \$ - | \$ 6,628 |
| Contracts payable | - | - | 1,575 | 1,575 |
| Due to Landowner | 3 | 9,011 | - | 9,014 |
| Due to debt service fund | 72 | - | - | 72 |
| Landowner advance | 6,000 | - | - | 6,000 |
| Total liabilities | <u>12,703</u> | <u>9,011</u> | <u>1,575</u> | <u>23,289</u> |
| DEFERRED INFLOWS OF RESOURCES | | | | |
| Deferred receipts | <u>30,625</u> | <u>-</u> | <u>-</u> | <u>30,625</u> |
| Total deferred inflows of resources | <u>30,625</u> | <u>-</u> | <u>-</u> | <u>30,625</u> |
| Fund balances: | | | | |
| Restricted for: | | | | |
| Debt service | - | 340,870 | - | 340,870 |
| Capital projects | - | - | 572,409 | 572,409 |
| Assigned: | | | | |
| Monument signage/entry hardscape | 268 | - | - | 268 |
| Pool/deck/pool equipment/cabana | 318 | - | - | 318 |
| Fencing/pavilions | 96 | - | - | 96 |
| Playground | 129 | - | - | 129 |
| Amenity parking lot | 154 | - | - | 154 |
| Unassigned | <u>232,306</u> | <u>-</u> | <u>-</u> | <u>232,306</u> |
| Total fund balances | <u>233,271</u> | <u>340,870</u> | <u>572,409</u> | <u>1,146,550</u> |
| Total liabilities, deferred inflows of resources and fund balances | <u>\$ 276,599</u> | <u>\$ 349,881</u> | <u>\$ 573,984</u> | <u>\$ 1,200,464</u> |

**PACIFIC ACE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED DECEMBER 31, 2023**

| | Current Month | Year to Date | Budget | % of Budget |
|--|------------------|-----------------|----------------|----------------|
| REVENUES | | | | |
| Assessment levy: on-roll - net | \$ 1,928 | \$ 172,254 | \$ 212,007 | 81% |
| Landowner contribution | - | 33,254 | 313,164 | 11% |
| Total revenues | <u>1,928</u> | <u>205,508</u> | <u>525,171</u> | 39% |
| EXPENDITURES | | | | |
| Professional & administrative | | | | |
| Management/accounting/recording | 4,000 | 12,000 | 48,000 | 25% |
| Legal | 901 | 901 | 15,000 | 6% |
| Engineering | - | - | 3,000 | 0% |
| Audit* | - | - | 5,500 | 0% |
| Arbitrage rebate calculation* | - | - | 750 | 0% |
| Dissemination agent* | 83 | 250 | 1,000 | 25% |
| Trustee* | - | - | 5,000 | 0% |
| Telephone | 17 | 50 | 200 | 25% |
| Postage | - | 10 | 500 | 2% |
| Printing & binding | 42 | 125 | 500 | 25% |
| Legal advertising | - | - | 1,500 | 0% |
| Annual special district fee | - | 175 | 175 | 100% |
| Insurance | - | 6,868 | 6,500 | 106% |
| Contingencies/bank charges | 32 | 91 | 500 | 18% |
| Website hosting & maintenance | - | 705 | 705 | 100% |
| Website ADA compliance | - | - | 210 | 0% |
| Total professional & administrative | <u>5,075</u> | <u>21,175</u> | <u>89,040</u> | 24% |
| Operations and Maintenance | | | | |
| Management and administration | | | | |
| Contingency | - | - | 1,350 | 0% |
| Licenses/taxes/permits | - | - | 500 | 0% |
| O&M accounting services | - | - | 4,500 | 0% |
| Insurance (property coverage only) | - | - | 3,500 | 0% |
| Management services | 2,000 | 6,000 | 32,940 | 18% |
| Postage | - | - | 500 | 0% |
| Office supplies/printing binding | - | - | 2,250 | 0% |
| General administrative | - | - | 2,250 | 0% |
| Grounds/building maintenance | | | | |
| General maintenance | 173 | 483 | 5,000 | 10% |
| Irrigation repairs | 250 | 1,050 | 3,500 | 30% |
| Landscape contract | 5,358 | 16,075 | 85,000 | 19% |
| Landscape extras - replacement, mulch, annuals | - | - | 20,000 | 0% |
| Tree trimming | - | - | 2,500 | 0% |
| Pressure washing | - | - | 4,000 | 0% |
| Aquatic maintenance/monitoring | 1,614 | 4,044 | 14,000 | 29% |
| Fence/wall/lighting repairs | - | - | 2,000 | 0% |

**PACIFIC ACE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED DECEMBER 31, 2023**

| | Current Month | Year to Date | Budget | % of Budget |
|--|------------------|-----------------|----------------|----------------|
| Operations and Maintenance (continued) | | | | |
| Recreational - amenity | | | | |
| Insurance amenity | - | - | 4,500 | 0% |
| Facility management | - | - | 22,000 | 0% |
| Office supplies/operating supplies | - | - | 700 | 0% |
| Special events | - | - | 3,000 | 0% |
| Holiday decorations | - | 1,986 | 3,000 | 66% |
| Electric - amenity | - | - | 10,000 | 0% |
| Domestic water/sewer - amenity | - | - | 6,000 | 0% |
| Irrigation reclaimed - amenity | - | - | 6,000 | 0% |
| Telephone/cable/internet - amenity | - | - | 3,000 | 0% |
| Pool/cabana general maintenance | - | - | 4,500 | 0% |
| Playground maintenance | - | - | 1,500 | 0% |
| Pool permits/licenses | - | - | 800 | 0% |
| Pool service contract | - | - | 18,000 | 0% |
| Pool repairs/maintenance | - | - | 1,500 | 0% |
| Janitorial service contract | - | - | 10,200 | 0% |
| Refuse - pet station service contract | - | - | 6,000 | 0% |
| Landscape maintenance | - | - | 18,000 | 0% |
| Landscape seasonal (annuals & mulch) | - | - | 4,800 | 0% |
| Landscape contingency | - | - | 4,000 | 0% |
| Field management/administrative | - | - | 12,000 | 0% |
| Fitness equipment lease (if applicable) | - | - | 4,000 | 0% |
| Fitness equipment repairs | - | - | 1,200 | 0% |
| Termite bond/pest control | - | - | 1,400 | 0% |
| Security | | | | |
| Alarm monitoring | - | - | 1,000 | 0% |
| Electronic access cards | - | - | 700 | 0% |
| Surveillance services | - | - | 2,400 | 0% |
| Maintenance | - | - | 5,000 | 0% |
| ASCAP/BMI licenses | - | - | 950 | 0% |
| Utilities | | | | |
| Electric - common areas/irrigation meters | - | - | 4,800 | 0% |
| Electric - lift station | - | - | 3,600 | 0% |
| Electric - street lights | 381 | 2,231 | 15,000 | 15% |
| Irrigation - common areas | 157 | 439 | 40,000 | 1% |
| Total field operations | <u>9,933</u> | <u>32,308</u> | <u>403,340</u> | 8% |
| Other fees & charges | | | | |
| Tax collector | 39 | 3,444 | 6,625 | 52% |
| Total other fees & charges | <u>39</u> | <u>3,444</u> | <u>6,625</u> | 52% |
| Total expenditures | <u>15,047</u> | <u>56,927</u> | <u>499,005</u> | 11% |
| Excess/(deficiency) of revenues over/(under) expenditures | (13,119) | 148,581 | 26,166 | |

**PACIFIC ACE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED DECEMBER 31, 2023**

| | Current Month | Year to Date | Budget | % of Budget |
|----------------------------------|-------------------|-------------------|------------------|----------------|
| Net change in fund balances | (13,119) | 148,581 | 26,166 | |
| Fund balances - beginning | 246,390 | 84,690 | 1,930 | |
| Assigned | | | | |
| Monument signage/entry hardscape | 268 | 268 | 268 | |
| Pool/deck/pool equipment/cabana | 318 | 318 | 318 | |
| Fencing/pavilions | 96 | 96 | 96 | |
| Playground | 129 | 129 | 129 | |
| Amenity parking lot | 154 | 154 | 154 | |
| Unassigned | 232,306 | 232,306 | 27,131 | |
| Fund balances - ending | <u>\$ 233,271</u> | <u>\$ 233,271</u> | <u>\$ 28,096</u> | |

*These items will be realized the year after the issuance of bonds.

**PACIFIC ACE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2022
FOR THE PERIOD ENDED DECEMBER 31, 2023**

| | Current Month | Year To Date | Budget | % of Budget |
|--|-------------------|-------------------|-------------------|----------------|
| REVENUES | | | | |
| Assessment levy: on-roll - net | \$ 2,396 | \$ 214,053 | \$ 263,200 | 81% |
| Interest | 572 | 2,442 | - | N/A |
| Total revenues | <u>2,968</u> | <u>216,495</u> | <u>263,200</u> | 82% |
| EXPENDITURES | | | | |
| Debt service | | | | |
| Principal | - | - | 80,000 | 0% |
| Interest | - | 86,658 | 173,316 | 50% |
| Total debt service | <u>-</u> | <u>86,658</u> | <u>253,316</u> | 34% |
| Other fees & charges | | | | |
| Tax collector | 48 | 4,280 | 8,225 | 52% |
| Total other fees and charges | <u>48</u> | <u>4,280</u> | <u>8,225</u> | 52% |
| Total expenditures | <u>48</u> | <u>90,938</u> | <u>261,541</u> | 35% |
| | | | | N/A |
| Excess/(deficiency) of revenues over/(under) expenditures | 2,920 | 125,557 | 1,659 | 7568% |
| OTHER FINANCING SOURCES/(USES) | | | | |
| Transfer out | (521) | (1,575) | - | N/A |
| Total other financing sources | <u>(521)</u> | <u>(1,575)</u> | <u>-</u> | N/A |
| Net change in fund balances | 2,399 | 123,982 | 1,659 | |
| Fund balances - beginning | 338,471 | 216,888 | 215,297 | |
| Fund balances - ending | <u>\$ 340,870</u> | <u>\$ 340,870</u> | <u>\$ 216,956</u> | |

**PACIFIC ACE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2022
FOR THE PERIOD ENDED DECEMBER 31, 2023**

| | Current Month | Year To Date |
|--|------------------|-----------------|
| REVENUES | | |
| Interest | \$ 2,334 | \$ 7,027 |
| Total revenues | 2,334 | 7,027 |
| EXPENDITURES | | |
| Total expenditures | - | - |
| Excess/(deficiency) of revenues over/(under) expenditures | 2,334 | 7,027 |
| OTHER FINANCING SOURCES/(USES) | | |
| Transfer in | 521 | 1,575 |
| Total other financing sources/(uses) | 521 | 1,575 |
| Net change in fund balances | 2,855 | 8,602 |
| Fund balances - beginning | 569,554 | 563,807 |
| Fund balances - ending | \$ 572,409 | \$ 572,409 |

PACIFIC ACE
COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT

**MINUTES OF MEETING
PACIFIC ACE
COMMUNITY DEVELOPMENT DISTRICT**

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The Board of Supervisors of the Pacific Ace Community Development District held Public Hearings and a Regular Meeting on June 28, 2023, at 2:00 p.m., at the Hampton Inn & Suites by Hilton, 2200 E Hwy 50, Clermont, Florida 34711.

Present were:

| | |
|---------------|--|
| Steve McConn | Chair |
| Casey Dare | Vice Chair |
| Fred Wyborski | Assistant Secretary |
| Chad Harvey | Assistant Secretary (appointed at meeting) |

Also present, were:

| | |
|---------------------------------|-------------------|
| Kristen Suit | District Manager |
| Nika Hosseini (via telephone) | District Counsel |
| Tim Plate (via telephone) | District Engineer |
| Jorge Miranda (via telephone) | Empire Management |
| James Makransky (via telephone) | KB Home |

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Suit called the meeting to order at 2:00 p.m. Supervisors McConn, Dare Eshleman and Wyborski were present. Supervisors Crawford and Eshleman were absent.

SECOND ORDER OF BUSINESS

Public Comments

There were no public comments.

THIRD ORDER OF BUSINESS

**Acceptance of Resignation of Supervisor,
Dan Eshleman [SEAT 2]**

Ms. Suit presented the resignation of Mr. Eshleman from Seat 2.

On MOTION by Mr. McConn and seconded by Mr. Dare, with all in favor, the resignation of Mr. Eshleman, was accepted.

39 **FOURTH ORDER OF BUSINESS**

**Consider Appointment of Chad Harvey to
Fill Unexpired Term of Seat 2; Term Expires
November 2024**

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Mr. McConn nominated Chad Harvey to fill Seat 2. No other nominations were made.

**On MOTION by Mr. McConn and seconded by Mr. Wyborski, with all in favor,
the appointment of Chad Harvey to fill Seat 2, was approved.**

45
46
47
48

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

51 Ms. Suit, a Notary of the State of Florida and duly authorized, administered the Oath of
52 Office to Mr. Harvey. The following items were previously provided and explained:

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

61 Ms. Suit asked Mr. Harvey to contact her or District Counsel with any questions and
62 reminded him to submit Form 1 within 30 days.

63

64 **FIFTH ORDER OF BUSINESS**

**Acceptance of Resignation of Supervisor,
Fred Wyborski [SEAT 5]**

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68

Ms. Suit presented the resignation of Mr. Wyborski from Seat 5.

**On MOTION by Mr. McConn and seconded by Mr. Dare, with all in favor, the
resignation of Mr. Wyborski, was accepted.**

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73 **SIXTH ORDER OF BUSINESS**

**Consider Appointment to Fill Unexpired
Term of Seat 5; Term Expires November
2024**

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Mr. McConn nominated Paul Thomas to fill Seat 5. No other nominations were made.

On MOTION by Mr. McConn and seconded by Mr. Dare, with all in favor, the appointment of Paul Thomas to fill Seat 5, was approved.

• **Administration of Oath of Office to Appointed Supervisor**

This item was deferred.

SEVENTH ORDER OF BUSINESS

Consideration of Resolution 2023-06, Designating Certain Officers of the District, and Providing for an Effective Date

Ms. Suit presented Resolution 2023-06. Mr. Dare nominated the following slate:

| | |
|---------------------|----------------|
| Chair | Stephen McConn |
| Vice Chair | Casey Dare |
| Assistant Secretary | Bill Crawford |
| Assistant Secretary | Chad Harvey |
| Assistant Secretary | Kristen Suit |

No other nominations were made. Prior appointments by the Board for Secretary, Treasurer and Assistant Treasurer remain unaffected by this Resolution.

On MOTION by Mr. McConn and seconded by Mr. Harvey, with all in favor, Resolution 2023-06, Designating Certain Officers of the District, as nominated, and Providing for an Effective Date, was adopted.

EIGHTH ORDER OF BUSINESS

Public Hearing on Adoption of Fiscal Year 2023/2024 Budget

On MOTION by Mr. Dare and seconded by Mr. McConn, with all in favor, the Public Hearing was opened.

A. Affidavit of Publication

112 **B. Consideration of Resolution 2023-07, Relating to the Annual Appropriations and**
 113 **Adopting the Budget for the Fiscal Year Beginning October 1, 2023, and Ending**
 114 **September 30, 2024; Authorizing Budget Amendments; and Providing an Effective**
 115 **Date**

116 Ms. Suit presented Resolution 2023-07. She reviewed the proposed Fiscal Year 2024
 117 budget, highlighting any line item increases, decreases and adjustments, compared to the Fiscal
 118 Year 2023 budget, and explained the reasons for any changes. This is a partially Landowner-
 119 funded budget with expenses funded as they are incurred.

120 No affected property owners or members of the public spoke.

121

122 **On MOTION by Mr. McConn and seconded by Mr. Dare, with all in favor, the**
 123 **Public Hearing was closed.**

124

125 **On MOTION by Mr. McConn and seconded by Mr. Harvey, with all in favor,**
 126 **Resolution 2023-07, Relating to the Annual Appropriations and Adopting the**
 127 **Budget for the Fiscal Year Beginning October 1, 2023, and Ending September**
 128 **30, 2024; Authorizing Budget Amendments; and Providing an Effective Date,**
 129 **was adopted.**

130

131

132 **NINTH ORDER OF BUSINESS**

Public Hearing to Hear Comments and
Objections on the Imposition of
Maintenance and Operation Assessments
to Fund the Budget for Fiscal Year
2023/2024, Pursuant to Florida Law

137

138 **On MOTION by Mr. McConn and seconded by Mr. Harvey , with all in favor, the**
 139 **Public Hearing was opened.**

140

141

142 **A. Proof/Affidavit of Publication**

143 **B. Mailed Notice(s) to Property Owners**

144 **C. Consideration of Resolution 2023-08, Making a Determination of Benefit and Imposing**
 145 **Special Assessments for Fiscal Year 2023/2024; Providing for the Collection and**
 146 **Enforcement of Special Assessments, Including but Not Limited to Penalties and**
 147 **Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the**
 148 **Assessment Roll; Providing a Severability Clause; and Providing an Effective Date**

149 Ms. Suit presented Resolution 2023-08, which allows the CDD to impose and collect the
150 assessments in the adopted budget via the assessment rolls utilizing the services of the
151 Property Appraiser and Tax Collector.

152 No affected property owners or members of the public spoke.

153

154 **On MOTION by Mr. McConn and seconded by Mr. Harvey, with all in favor, the**
155 **Public Hearing was closed.**

156

157 **On MOTION by Mr. McConn and seconded by Mr. Harvey, with all in favor,**
158 **Resolution 2023-08, Making a Determination of Benefit and Imposing Special**
159 **Assessments for Fiscal Year 2023/2024; Providing for the Collection and**
160 **Enforcement of Special Assessments, Including but Not Limited to Penalties**
161 **and Interest Thereon; Certifying an Assessment Roll; Providing for**
162 **Amendments to the Assessment Roll; Providing a Severability Clause; and**
163 **Providing an Effective Date, was adopted.**

164

165

166 **TENTH ORDER OF BUSINESS**

**Presentation of Audited Basic Financial
Report for the Fiscal Year Ended
September 30, 2022, Prepared by Berger,
Toombs, Elam, Gaines & Frank**

167

168

169

170

171 Ms. Suit presented the Audited Annual Financial Report for the Fiscal Year Ended
172 September 30, 2022 and accompanying disclosures. There were no findings, recommendations,
173 irregularities or instances of noncompliance; it was an unmodified opinion, otherwise known as
174 a clean audit.

175

176 **ELEVENTH ORDER OF BUSINESS**

**Consideration of Resolution 2023-09,
Hereby Accepting the Audited Financial
Report for the Fiscal Year Ended
September 30, 2022**

177

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181 **On MOTION by Mr. McConn and seconded by Mr. Harvey, with all in favor,**
182 **Resolution 2023-09, Hereby Accepting the Audited Financial Report for the**
183 **Fiscal Year Ended September 30, 2022, was adopted.**

184

185

186 **TWELFTH ORDER OF BUSINESS**

**Consideration of Resolution 2023-10,
Designating Dates, Times and Locations for
Regular Meetings of the Board of**

187

188

Supervisors of the District for Fiscal Year 2023/2024 and Providing for an Effective Date

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Ms. Suit presented Resolution 2023-10.

The following change was made to the Fiscal Year 2024 Meeting Schedule:

DATE: Delete November 22, 2023 and December 27, 2023 meetings

On MOTION by Mr. McConn and seconded by Mr. Harvey, with all in favor, Resolution 2023-10, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2023/2024, as amended, and Providing for an Effective Date, was adopted.

THIRTEENTH ORDER OF BUSINESS

Ratification of Acknowledgement of Temporary Assignment of Landscape Maintenance Agreement

Ms. Suit presented the Acknowledgement of Temporary Assignment of Landscape Maintenance Agreement, previously executed by the Chair.

On MOTION by Mr. McConn and seconded by Mr. Harvey, with all in favor, the Acknowledgement of Temporary Assignment of Landscape Maintenance Agreement, was ratified.

FOURTEENTH ORDER OF BUSINESS

Discussion: Updated Engineer’s Report

Mr. Plate stated, following a discussion with Mr. Wrathell, the decision was made to create an amended Master Report that adds the amenities to the Capital Improvement Plan (CIP) and contemplates the roads would be maintained by the CDD. Costs were updated to include the amenity not for purposes of bonds but for the Master Report. A Supplemental Report will be prepared for bond issuance, at the appropriate time.

Ms. Suit asked Mr. Makransky if he is comfortable with the changes discussed. Mr. Makransky replied affirmatively.

The Amended Master Report will be disseminated to Staff for review. Ms. Suit will disseminate the Report to the Board.

227 **FIFTEENTH ORDER OF BUSINESS** **Acceptance of Unaudited Financial**
228 **Statements as of May 31, 2023**

229
230 **On MOTION by Mr. McConn and seconded by Mr. Harvey, with all in favor, the**
231 **Unaudited Financial Statements as of May 31, 2023, were accepted.**

232
233
234 **SIXTEENTH ORDER OF BUSINESS** **Approval of April 26, 2023 Regular Meeting**
235 **Minutes**

236
237 **On MOTION by Mr. McConn and seconded by Mr. Harvey, with all in favor, the**
238 **April 26, 2023 Regular Meeting Minutes, as presented, were approved.**

239
240
241 **SEVENTEENTH ORDER OF BUSINESS** **Staff Reports**

- 242
243 **A. District Counsel: Cobb Cole**
244 **B. District Engineer: Heidt Design**

245 There were no District Counsel or District Engineer reports.

- 246 **C. District Manager: Wrathell, Hunt and Associates, LLC**
247 **• NEXT MEETING DATE: July 26, 2023 at 2:00 PM.**

- 248 **○ QUORUM CHECK**

249 The next meeting will be held on July 26, 2023, unless canceled.

250
251 **EIGHTEENTH ORDER OF BUSINESS** **Board Members' Comments/Requests**

252
253 Ms. Suit stated there were 0 registered voters residing within the CDD as of April 15,

254 2023.

255
256 **NINETEENTH ORDER OF BUSINESS** **Public Comments**

257
258 No members of the public spoke.

259
260 **TWENTIETH ORDER OF BUSINESS** **Adjournment**

261
262 **On MOTION by Mr. McConn and seconded by Mr. Harvey, with all in favor, the**
263 **meeting adjourned at 2:17 p.m.**

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Secretary/Assistant Secretary

Chair/Vice Chair

PACIFIC ACE
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS

PACIFIC ACE COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2023/2024 MEETING SCHEDULE

LOCATION

Hampton Inn & Suites by Hilton, 2200 E Hwy 50, Clermont, Florida 34711

| DATE | POTENTIAL DISCUSSION/FOCUS | TIME |
|-----------------------------------|-----------------------------------|----------------|
| October 25, 2023* CANCELED | Regular Meeting | 2:00 PM |
| January 24, 2024 | Regular Meeting | 2:00 PM |
| February 28, 2024 | Regular Meeting | 2:00 PM |
| March 27, 2024 | Regular Meeting | 2:00 PM |
| April 24, 2024 | Regular Meeting | 2:00 PM |
| May 22, 2024 | Regular Meeting | 2:00 PM |
| June 26, 2024 | Regular Meeting | 2:00 PM |
| July 24, 2024 | Regular Meeting | 2:00 PM |
| August 28, 2024 | Regular Meeting | 2:00 PM |
| September 25, 2024 | Regular Meeting | 2:00 PM |

***Exception**

Location is to be determined.