Rizzetta & Company

Feed Mill
Community Development District

Board of Supervisors' Meeting
July 22, 2026

District Office:
2806 N. Fifth Street
Unit 403
St. Augustine, FL 32084

www.feedmillcdd.org

FEED MILL
COMMUNITY DEVELOPMENT DISTRICT

1845 Town Center Blvd, Suite 105, Fleming Island, FL 32003

Board of Supervisors	Daniel McCormick	Chairman
	Daniel Arnette	Vice Chairman
	Gerald Agresti	Assistant Secretary
	Clay Crevasse	Assistant Secretary
	Liam O'Reilly	Assistant Secretary
District Manager	Lesley Gallagher	Rizzetta & Company, Inc.
District Manager	Melissa Dobbins	Rizzetta & Company, Inc.
District Counsel	Katie Buchanan	Kutak Rock, LLP
District Engineer	Daniel Welch	England-Thims & Miller

All cellular phones must be placed on mute while in the meeting room.

The Audience Comments portion will be held at the beginning of the meeting. During this portion of the agenda, audience members may make comments on matters that concern the District (CDD) and will be limited to a total of three (3) minutes to make their comments.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (239) 936-0913. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that 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.

FEED MILL COMMUNITY DEVELOPMENT DISTRICT

District Office · St. Augustine, Florida · (904) 436-6270
Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614
www.feedmillcdd.org

Board of Supervisors **July 15, 2026**
Feed Mill Community **Rev. 7/16/26**
Development District

REVISED FINAL AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of the Feed Mill Community Development District will be held on **July 22, 2026 at 9:00 a.m.** at 1845 Town Center Blvd., Suite 105 Fleming Island, Florida 32003.

1. **CALL TO ORDER/ROLL CALL**
2. **AUDIENCE COMMENTS**
3. **BUSINESS ADMINISTRATION**
   A. Consideration of the Minutes of the Board of Supervisors' Regular Meeting Held May 27, 2026 .... Tab 1
   B. Ratification of the Operation and Maintenance Expenditures for May, 2026 .... Tab 2
   C. Ratification of Acceptance of Audit for Fiscal Year Ending September 30, 2025 .... Tab 3
4. **Staff Reports**
   A. District Counsel
   B. District Engineer
   C. District Manager
5. **Business Items**
   A. Ratification of RFQ for Construction Administration & Observation Services .... Tab 4
   B. Consideration of Responses to RFQ for Construction Administration and Observation Services (Under Separate Cover)
   C. Consideration of Construction Funding Agreement .... Tab 5
   D. Consideration of Arbitrage Services Proposal .... Tab 6
   E. Ratification of Disclosure of Public Financing – Series 2026 .... Tab 7
   F. Ratification of Change Orders – Sunstate **CO#1**, Vallencourt **4A CO #6** (Under Separate Cover)
   G. Consideration of Sunstate Landscape Maintenance Agreement for Cathedral Oak Parkway (Under Separate Cover)
6. ***Supervisor Requests***
7. **Adjournment**

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at 904-436-6270.

Very truly yours,
Lesley Gallagher
District Manager

4927-6268-9551.1

Tab 1

MINUTES OF MEETING

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

FEED MILL
COMMUNITY DEVELOPMENT DISTRICT

The meeting of the Board of Supervisors of Feed Mill Community Development District was held on **May 27, 2026 at 9:00 a.m.** at 1845 Town Center Blvd, Suite 105, Fleming Island, FL 32003.

Present and constituting a quorum:

Daniel McCormick	**Board Member, Chairman**
Daniel Arnette	**Board Member, Vice Chairman**
Clay Crevasse	**Board Member, Assistant Secretary**
Gerald Agresti	**Board Member, Assistant Secretary**
Liam O'Reilly	**Board Member, Assistant Secretary**

Also present were:

Lesley Gallagher	**District Manager, Rizzetta & Company, Inc.**
Katie Buchanan	**District Counsel, Kutak Rock LLP**
Hunter Hurley	**District Counsel, Kutak Rock LLP**
Daniel Welch	**District Engineer, England-Thims & Miller** *(via speakerphone)*
Samantha Reese	**Rizzetta & Company, Inc.** *(via speakerphone)*
Sara Zare	**MBS Capital Markets, LLC** *(via speakerphone)*
Cynthia Wilhelm	**Bond Counsel, Nabors, Giblin & Nickerson**

Audience members were present.

FIRST ORDER OF BUSINESS **CALL TO ORDER**

Ms. Gallagher called the meeting to order at 9:00 a.m.

SECOND ORDER OF BUSINESS **AUDIENCE COMMENTS**

There were no comments from audience members who were present.

THIRD ORDER OF BUSINESS — **CONSIDERATION OF THE MINUTES OF THE BOARD OF SUPERVISORS' REGULAR MEETING HELD APRIL 22, 2026**

> On a motion by Mr. McCormick, seconded by Mr. Agresti, with all in favor, the Board approved the minutes of the Board of Supervisors' regular meeting held April 22, 2026, for the Feed Mill Community Development District.

FOURTH ORDER OF BUSINESS — **RATIFICATION OF THE OPERATION AND MAINTENANCE EXPENDITURES FOR APRIL 2026**

> On a motion by Mr. McCormick, seconded by Mr. Agresti, with all in favor, the Board ratified operation and maintenance expenditures for April 2026 in the amount of $17,029.94 for the Feed Mill Community Development District.

FIFTH ORDER OF BUSINESS — **STAFF REPORTS**

A. District Counsel

Ms. Buchanan did not have a report but was available for any questions.

B. District Engineer

Mr. Welch did not have a report but was available for any questions.

C. District Manager

1. Presentation of Registered Voter Count

Ms. Gallagher reported that, according to correspondence from the Clay County Supervisor of Elections office, there were zero registered voters in the district as of April 15, 2026.

Ms. Gallagher also informed the Board that the audit for fiscal year ending September 30, 2026, was being finalized. The Board authorized her to work with the Chairman between meetings to have accepted prior to the June 30th filing deadline and bring back for ratification.

> On a motion by Mr. McCormick, seconded by Mr. O'Reilly, with all in favor, the Board authorized Ms. Gallagher to work with the Chairman between meetings to have the audit accepted prior to the filing deadline and bring back for ratification, for the Feed Mill Community Development District.

The Board moved to agenda item 5J - Consideration of Award of Phase 1 Amenities

SIXTH ORDER OF BUSINESS **CONSIDERATION OF AWARD OF PHASE 1 AMENITIES**

Mr. McCormick reviewed his recommended ranking for the board (exhibit A).

On a motion by Mr. McCormick, seconded by Mr. Agresti, with all in favor, the Board accepted the recommended ranking, awarding the Phase 1 Amenities contract to Carlton Construction for the Feed Mill Community Development District.

The Board moved back to Agenda item 5A - Presentation of Final Second Supplemental Special Assessment Allocation Report Dated May 14, 2026

SEVENTH ORDER OF BUSINESS **PRESENTATION OF FINAL SECOND SUPPLEMENTAL SPECIAL ASSESSMENT ALLOCATION REPORT DATED MAY 14, 2026**

Ms. Reese reviewed the Final Second Supplemental Assessment Allocation Report dated May 14, 2026 including a review of the tables included.

Discussion followed regarding the legal description, and it was confirmed that the pre-plat boundary matched the platted lots. Mr. McCormick also noted that bond funds would be used only for internal infrastructure, not for Feed Mill Road or off-site utilities.

On a motion by Mr. McCormick, seconded by Mr. Agresti, with all in favor, the Board approved the Final Second Supplemental Special Assessment Allocation Report Dated May 14, 2026 for the Feed Mill Community Development District.

EIGHTH ORDER OF BUSINESS **CONSIDERATION OF RESOLUTION 2026-02; SPECIAL ASSESSMENTS**

Ms. Buchanan and Ms. Zare reviewed Resolution 2026-02 which incorporates the terms of the bonds.

On a motion by Mr. McCormick, seconded by Mr. O'Reilly with all in favor, the Board adopted Resolution 2026-02; Special Assessments, for the Feed Mill Community Development District.

NINTH ORDER OF BUSINESS **CONSIDERATION OF NOTICE OF SPECIAL ASSESSMENTS**

On a motion by Mr. McCormick, seconded by Mr. Agresti with all in favor, the Board approved the Notice of Special Assessments, for the Feed Mill Community Development District.

TENTH ORDER OF BUSINESS — **CONSIDERATION OF REQUISITION 1, SERIES 2026 – PHASE 4A**

Ms. Buchanan reviewed requisition 1, Series 2026 for Phase 4A noting this is intended to fully exhaust the construction account through a reimbursement for work that has been funded by Saratoga Sagebrook for Phase 4 with the understanding that they are directing payment to a different entity as shown.

> On a motion by Mr. McCormick, seconded by Mr. O'Reilly with all in favor, the Board approved Requisition 1 Series 2026-Phase 4A, for the Feed Mill Community Development District.

ELEVENTH ORDER OF BUSINESS — **CONSIDERATION OF RESOLUTION 2026-05; SETTING PUBLIC HEARING ON REVISED RULES OF PROCEDURE**

> On a motion by Mr. McCormick, seconded by Mr. O'Reilly with all in favor, the Board adopted Resolution 2026-05; setting public hearing for August 26, 2026, to consider the Revised Rules of Procedures, for the Feed Mill Community Development District.

TWELFTH ORDER OF BUSINESS — **CONSIDERATION OF RESOLUTION 2026-06; SETTING LANDOWNER ELECTION**

> On a motion by Mr. McCormick, seconded by Mr. O'Reilly with all in favor, the Board adopted Resolution 2026-06; setting the landowner election for November 3, 2026 at 9am at the Fleming Island Library, 1895 Town Center Blvd., Fleming Island, FL 32003, for the Feed Mill Community Development District.

THIRTEENTH ORDER OF BUSINESS — **CONSIDERATION OF INTERLOCAL AGREEMENT – LANDSCAPE AND IRRIGATION CLAY COUNTY**

> On a motion by Mr. McCormick, seconded by Mr. O'Reilly with all in favor, the Board approved the Interlocal Agreement – Landscape and Irrigation Clay County, for the Feed Mill Community Development District.

FOURTEENTH ORDER OF BUSINESS **RATIFICATION OF CHANGE ORDER #5, VALLENCOURT PHASE 1A *(UNDER SEPARATE COVER)***

FIFTEENTH ORDER OF BUSINESS **RATIFICATION OF CHANGE ORDER #5, VALLENCOURT PHASE 4A *(UNDER SEPARATE COVER)***

> On a motion by Mr. McCormick, seconded by Mr. O'Reilly with all in favor, the Board ratified Change Order #5, Vallencourt Phase 1A and Change Order #5 Vallencourt Phase, 4A, for the Feed Mill Community Development District.

SIXTEENTH ORDER OF BUSINESS **PRESENTATION OF THE 2026-2027 PROPOSED BUDGET**

1. Consideration of Resolution 2026-07; Approving Proposed Budget for Fiscal Year 2026-2027 and Setting Public Hearing

> On a motion by Mr. McCormick, seconded by Mr. O'Reilly with all in favor, the Board adopted Resolution 2026-07; approving the Fiscal Year 2026-2027 proposed budget as presented, setting the public hearing for August 26, 2026 at 9am at 1845 Town Center Blvd., Suite 105 Fleming Island, Florida 32003, for the Feed Mill Community Development District.

SEVENTEENTH ORDER OF BUSINESS **ACCEPTANCE OF DECLARATION OF UNIFIED CONTROL FOR MASTER SIGNAGE PLAN**

> On a motion by Mr. McCormick, seconded by Mr. O'Reilly with all in favor, the Board approved the acceptance of the Declaration of Unified Control for Master Signage Plan in substantial form to allow for final comments, for the Feed Mill Community Development District.

SUPERVISOR REQUESTS

No Supervisor requests

EIGHTEENTH ORDER OF BUSINESS **ADJOURNMENT**

> On a motion by Mr. Agresti, seconded by Mr. McCormick, with all in favor, the Board adjourned meeting at 9:21 a.m., for the Feed Mill Community Development District.

Secretary/Assistant Secretary

Chairman/Vice Chairman

Feed Mill CDD - Saratoga Springs Phase 1 Amenity Bid Evaluation											
Contractor	**Price**	**Schedule (days)**	**Personnel**	**Proposer's Experience**	**Understanding of Scope of work**	**Price: Lowest Bid**	**Price: Reasonableness of Unit Prices & Balanced Bid**	**Schedule: Expedited Construction**	**Schedule: Demonstrate On-Time Performance**	**Total Points**
Max Score			**10**	**20**	**20**	**15**	**10**	**15**	**10**	**100**
Bent Construction	$ 5,286,548.32	213	10	18	17	15	8	13.17	8	**89.17**
Omnia Construction Group	$ 6,208,103.52	187	10	15	17	12.77	7	15.00	7	**83.77**
Picket Construction, Inc.	$ 6,995,692.00	480	10	10	20	11.34	10	5.84	9	**76.18**
Carlton Construction	$ 5,616,457.53	344	10	20	20	14.12	10	8.15	10	**92.27**

EVALUATION OF PROPOSALS: Each proposal shall be separately ranked based on the evaluation of the proposal and supporting documents, including but not limited to any information obtained through reference checks, and any information generally known to the District, and according to the evaluation criteria contained within the project manual.

Personnel (10 Points): (E.g., financial and technical resources; capabilities and experience of key personnel, including the project manager and field supervisor; present ability to manage this project; evaluation of existing work load; proposed staffing levels, etc. No preference will be given based on a respondent's geographic proximity to the Project.)

Proposer's Experience (20 Points): (E.g., past record and experience of the respondent in similar projects; volume of work previously performed by the firm; past performance for other Community Development Districts in other contracts; compliance with applicable public policy; character, integrity, reputation of respondent, etc.)

Understanding of Scope of Work (20 Points): Extent to which the proposal demonstrates an understanding of the Developer's needs for the services requested.

Schedule (15 Points): Will be awarded to the Proposer submitting the proposal with the most expedited construction schedule (i.e. the fewest number of days) for completing the work. All other proposals will receive a percentage of thi amount based upon the difference between the Proposer's timeline and the most expedited construction schedule.

Schedule (10 Points): Will be allocated based on the Proposer's ability to credibly complete the project within the Proposer's schedule without a premium cost for accelerated work and demonstrate on-time performance. These points will also consider the demonstration of Proposer's understanding (through presentation in the proposal of a milestone schedule) of how to meet the required substantial and final completion dates and the delivery approach outlined in the Project Manual.

Price (15 Points): Will be awarded to the Proposer submitting the lowest total bid, (i.e., the summation of the unit price extensions using quantity estimates provided, the allowances shown, plus the proposal contractor's fee) for completing the work. All other proposals will receive a percentage of this amount based upon the difference between the Proposer's bid and the low bid.

Price (10 Points): Are allocated for the reasonableness of unit prices and balance of bid.

Tab 2

Feed Mill Community Development District

District Office · St. Augustine, Florida · (904) 436-6270
Mailing Address · 3434 Colwell Avenue, Suite 200 · Tampa, Florida 33614

Operations and Maintenance Expenditures
May 2026
For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from May 1, 2026 through May 30, 2026. This does not include expenditures previously approved by the Board.

The total items being presented: **$4,938.45**

Approval of Expenditures:

____

______ Chairperson

______ Vice Chairperson

______ Assistant Secretary

Feed Mill Community Development District

Paid Operation & Maintenance Expenditures

May 1, 2026 Through May 30, 2026

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Clay Today	300079	2026-315529	Account #69376 - Legal Advertising 04/26	$ 63.45
Clayton Crevasse, Jr.	300076	CC042226	Board of Supervisors Meeting 04/22/26	$ 200.00
Daniel Arnette	300077	DA042226	Board of Supervisors Meeting 04/22/26	$ 200.00
Daniel Edwin McCormick	300078	DM042226	Board of Supervisor Meeting 04/22/26	$ 200.00
Rizzetta & Company, Inc.	300075	INV0000109194	Administrative Services 04/26	$ 4,100.00
VGlobal Tech	300080	8519	Website Maintenance 04/26	$ 175.00
Total				**$ 4,938.45**

Tab 3

FEED MILL
COMMUNITY DEVELOPMENT DISTRICT
CLAY COUNTY, FLORIDA
FINANCIAL REPORT
FOR THE FISCAL YEAR ENDED
SEPTEMBER 30, 2025

FEED MILL COMMUNITY DEVELOPMENT DISTRICT
CLAY COUNTY, FLORIDA

TABLE OF CONTENTS

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CERTIFIED PUBLIC ACCOUNTANTS

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INDEPENDENT AUDITOR'S REPORT

To the Board of Supervisors
Feed Mill Community Development District
Clay County, Florida

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities and each major fund of Feed Mill Community Development District, Clay County, Florida (the "District") as of and for the fiscal year ended September 30, 2025, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the District as of September 30, 2025, and the respective changes in financial position thereof for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

The District's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information Included in the Financial Report

Management is responsible for the other information included in the financial report. The other information comprises the information for compliance with FL Statute 218.39 (3) (c) but does not include the financial statements and our auditor's report thereon. Our opinions on the financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon. In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated June 29, 2026, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

June 29, 2026

MANAGEMENT'S DISCUSSION AND ANALYSIS

Our discussion and analysis of Feed Mill Community Development District, Clay County, Florida ("District") provides a narrative overview of the District's financial activities for the fiscal year ended September 30, 2025. Please read it in conjunction with the District's Independent Auditor's Report, basic financial statements, accompanying notes and supplementary information to the basic financial statements.

Feed Mill Community Development District ("District") was established on June 12, 2024 by Ordinance 2024-20 of the Board of County Commissioners of Clay County, Florida, pursuant to the Uniform Community Development District Act of 1980, otherwise known as Chapter 190, Florida Statutes, and no audit was required for the prior period. As a result, the balances as of and for the period from inception June 12, 2024 through September 30, 2024 are unaudited.

FINANCIAL HIGHLIGHTS

- The assets of the District exceeded its liabilities at the close of the most recent fiscal year resulting in a net position balance of $6,437,307.

- The change in the District's total net position in comparison with the prior fiscal year was $6,437,307. The key components of the District's net position and change in net position are reflected in the table in the government-wide financial analysis section.

- At September 30, 2025, the District's governmental funds reported combined ending fund balances of $8,424,575, an increase of $8,424,575 in comparison with the prior fiscal year. The total fund balance is non-spendable for prepaid items, restricted for debt service and capital projects, and the remaining balance is unassigned deficit fund balance in the general fund.

OVERVIEW OF FINANCIAL STATEMENTS

This discussion and analysis is intended to serve as the introduction to the District's basic financial statements. The District's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all the District's assets and liabilities, with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

The government-wide financial statements include all governmental activities that are principally supported by Developer contributions. The District does not have any business-type activities. The governmental activities of the District include the general government (management) function.

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The District has one fund category: governmental funds.

OVERVIEW OF FINANCIAL STATEMENTS (Continued)

Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a District's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the District's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balance provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The District maintains four governmental funds for external reporting. Information is presented separately in the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances for the general fund, debt service fund, capital projects fund, and the CCUA capital projects fund, all of which are considered major funds.

The District adopts an annual appropriated budget for its general fund. A budgetary comparison schedule has been provided for the general fund to demonstrate compliance with the budget.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of an entity's financial position. In the case of the District, assets exceeded liabilities at the close of the most recent fiscal year.

Key components of the District's net position are reflected in the following table:

NET POSITION
SEPTEMBER 30,

	2025	2024 (Unaudited)
Current and other assets	$ 13,594,956	$ 14,242
Capital assets, net of depreciation	17,425,163	-
Total assets	31,020,119	14,242
Current liabilities	5,172,816	14,242
Long-term liabilities	19,409,996	-
Total liabilities	24,582,812	14,242
Net position		
Net investment in capital assets	4,347,333	-
Restricted	2,089,973	-
Unrestricted	1	-
Total net position	$ 6,437,307	$ -

The District's net position reflects its investment in capital assets (e.g. land, land improvements, and infrastructure) less any related debt used to acquire those assets that is still outstanding. These assets are used to provide services to residents; consequently, these assets are not available for future spending.

GOVERNMENT-WIDE FINANCIAL ANALYSIS (Continued)

Although the District's investment in capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

The restricted portion of the District's net position represents resources that are subject to external restrictions on how they may be used. The remaining balance of unrestricted net position may be used to meet the District's other obligations.

The District's net position increased during the most recent fiscal year. The majority of the increase represents the extent to which ongoing program revenues exceeded the cost of operations.

Key elements of the change in net position are reflected in the following table:

CHANGES IN NET POSITION
FOR THE FISCAL YEAR ENDED SEPTEMBER 30,

	2025	2024* (Unaudited)
Revenues:		
Program revenues		
Operating Grants and Contributions	$ 92,889	$ 36,179
Capital Grants and Contributions	6,938,409	-
General revenues	4	-
Total revenues	7,031,302	36,179
Expenses:		
General government	91,745	36,179
Interest	2,435	-
Cost of issuance	499,815	-
Total expenses	593,995	36,179
Change in net position	6,437,307	-
Net position - beginning	-	-
Net position - ending	$ 6,437,307	$ -

*For the period from inception June 12, 2024, through September 30, 2024

As noted above and in the statement of activities, the cost of all governmental activities during the fiscal year ended September 30, 2025 was $593,995. The costs of the District's activities were funded by program revenues, which are comprised primarily of Developer contributions and contributions from Clay County Utility Authority. In total, expenses increased from the prior fiscal year, the majority of the increase was the result of bond issue costs incurred in the current year.

GENERAL BUDGETING HIGHLIGHTS

An operating budget was adopted and maintained by the governing board for the District pursuant to the requirements of Florida Statutes. The budget is adopted using the same basis of accounting that is used in preparation of the fund financial statements. The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2025.

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets

At September 30, 2025, the District had $17,425,163 invested in capital assets for its governmental activities. No depreciation has been taken in the current fiscal year as the District's infrastructure and other capital assets are under construction. More detailed information about the District's capital assets is presented in the notes of the financial statements.

Capital Debt

At September 30, 2025, the District had $15,720,000 Bonds outstanding and $3,727,871 Developer advances outstanding for its governmental activities. More detailed information about the District's capital debt is presented in the notes of the financial statements.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS AND OTHER EVENTS

It is anticipated that the general operations of the District will increase as the District is being built out.

Subsequent to fiscal year end, the District issued $5,165,000 of Series 2026 Bonds, consisting of multiple term bonds with due dates ranging from May 1, 2031 through May 1, 2057 and fixed interest rates ranging from 4.1% to 5.8%. The Bonds were issued to finance the acquisition and construction of certain improvements for the benefit of the District.

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, land owners, customers, investors and creditors with a general overview of the District's finances and to demonstrate the District's accountability for the financial resources it manages and the stewardship of the facilities it maintains. If you have questions about this report or need additional financial information, contact Feed Mill Community Development District's Accounting Department at 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614.

FINANCIAL STATEMENTS

FEED MILL COMMUNITY DEVELOPMENT DISTRICT
CLAY COUNTY, FLORIDA
STATEMENT OF NET POSITION
SEPTEMBER 30, 2025

	Governmental Activities
ASSETS	
Cash	$ 1,288,986
Due from Clay County Utility Authority	1,268,463
Due from Developer	17,049
Prepaid items	15
Restricted assets:	
Investments	11,020,443
Capital assets:	
Non-depreciable	17,425,163
Total assets	31,020,119
LIABILITIES	
Accounts payable and accrued expenses	17,587
Contracts and retainage payable	5,066,837
Accrued interest payable	2,435
Unearned revenue	85,957
Non-current liabilities:	
Due in more than one year	19,409,996
Total liabilities	24,582,812
NET POSITION	
Net investment in capital assets	4,347,333
Restricted for debt service	2,089,973
Unrestricted	1
Total net position	$ 6,437,307

See notes to the financial statements

FEED MILL COMMUNITY DEVELOPMENT DISTRICT
CLAY COUNTY, FLORIDA
STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025

Functions/Programs	Expenses	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions	Net (Expense) Revenue and Changes in Net Position: Governmental Activities
Primary government:				
Governmental activities:				
General government	$ 91,745	$ 91,847	$ 6,938,409	$ 6,938,511
Interest on long-term debt	2,435	1,042	-	(1,393)
Cost of issuance	499,815	-	-	(499,815)
Total governmental activities	593,995	92,889	6,938,409	6,437,303
General revenues:				
Unrestricted investment earnings				4
Total general revenues				4
Change in net position				6,437,307
Net position - beginning				-
Net position - ending				$ 6,437,307

See notes to the financial statements

FEED MILL COMMUNITY DEVELOPMENT DISTRICT
CLAY COUNTY, FLORIDA
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2025

	Major Funds				Total
	General	Debt Service	Capital Projects	CCUA Capital Projects	Governmental Funds
ASSETS					
Cash	$ 86,481	$ -	$ 1,023,954	$ 178,551	$ 1,288,986
Investments	-	2,092,408	8,928,035	-	11,020,443
Due from Developer	17,049	-	-	-	17,049
Due from Clay County Utility Authority	-	-	-	1,268,463	1,268,463
Prepaid items	15	-	-	-	15
Total assets	$ 103,545	$ 2,092,408	$ 9,951,989	$ 1,447,014	$ 13,594,956
LIABILITIES AND FUND BALANCES					
Liabilities:					
Accounts payable and accrued liabilities	$ 17,587	$ -	$ -	$ -	$ 17,587
Contracts and retainage payable	-	-	3,798,374	1,268,463	5,066,837
Unearned revenue	85,957	-	-	-	85,957
Total liabilities	103,544	-	3,798,374	1,268,463	5,170,381
Fund balances:					
Nonspendable:					
Prepaid items and deposits	15	-	-	-	15
Restricted for:					
Debt service	-	2,092,408	-	-	2,092,408
Capital projects	-	-	6,153,615	178,551	6,332,166
Unassigned	(14)	-	-	-	(14)
Total fund balance	1	2,092,408	6,153,615	178,551	8,424,575
Total liabilities and fund balances	$ 103,545	$ 2,092,408	$ 9,951,989	$ 1,447,014	$ 13,594,956

See notes to the financial statements

FEED MILL COMMUNITY DEVELOPMENT DISTRICT
CLAY COUNTY, FLORIDA
RECONCILIATION OF THE BALANCE SHEET - GOVERNMENTAL FUNDS
TO THE STATEMENT OF NET POSITION
SEPTEMBER 30, 2025

Fund balance - governmental funds		$ 8,424,575
Amounts reported for governmental activities in the statement of net position are different because:		
Capital assets used in governmental activities are not financial resources and, therefore, are not reported as assets in the governmental funds. The statement of net position includes those capital assets, net of any accumulated depreciation, in the net position of the government as a whole.		
Cost of capital assets	17,425,163	
Accumulated depreciation	-	17,425,163
Liabilities not due and payable from current available resources are not reported as liabilities in the governmental fund statements. All liabilities, both current and long-term, are reported in the government-wide financial statements.		
Accrued interest payable	(2,435)	
Developer advance payable	(3,727,871)	
Bonds payable	(15,682,125)	(19,412,431)
Net position of governmental activities		$ 6,437,307

See notes to the financial statements

FEED MILL COMMUNITY DEVELOPMENT DISTRICT
CLAY COUNTY, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025

	Major Funds				Total
	General	Debt Service	Capital Projects	CCUA Capital Projects	Governmental Funds
REVENUES					
Developer contributions	$ 91,847	$ -	$ -	$ -	$ 91,847
Clay County Utility Authority contributions	-	-	-	6,938,409	6,938,409
Interest income	4	-	1,042	-	1,046
Total revenues	91,851	-	1,042	6,938,409	7,031,302
EXPENDITURES					
Current:					
General government	91,745	-	-	-	91,745
Debt service:					
Principal	-	-	4,162,033	-	4,162,033
Cost of issuance	-	-	499,815	-	499,815
Capital outlay	-	-	10,665,305	6,759,858	17,425,163
Total expenditures	91,745	-	15,327,153	6,759,858	22,178,756
Excess (deficiency) of revenues over (under) expenditures	106	-	(15,326,111)	178,551	(15,147,454)
OTHER FINANCING SOURCES (USES)					
Bond proceeds	-	2,092,408	13,627,592	-	15,720,000
Bond issue discount	-	-	(37,875)	-	(37,875)
Developer advance	-	-	7,889,904	-	7,889,904
Interfund transfer in (out)	(105)	-	105	-	-
Total other financing sources (uses)	(105)	2,092,408	21,479,726	-	23,572,029
Net change in fund balances	1	2,092,408	6,153,615	178,551	8,424,575
Fund balance - beginning	-	-	-	-	-
Fund balance - ending	$ 1	$ 2,092,408	$ 6,153,615	$ 178,551	$ 8,424,575

See notes to the financial statements

FEED MILL COMMUNITY DEVELOPMENT DISTRICT
CLAY COUNTY, FLORIDA
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025

Net change in fund balances - total governmental funds	$ 8,424,575
Amounts reported for governmental activities in the statement of activities are different because:	
Governmental funds report the face amount of Bonds issued as financial resources when debt is first issued, whereas these amounts are eliminated in the statement of activities and recognized as long-term liabilities in the statement of net position.	(15,720,000)
Governmental funds report capital outlays as expenditures; however, the cost of capital assets is eliminated in the statement of activities and capitalized in the statement of net position.	17,425,163
Repayments of long-term liabilities are reported as expenditures in the governmental fund financial statement but such repayments reduce liabilities in the statement of net position and are eliminated in the statement of activities.	4,162,033
Governmental funds report Developer advances as financial resources when cash is received, whereas these amounts are eliminated in the statement of activities and recognized as long-term liabilities in the statement of net position.	(7,889,904)
In connection with the issuance of the Bonds, the original issue discount is reported as a financing use when debt is first issued, whereas the amount is eliminated in the statement of activities and reduces long-term liabilities in the statement of net position	37,875
The change in accrued interest on long-term liabilities between the current and prior fiscal year end is recorded in the statement of activities but not in the fund financial statements.	(2,435)
Change in net position of governmental activities	$ 6,437,307

See notes to the financial statements

FEED MILL COMMUNITY DEVELOPMENT DISTRICT
CLAY COUNTY, FLORIDA
NOTES TO THE FINANCIAL STATEMENTS

NOTE 1 - NATURE OF ORGANIZATION AND REPORTING ENTITY

Feed Mill Community Development District ("District") was established on June 12, 2024 by Ordinance 2024-20 of the Board of County Commissioners of Clay County, Florida, pursuant to the Uniform Community Development District Act of 1980, otherwise known as Chapter 190, Florida Statutes. The Act provides, among other things, the power to manage basic services for community development, power to borrow money and issue bonds, and to levy and assess non-ad valorem assessments for the financing and delivery of capital infrastructure.

The District was established for the purposes of financing and managing the acquisition, construction, maintenance and operation of a portion of the infrastructure necessary for community development within the District.

The District is governed by the Board of Supervisors ("Board"), which is composed of five members. The Supervisors are elected on an at large basis by landowners of the District. The Board of Supervisors of the District exercise all powers granted to the District pursuant to Chapter 190, Florida Statutes. At September 30, 2025, three Board members are affiliated with SRTG Dev Owner, LLC (“Developer”).

The Board has the responsibility for:
1. Allocating and levying assessments.
2. Approving budgets.
3. Exercising control over facilities and properties.
4. Controlling the use of funds generated by the District.
5. Approving the hiring and firing of key personnel.
6. Financing improvements.

The financial statements were prepared in accordance with Governmental Accounting Standards Board (“GASB”) Statements. Under the provisions of those standards, the financial reporting entity consists of the primary government, organizations for which the District is considered to be financially accountable and other organizations for which the nature and significance of their relationship with the District are such that, if excluded, the financial statements of the District would be considered incomplete or misleading. There are no entities considered to be component units of the District; therefore, the financial statements include only the operations of the District.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Government-Wide and Fund Financial Statements
The basic financial statements include both government-wide and fund financial statements.

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the primary government. For the most part, the effect of interfund activity has been removed from these statements.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include: 1) charges to customers who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment; operating-type special assessments for maintenance and debt service are treated as charges for services and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Other items not included among program revenues are reported instead as *general revenues*.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the *economic resources measurement* focus and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Assessments are recognized as revenues in the year for which they are levied. Grants and similar items are to be recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures are recorded only when payment is due.

Assessments

Assessments are non-ad valorem assessments imposed on assessable lands located within the District. Assessments may be levied on property to pay for the operations and maintenance of the District. The fiscal year for which annual assessments may be levied begins on October 1 with discounts available for payments through February 28 and become delinquent on April 1. For debt service assessments, amounts collected as advance payments are used to prepay a portion of the Bonds outstanding. Otherwise, assessments are collected annually to provide funds for the debt service on the portion of the Bonds which are not paid with prepaid assessments.

Assessments and interest associated with the current fiscal period are considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. The portion of assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period.

The District reports the following major governmental funds:

General Fund

The general fund is the general operating fund of the District. It is used to account for all financial resources except those required to be accounted for in another fund.

Debt Service Fund

The debt service fund is used to account for the accumulation of resources for the annual payment of principal and interest on long-term debt.

Capital Projects Fund

This fund accounts for the financial resources to be used for the acquisition or construction of major infrastructure within the District.

CCUA Capital Projects Fund

This fund accounts for the financial resources to be used for the acquisition or construction of major infrastructure within the District that are funded by the Clay County Utility Authority.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements.

When both restricted and unrestricted resources are available for use, it is the government's policy to use restricted resources first for qualifying expenditures, then unrestricted resources as they are needed.

Assets, Liabilities and Net Position or Equity

Restricted Assets

These assets represent cash and investments set aside pursuant to Bond covenants or other contractual restrictions.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity (Continued)

Deposits and Investments

The District's cash and cash equivalents are considered to be cash on hand and demand deposits (interest and non-interest bearing).

The District has elected to proceed under the Alternative Investment Guidelines as set forth in Section 218.415 (17) Florida Statutes. The District may invest any surplus public funds in the following:

a) The Local Government Surplus Trust Funds, or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act;
b) Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency;
c) Interest bearing time deposits or savings accounts in qualified public depositories;
d) Direct obligations of the U.S. Treasury.

Securities listed in paragraph c and d shall be invested to provide sufficient liquidity to pay obligations as they come due. In addition, surplus funds may be deposited into certificates of deposit which are insured and any unspent Bond proceeds are required to be held in investments as specified in the Bond Indenture.

The District records all interest revenue related to investment activities in the respective funds. Investments are measured at amortized cost or reported at fair value as required by generally accepted accounting principles.

Prepaid Items

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

Capital Assets

Capital assets which include property, plant and equipment, and infrastructure assets (e.g., roads, sidewalks and similar items) are reported in the governmental activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than $5,000 (amount not rounded) and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed.

No depreciation has been taken in the current fiscal year as the District's infrastructure and other capital assets are under construction.

Unearned Revenue

Governmental funds report unearned revenue in connection with resources that have been received, but not yet earned.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity (Continued)

Long-Term Obligations
In the government-wide financial statements long-term debt and other long-term obligations are reported as liabilities in the statement of net position. Bond premiums and discounts are deferred and amortized ratably over the life of the Bonds. Bonds payable are reported net of applicable premiums or discounts. Bond issuance costs are expensed when incurred.

In the fund financial statements, governmental fund types recognize premiums and discounts, as well as issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

Deferred Outflows/Inflows of Resources
In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

Fund Equity/Net Position
In the fund financial statements, governmental funds report nonspendable and restricted fund balance for amounts that are not available for appropriation or are legally restricted by outside parties for use for a specific purpose. Assignments of fund balance represent tentative management plans that are subject to change.

The District can establish limitations on the use of fund balance as follows:

Committed fund balance – Amounts that can be used only for the specific purposes determined by a formal action (resolution) of the Board of Supervisors. Commitments may be changed or lifted only by the Board of Supervisors taking the same formal action (resolution) that imposed the constraint originally. Resources accumulated pursuant to stabilization arrangements sometimes are reported in this category.

Assigned fund balance – Includes spendable fund balance amounts established by the Board of Supervisors that are intended to be used for specific purposes that are neither considered restricted nor committed. The Board may also assign fund balance as it does when appropriating fund balance to cover differences in estimated revenue and appropriations in the subsequent year's appropriated budget. Assignments are generally temporary and normally the same formal action need not be taken to remove the assignment.

The District first uses committed fund balance, followed by assigned fund balance and then unassigned fund balance when expenditures are incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used.

Net position is the difference between assets and deferred outflows of resources less liabilities and deferred inflows of resources. Net position in the government-wide financial statements are categorized as net investment in capital assets, restricted or unrestricted. Net investment in capital assets represents net position related to infrastructure and property, plant and equipment. Restricted net position represents the assets restricted by the District's Bond covenants or other contractual restrictions. Unrestricted net position consists of the net position not meeting the definition of either of the other two components.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Other Disclosures

Use of Estimates
The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

NOTE 3 - BUDGETARY INFORMATION

The District is required to establish a budgetary system and an approved Annual Budget. Annual Budgets are adopted on a basis consistent with generally accepted accounting principles for the general fund. All annual appropriations lapse at fiscal year-end.

The District follows these procedures in establishing the budgetary data reflected in the financial statements.

a) Each year the District Manager submits to the District Board a proposed operating budget for the fiscal year commencing the following October 1.
b) Public hearings are conducted to obtain comments.
c) Prior to October 1, the budget is legally adopted by the District Board.
d) All budget changes must be approved by the District Board, although the District Manager can approve certain changes to line item appropriations within funds.
e) The budgets are adopted on a basis consistent with generally accepted accounting principles.
f) Unused appropriation for annually budgeted funds lapse at the end of the year.

NOTE 4 - DEPOSITS AND INVESTMENTS

Deposits
The District's cash balances were entirely covered by federal depository insurance or by a collateral pool pledged to the State Treasurer. Florida Statutes Chapter 280, "Florida Security for Public Deposits Act", requires all qualified depositories to deposit with the Treasurer or another banking institution eligible collateral equal to various percentages of the average daily balance for each month of all public deposits in excess of any applicable deposit insurance held. The percentage of eligible collateral (generally, U.S. Governmental and agency securities, state or local government debt, or corporate bonds) to public deposits is dependent upon the depository's financial history and its compliance with Chapter 280. In the event of a failure of a qualified public depository, the remaining public depositories would be responsible for covering any resulting losses.

Investments
The District's investments were held as follows at September 30, 2025:

	Amortized Cost	Credit Risk	Weighted Average Maturities
First American Treasury Obligations Fund CL Y	$ 11,020,443	S&P AAAm	48 days
Total Investments	$ 11,020,443		

Credit risk – For investments, credit risk is generally the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Investment ratings by investment type are included in the preceding summary of investments.

Concentration risk – The District places no limit on the amount the District may invest in any one issuer.

Interest rate risk – The District does not have a formal policy that limits investment maturities as a means of managing exposure to fair value losses arising from increasing interest rates.

NOTE 4 – DEPOSITS AND INVESTMENTS (Continued)

Investments (Continued)
However, the Bond Indentures limit the type of investments held using unspent proceeds.

Fair Value Measurement – When applicable, the District measures and records its investments using fair value measurement guidelines established in accordance with GASB Statements. The framework for measuring fair value provides a fair value hierarchy that prioritizes the inputs to valuation techniques.

These guidelines recognize a three-tiered fair value hierarchy, in order of highest priority, as follows:

- *Level 1:* Investments whose values are based on unadjusted quoted prices for identical investments in active markets that the District has the ability to access;
- *Level 2:* Investments whose inputs - other than quoted market prices - are observable either directly or indirectly; and,
- *Level 3:* Investments whose inputs are unobservable.

The fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the entire fair value measurement. Valuation techniques used should maximize the use of observable inputs and minimize the use of unobservable inputs.

Money market investments that have a maturity at the time of purchase of one year or less and are held by governments other than external investment pools should be measured at amortized cost. Accordingly, the District's investments have been reported at amortized cost above.

NOTE 5 – CAPITAL ASSETS

Capital asset activity for the fiscal year ended September 30, 2025 was as follows:

	Beginning Balance	Additions	Deletions	Ending Balance
Governmental activities				
Capital assets, not being depreciated				
Infrastructure under construction	$ -	$ 17,425,163	$ -	$ 17,425,163
Total capital assets, not being depreciated	-	17,425,163	-	17,425,163
Governmental activities capital assets, net	$ -	$ 17,425,163	$ -	$ 17,425,163

The infrastructure intended to serve the District has been estimated at a total cost of approximately $187.8 million. The infrastructure will include roads, stormwater management, utilities, amenity facilities, and off-site improvements. A portion of the Series 2025 Parcel 1 Project costs are to be funded with the proceeds from the issuance of the Series 2025 Bonds, and the remainder is intended to be funded by the Master Landowner. Upon completion, certain assets will be conveyed to others for ownership and maintenance.

NOTE 6 – LONG-TERM LIABILITIES

Series 2025
On September 29, 2025, the District issued Capital Improvement Revenue Bonds, Series 2025 in the amount of $15,720,000 which is comprised of term bonds with due dates from May 1, 2042 – May 1, 2056 with fixed interest rates ranging from 5.5%-5.875%. The Bonds were issued to fund the acquisition and construction of certain improvements for the benefit of the District. Interest is to be paid semiannually on May 1 and November 1. Principal on the Series 2025 Bonds is paid serially commencing May 1, 2027 through May 1, 2056.

The Series 2025 Bonds are subject to redemption at the option of the District prior to their maturity. The Bonds are subject to extraordinary mandatory redemption prior to their selected maturity in the manner determined by the Bond Registrar if certain events occurred as outlined in the Bond Indenture.

NOTE 6 – LONG-TERM LIABILITIES (Continued)

Series 2025 (Continued)

The Bond Indenture established debt service reserve requirements as well as other restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedures to be followed by the District on assessments to property owners. The District agrees to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements. Upon satisfaction of certain conditions, a portion of the original reserve requirements will be transferred to the acquisition and construction trust account to pay for project costs in accordance with the bond indenture; this did not occur during the current fiscal year. The District was in compliance with the requirements at September 30, 2025.

Developer Advances

The District has entered into an advance funding agreement with the Developer whereby the Developer will provide advanced funding for the construction and acquisition of certain capital improvements. In connection with the agreement, the Developer advanced the District a total of $7,889,904 during the current fiscal year. The District paid a total of $4,162,033 to the Developer during the current fiscal year using proceeds from Series 2025 Bonds, leaving an ending Developer advance balance of $3,727,871 as of September 30, 2025.

Long-term Debt Activity

Changes in long-term liability activity for the fiscal year ended September 30, 2025 were as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
Governmental activities					
Bonds payable:					
Series 2025	$ -	$ 15,720,000	$ -	$ 15,720,000	$ -
Less: Original issue discount	-	(37,875)	-	(37,875)	-
Direct borrowings:					
Developer advances	-	7,889,904	4,162,033	3,727,871	-
Total	$ -	$ 23,572,029	$ 4,162,033	$ 19,409,996	$ -

At September 30, 2025, the scheduled debt service requirements on the long-term debt were as follows:

Year ending September 30:	Governmental Activities Principal	Interest	Total
2026	$ -	$ 532,451	$ 532,451
2027	205,000	904,163	1,109,163
2028	220,000	892,888	1,112,888
2029	230,000	880,788	1,110,788
2030	245,000	868,138	1,113,138
2031-2035	1,445,000	4,122,888	5,567,888
2036-2040	1,905,000	3,677,938	5,582,938
2041-2045	2,515,000	3,085,900	5,600,900
2046-2050	3,365,000	2,258,350	5,623,350
2051-2055	4,515,000	1,142,394	5,657,394
2056	1,075,000	63,156	1,138,156
Total	$ 15,720,000	$ 18,429,054	$ 34,149,054

NOTE 7 – DEVELOPER TRANSACTIONS

The Developer has agreed to fund the general operations of the District. In connection with that agreement, Developer contributions to the general fund were $91,847, which includes a receivable of $17,049 as of September 30, 2025.

NOTE 8 – CONCENTRATION

The Developer owns the majority of the land within the District. Therefore, the District's activity is dependent upon the continued involvement of the Developer, the loss of which could have a material adverse effect on the District's operations.

NOTE 9 - MANAGEMENT COMPANY

The District has contracted with a management company to perform services, which include financial and accounting services. Certain employees of the management company also serve as officers (Board appointed non-voting positions) of the District. Under the agreement, the District compensates the management company for management, accounting, financial reporting, computer and other administrative costs.

NOTE 10 - RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. The District has obtained commercial insurance from independent third parties to mitigate the costs of these risks; coverage may not extend to all situations. There were no settled claims since inception of the District.

NOTE 11 – CLAY COUNTY UTILITY AUTHORITY CONTRIBUTIONS

During the current fiscal year the District entered into a funding agreement with Clay County Utility Authority ("CCUA") whereby CCUA has agreed to provide the District with funding in order to construct certain infrastructure improvements. In connection with the agreement, CCUA contributions to the District during the fiscal year ended September 30, 2025 were $6,938,409, which includes a receivable of $1,268,463 as of September 30, 2025.

NOTE 12 – SUBSEQUENT EVENTS

Bond Issuance
Subsequent to fiscal year end, the District issued $5,165,000 of Series 2026 Bonds, consisting of multiple term bonds with due dates ranging from May 1, 2031 through May 1, 2057 and fixed interest rates ranging from 4.1% to 5.8%. The Bonds were issued to finance the acquisition and construction of certain improvements for the benefit of the District.

FEED MILL COMMUNITY DEVELOPMENT DISTRICT
CLAY COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCE - BUDGET AND ACTUAL – GENERAL FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025

	Budgeted Amounts Original & Final	Actual Amounts	Variance with Final Budget - Positive (Negative)
REVENUES			
Developer contributions	$ 307,546	91,847	$ (215,699)
Interest income	-	4	4
Total revenues	307,546	91,851	(215,695)
EXPENDITURES			
Current:			
General government	123,546	91,745	31,801
Maintenance and operations	184,000	-	184,000
Total expenditures	307,546	91,745	215,801
OTHER FINANCING SOURCES (USES)			
Interfund transfer in (out)	-	(105)	(105)
Total other financing sources (uses)	-	(105)	(105)
Net change in fund balance	$ -	1	$ 1
Fund balance - beginning		-	
Fund balance - ending		$ 1	

See notes to required supplementary information

FEED MILL COMMUNITY DEVELOPMENT DISTRICT
CLAY COUNTY, FLORIDA
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION

The District is required to establish a budgetary system and an approved Annual Budget for the general fund. The District's budgeting process is based on estimates of cash receipts and cash expenditures which are approved by the Board. The budget approximates a basis consistent with accounting principles generally accepted in the United States of America (generally accepted accounting principles).

The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2025.

FEED MILL COMMUNITY DEVELOPMENT DISTRICT
CLAY COUNTY, FLORIDA
OTHER INFORMATION – DATA ELEMENTS
REQUIRED BY FL STATUTE 218.39 (3) (C)
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025
UNAUDITED

Element	Comments
Number of district employees compensated in the last pay period of the District's fiscal year being reported	0
Number of independent contractors compensated to whom nonemployee compensation was paid in the last month of the District's fiscal year being reported	1
Employee compensation	Not Applicable
Independent contractor compensation	$44,832
Construction projects to begin on or after October 1; (>$65K)	Not Applicable
Budget variance report	See the Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual - General Fund
Ad valorem taxes;	Not applicable
Non ad valorem special assessments;	
Special assessment rate	Not Applicable
Special assessments collected	Not applicable
Outstanding Bonds:	
Series 2025	$15,720,000

Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

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Boca Raton, Florida 33431
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www.graucpa.com

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Board of Supervisors
Feed Mill Community Development District
Clay County, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of Feed Mill Community Development District, Clay County, Florida ("District") as of and for the fiscal year ended September 30, 2025, and the related notes to the financial statements, which collectively comprise the District's basic financial statements and have issued our report thereon dated June 29, 2026.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

June 29, 2026

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INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH THE REQUIREMENTS OF SECTION 218.415, FLORIDA STATUTES, REQUIRED BY RULE 10.556(10) OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA

To the Board of Supervisors
Feed Mill Community Development District
Clay County, Florida

We have examined Feed Mill Community Development District, Clay County, Florida's ("District") compliance with the requirements of Section 218.415, Florida Statutes, in accordance with Rule 10.556(10) of the Auditor General of the State of Florida during the fiscal year ended September 30, 2025. Management is responsible for the District's compliance with those requirements. Our responsibility is to express an opinion on the District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the District complied, in all material respects, with the specified requirements referenced in Section 218.415, Florida Statutes. An examination involves performing procedures to obtain evidence about whether the District complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion. Our examination does not provide a legal determination on the District's compliance with specified requirements.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the examination engagement.

In our opinion, the District complied, in all material respects, with the aforementioned requirements for the fiscal year ended September 30, 2025.

This report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, management, and the Board of Supervisors of Feed Mill Community Development District, Clay County, Florida, and is not intended to be and should not be used by anyone other than these specified parties.

June 29, 2026

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MANAGEMENT LETTER PURSUANT TO THE RULES OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA

To the Board of Supervisors
Feed Mill Community Development District
Clay County, Florida

Report on the Financial Statements

We have audited the accompanying basic financial statements of Feed Mill Community Development District, Clay County, Florida ("District") as of and for the fiscal year ended September 30, 2025 and have issued our report thereon dated June 29, 2026.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in G*overnment Auditing Standards,* issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Florida Auditor General.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards;* and Independent Auditor's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated June 29, 2026, should be considered in conjunction with this management letter.

Purpose of this Letter

The purpose of this letter is to comment on those matters required by Chapter 10.550 of the Rules of the Auditor General of the State of Florida. Accordingly, in connection with our audit of the financial statements of the District, as described in the first paragraph, we report the following:

I. **Current year findings and recommendations.**
II. **Status of prior year findings and recommendations.**
III. **Compliance with the Provisions of the Auditor General of the State of Florida.**

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, as applicable, management, and the Board of Supervisors of Feed Mill Community Development District, Clay County, Florida and is not intended to be and should not be used by anyone other than these specified parties.

We wish to thank Feed Mill Community Development District, Clay County, Florida and the personnel associated with it, for the opportunity to be of service to them in this endeavor as well as future engagements, and the courtesies extended to us.

June 29, 2026

REPORT TO MANAGEMENT

I. CURRENT YEAR FINDINGS AND RECOMMENDATIONS

None

II. PRIOR YEAR FINDINGS AND RECOMMENDATIONS

None

III. COMPLIANCE WITH THE PROVISIONS OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA

Unless otherwise required to be reported in the auditor's report on compliance and internal controls, the management letter shall include, but not be limited to the following:

1. A statement as to whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report.

   N/A First year audit.

2. Any recommendations to improve the local governmental entity's financial management.

   There were no such matters discovered by, or that came to the attention of, the auditor, to be reported for the fiscal year ended September 30, 2025.

3. Noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance.

   There were no such matters discovered by, or that came to the attention of, the auditor, to be reported, for the fiscal year ended September 30, 2025.

4. The name or official title and legal authority of the District are disclosed in the notes to the financial statements.

5. The District has not met any of the financial emergency conditions described in Section 218.503(1), Florida Statutes.

6. We applied financial condition assessment procedures and no deteriorating financial conditions were noted as of September 30, 2025. It is management's responsibility to monitor financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

7. Management has provided the specific information required by Section 218.39(3) (c) in the Other Information section of the financial statements on page 23.

Tab 4

REQUEST FOR QUALIFICATIONS

CONSTRUCTION ADMINISTRATION & OBSERVATION SERVICES FOR SARATOGA SPRINGS PHASE 1 AMENITY CENTER PROJECT

FEED MILL COMMUNITY DEVELOPMENT DISTRICT

JUNE 26, 2026

FEED MILL COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR QUALIFICATIONS
CONSTRUCTION ADMINISTRATION & OBSERVATION SERVICES FOR SARATOGA SPRINGS PHASE 1 AMENITY CENTER PROJECT

TABLE OF CONTENTS

REQUEST FOR QUALIFICATIONS
FOR CONSTRUCTION ADMINISTRATION & OBSERVATION
(SARATOGA SPRINGS PHASE 1 AMENITY CENTER)
FEED MILL COMMUNITY DEVELOPMENT DISTRICT

The Feed Mill Community Development District ("**District**"), located in Clay County, Florida, is soliciting Applications for Qualification from firms interested in providing construction administration and observation services for the construction of the Saratoga Springs Phase 1 Amenity Center and its appurtenant facilities, including a pool and associated equipment ("**Project**"). The selected firm will provide construction administration and observation services, as more particularly described in the Request for Qualifications Package ("RFQ"). To be eligible to submit qualification documents ("Response"), and in addition to any other requirements set forth in the RFQ, an interested firm must: (i) hold all required local, state and federal licenses in good standing; and (ii) be authorized to do business in Clay County and the State of Florida.

The RFQ will be available beginning June 26, 2026 at 9:00 a.m. (EST). Applicants can request the RFQ by emailing Katie S. Buchanan at Katie.Buchanan@KutakRock.com. Respondents must provide contact information in order to receive the RFQ, and, in that way, will be added to the District's distribution list for any subsequent addenda to the original RFQ. The District reserves, in its sole discretion, to make changes to the RFQ up until the time of the opening, and to provide notice of such changes only to those Respondents who have downloaded an RFQ.

Each firm desiring to submit a response to the RFQ must submit an electronic copy of the firm's response to Katie S. Buchanan via email at Katie.Buchanan@KutakRock.com in PDF, no later than July 10, 2026 at 5:00 p.m. (EST). A public meeting of the District will be conducted on July 22, 2026 at 9:00 a.m. (EST) at 1845 Town Center Boulevard, Suite 105, Fleming Island, Florida 32003 to rank the responses and award the contract for services.

Responses will be evaluated in accordance with the criteria included in the RFQ. The District reserves the right to reject any and all responses, make modifications to the scope of work, award the contract in whole or in part with or without cause, provide for the delivery of the Project in phases, and waive minor or technical irregularities in any proposal, as it deems appropriate, if it determines in its discretion that it is in the District's best interests to do so.

ANY PROTEST REGARDING THE TERMS OF THIS NOTICE, OR THE EVALUATION CRITERIA ON FILE WITH THE DISTRICT MANAGER, MUST BE FILED IN WRITING, WITHIN SEVENTY-TWO (72) HOURS (EXCLUDING WEEKENDS AND STATE HOLIDAYS) AFTER THE PUBLICATION OF THIS NOTICE.

The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within **seven (7) calendar days** after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid notice or evaluation criteria provisions. Any person who files a notice of protest shall provide to the district, simultaneous with the filing of the notice, a protest bond with a responsible surety to be approved by the district and in the amount of one thousand dollars ($1,000.00). Additional information and requirements regarding protests are set forth in the District's rules of procedure, which are available upon request

Lesley Gallagher

District Manager

FEED MILL COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR QUALIFICATIONS
CONSTRUCTION ADMINISTRATION & OBSERVATION SERVICES FOR
SARATOGA SPRINGS PHASE 1 AMENITY CENTER PROJECT

PROJECT INFORMATION PACKAGE

INTRODUCTION

The Feed Mill Community Development District (**"District"**) is soliciting qualification documents, as set forth in more detail herein (**"Response(s)"**), from qualified respondents ("**Respondent(s)**") for construction administration and observation services for the construction of the District's Saratoga Springs Phase 1 Amenity Center Project ("**Project**"). The Project is located within the District's boundaries and includes, but is not limited to, the work necessary to construct an amenity center building and its appurtenant facilities including, but not limited to, a pool. One Respondent will be chosen to manage and oversee the construction of the Project. Preliminary estimates for the costs of the Project are approximately $5,616,457.53. No minimum value is guaranteed.

The selected construction administration and observation firm ("**Firm**") is expected to perform the scope of services outlined in an exhibit to the form of Agreement attached hereto. Those portions of the work that the Firm does not customarily perform with the Firm's own personnel shall be performed under subcontracts or by other appropriate agreements with the Firm. A draft form of "**Agreement**" for the construction administration and observation services is attached to this Request for Qualifications ("**RFQ**"); however, the Agreement terms are subject to negotiation, and the District expressly reserves the right to make changes to the proposed Agreement form.

Please note that any final Agreement(s) for the Project is subject to appropriations and funding. Construction funding for the Project is expected to be funded from the proceeds of tax-exempt bonds issued by the District, among other sources.

A. INSTRUCTIONS TO RESPONDENTS

1. Respondents shall submit their Response to this RFQ via email to Katie S. Buchanan at Katie.Buchanan@KutakRock.com, in an electronic "PDF" format. Responses must be received no later than **July 10, 2026 at 9:00 a.m. (EST)** ("**Submittal Date**").

2. The time and date for receipt of Responses will be strictly observed. The Respondent shall assume full responsibility for timely delivery at the above-designated email. District Counsel shall serve as the official authority to determine timeliness of the Response. Responses received after the specified time and date shall be returned unopened.

3. Questions concerning this RFQ must be directed by e-mail only to Katie S. Buchanan at Katie.Buchanan@KutakRock.com no later than **5:00 p.m. (EST) on July 1, 2026**. All questions received by the above deadline may be aggregated into a single addendum to be distributed to all Respondents.

4. RFQ process event sequence:

a) RFQ Notice is published on **June 25, 2026**.
b) Questions pertaining to this RFQ must be received no later than **5:00 p.m. on July 2, 2026**.
c) Answers to questions, if any, will be returned via email to all Respondents who have downloaded an RFQ on or before **5:00 p.m. (EST) on July 8, 2026**.
d) Respondents must submit Responses to the Submittal Location no later than **5:00 p.m. (EST) on July 10, 2026**.
e) Presentations by Respondents may be requested, as set forth in more detail herein, by the District and, if so, the date(s) for such presentations will be announced via e-mail to all Respondents who have downloaded an RFQ.

6. No oral interpretation of this RFQ shall be considered binding. The District will be bound by information and statements only when such statements are written and executed under the authority of the District. Any interpretation, clarification, correction, or change to this RFQ will be made only by addendum. Written instructions regarding discrepancies, omissions, or unclear intents will be sent to all Respondents who have received the RFQ from the District. Interpretations, corrections, or changes made in any other manner will not be binding, and Respondents shall not rely upon such interpretations, corrections, or changes.

7. Prior to submission of its Response, each Respondent shall ascertain that it has received all addenda issued. The Respondent shall acknowledge receipt of all addenda by completing the acknowledgment space provided on the Affidavit Regarding Response.

8. The District may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor. The District may not give preference to a vendor based on the vendor's social, political, or ideological interests. Each solicitation for procurement of commodities or contractual services by the District will include a provision notifying vendors of these provisions.

B. TERMS AND CONDITIONS

1. **REJECTION OF RESPONSES.** The District reserves the right to reject any and all Responses, and/or to re-advertise, to waive any irregularities, informalities, or technicalities therein, to negotiate the Contract terms with the successful Respondent, to disregard all non-conforming, non-responsive, unbalanced or conditional Responses, or to accept any Response which in the District's sole judgment will best serve the District's interests.

2. **RIGHT TO CANCEL.** The District reserves the right to cancel the award of any Contract at any time before the execution of either of the Contracts by all parties without any

liability against the District. Additionally, once the Contract is entered into, the District reserves the right to terminate the Contract at any time, regardless whether the pre-construction services or construction services are complete. In consideration of the District's evaluation of submitted Responses, the Respondent, by submitting its Response, expressly waives any claim to damages of any kind whatsoever, in the event the District exercises its rights provided for in this subsection.

3. **REQUESTS FOR CLARIFICATION.** The District reserves the right to request clarification on information submitted from one or more Respondents after the deadline for receipt of Responses.

4. **PERMISSIVE INTERPRETATION.** The only mandatory requirements contained within this RFQ are that an interested firm must: (i) hold all required local, state and federal licenses in good standing, and (ii) be authorized to do business in Clay County and the State of Florida. All of the other requirements or provisions set forth in the RFQ shall be deemed "permissive," in that a Respondent's failure to meet any requirement described in mandatory terms such as "shall," "will," "mandatory," or similar language does not automatically disqualify the Respondent's Response, but instead may be taken into account in the evaluation and scoring of the Response.

5. **COSTS OF PREPARATION.** Costs of preparation of a Response are solely those of the Respondent and the District assumes no responsibility for any such costs incurred by the Respondent.

6. **NOT A CONTRACT.** The Respondent understands that the RFQ does not constitute an agreement or contract with the District, and no contract rights or remedies shall be deemed to have accrued to Respondent herewith.

7. **DISQUALIFICATION.** Any Respondent who submits in its Response any information that is determined by the District, in its sole opinion, to be substantially inaccurate, misleading, exaggerated, or incorrect, may be disqualified from consideration. Failure of any Respondent to comply with this RFQ may render the Respondent non-responsive and ineligible from further consideration.

8. **NO SOLICITATION.** Each Respondent warrants that they have not employed or retained any company or person to solicit or secure this RFQ where the Respondent has agreed to pay a fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award of this RFQ.

9. **APPROVALS.** All Respondents shall hold all required local, state and federal licenses, registrations and approvals necessary to perform the work contemplated by this RFQ in good standing and be authorized to conduct business in Clay County and the State of Florida.

10. **NO CONFLICTS.** The Respondent does hereby declare that it is the only person or persons interested in said Response; that it is a genuine Response not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; that it is made without

any connection with any person submitting another Response for the same RFQ; that the Respondent has not directly or indirectly induced or solicited any other Respondent to submit a false or sham Response; that the Response is in all respects fair and without collusion, fraud, or mental reservations and that Respondent has not sought by collusion to obtain for itself any advantage over any other Respondent or over the District.

11. **LOBBYING.**

a) Respondents are advised that the Respondent or anyone representing the Respondent is prohibited from communicating with any of District's Board of Supervisors or staff regarding its Response, i.e., a **"Cone of Silence."**

b) The Cone of Silence is in effect from the date of issuance of the RFQ (i.e., June 26, 2026) and terminates at the date/time that the District selects a Respondent, rejects all Responses, or otherwise takes action which ends the solicitation process.

c) The exceptions to the Cone of Silence specifically include communications expressly authorized under this RFQ; contract negotiations during any public meeting; contract negotiations between any staff member of the District and the intended awardee; public presentations made to the District; or any written correspondence at any time with any employee unless specifically prohibited by the applicable competitive solicitation process.

12. **INSURANCE REQUIREMENTS.** Insurance Requirements - The Firm shall furnish to the District certificates of insurance evidencing the existence of current valid, and binding insurance policies for the limits and coverage available to the Firm, or in accordance with the requirements delineated in the Agreement (if any exist in the form of Agreement), where such insurance is to be provided by Firm, or as otherwise modified within the Agreement, together with a declaration of deductible amounts applicable to each type of insurance provided, acceptable to the District.

13. **FAMILIARITY WITH THE LAW.** By submitting a Response, the Respondent is representing that it is familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work to be performed pursuant to this RFQ. Ignorance on the part of the Respondent will in no way relieve it from responsibility to perform in compliance with all such laws, ordinances and regulations.

14. **SIGNATURE ON RESPONSE.** In addition to executing all forms, affidavits, and acknowledgments for which signature and notary blocks are provided, the Respondent must correctly sign the Affidavit Regarding Responses. If the Respondent is a corporation, the Response should bear the seal of the corporation. Anyone signing the Response as agent shall file with the Response legal evidence of his or her authority to do so.

15. **DISTRICT'S RIGHT TO TAKE ACTIONS IN ITS BEST INTERESTS.** The District reserves the right to reject any and all Responses, make modifications to the work, award the Agreement in whole or in part with or without cause, provide for the delivery of the Project in

phases, and waive minor or technical irregularities in any Response, as it deems appropriate, if it determines in its discretion that it is in the District's best interests to do so.

16. **INDEMNIFICATION.** The Respondent shall fully indemnify, defend and hold harmless the District and SRTG Dev Owner, LLC, and their supervisors, members, directors, employees, staff, lawyers, consultants, contractors, agents and representatives (together, "**Indemnitees**") of all of the foregoing from and against all claims, damages, costs and losses arising, in whole or in part, from the Respondent's negligent or wrongful acts or omissions, or breach of contract, as more fully set forth in the Agreement that forms part of this RFQ.

17. **LIMITATION OF LIABILITY.** Nothing herein shall be construed as or constitute a waiver of District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute or law.

18. **PUBLIC RECORDS.** The District is a governmental entity, and, accordingly, the Responses will be publicly opened as stated herein. Additionally, it is likely that the Responses are or will become public record at some point in the procurement process. That said, Florida law does recognize certain exceptions from the public records laws. For example, financial statements submitted as part of a response to a proposal for a public works project may be exempt from disclosure. *See* Section 119.071(c), Florida Statutes. In the event that the Respondent believes that any particular portion of the Respondent's Response is exempt from disclosure, the Respondent shall mark the exempt pages as "CONFIDENTIAL – EXEMPT FROM DISCLOSURE." In the event that the District receives a public records request relating to such records, the District will notify the Respondent. In the event that the District reasonably and in good faith believes that the Respondent's information is not confidential or exempt under Florida law, the District may provide the information in response to the request and will not be responsible for any liability, claims, damages or losses arising from such disclosure. In the event that a claim of any kind is filed challenging the confidentiality of the Respondent's information, the District may require the Respondent to indemnify, defend and hold harmless the Indemnitees (as defined herein) from all claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, relating to the claim.

19. **E-VERIFY REQUIREMENTS.** The Respondent will be required to register with and use the E-Verify system to verify the work authorization status of all newly hired employees.

C. RESPONSE SUBMITTAL REQUIREMENTS

1. It shall be understood that it is the intent of the District to insist that those indicated as a part of the Respondent's team actually execute the Project and that the Project Manager for the Respondent be continually involved with the Project during the pre-construction and construction phases unless agreed to the contrary in writing by the District, or their employment with Respondent is terminated.

2. Respondents must provide the following required information and forms with their Responses. Failure to submit and completely fill out any or all of the required forms may result in the rejection of the Response or deductions in scoring.

a) Affidavit Regarding Response

b) Sworn Statement on Public Entity Crimes

c) Sworn Statement regarding Scrutinized Companies

d) Response Form

e) Related Experience: A detailed list of the projects that best illustrate the experience of the Respondent and staff which will be assigned to this project. List no more than ten projects and include only projects which were completed within the last five years. Provide the following information for each project listed in both lists:

    i. Name and location of the project
    ii. The nature of the Respondent's responsibility on this project
    iii. Provide the name, address, phone number, and e-mail address of an Owner's representative and Architect's representative who can be contacted to provide a reference.
    iv. Size of project (dollar value and square footage of project)
    v. Construction cost
    vi. Present status of the project; date project was completed or is anticipated to be completed
    vii. Key professionals involved on listed project who would be assigned to this Project

f) Staff: Includes management, technical and support staff. Provide a project organizational chart. Give a brief résumé of key persons to be assigned to this project including, but not limited to:

    i. Name and title
    ii. Current project assignments, including percentage of time dedicated to each project that may overlap with this project
    iii. How many years with this firm? Other firms?
    iv. Experience: Types of projects, size of projects (dollar value & square footage of project), and job assignment
    v. Education and registrations
    vi. Other experience and qualifications that are relevant to this project
    vii. Present office location

g) Project Management Services:

    i. Describe the capabilities of your firm to provide the technical services required for: design reviews, budget estimating, value engineering, constructability analysis, construction scheduling, quality control (design and construction), cost control, claims management, and project close-out.

h) Location of Offices:

   i. Provide address of each office from which staff may be assigned to this project and list total number of employees by job function.

i) Claims and Litigation History

   i. List all claims, arbitrations, administrative hearings, lawsuits, or criminal proceedings brought by or against the Respondent during the last five (5) years. The list shall include the name of the project over which the dispute arose, a description of the amount in dispute, and the subject matter of the dispute.

D. SELECTION PROCESS

1. The purpose of the rating procedures is to equitably judge the Responses to the RFQ. Each Response will be scored and evaluated by the District's Board of Supervisors ("**Board**") or an evaluation committee appointed by the Board, which shall be the entity responsible for reviewing and ranking all Responses ("**Evaluation Committee**").

2. During the selection process, the Board or Evaluation Committee will meet at a publicly noticed meeting ("**Board Meeting**") or ("**Evaluation Meeting**"). All Respondents that picked up an RFQ will be given notice of the Board Meeting or Evaluation Meeting. All Respondents should attend the Board Meeting or Evaluation Meeting. Respondents will have the opportunity to present their Response to the Board or the Evaluation Committee only if requested by the Board or the Evaluation Committee. At the Board Meeting or Evaluation Meeting, the Board or the Evaluation Committee may, in its sole discretion: 1) choose to have discussions with and hear presentations from all the Respondents and then make a final decision regarding its rankings; 2) choose to evaluate the Responses and make a final decision regarding its rankings without any input from the Respondents; 3) choose to do an initial ranking of all Respondents without any input from the Respondents and create a short list of no fewer than three Respondents; or 4) choose to take such other actions as it deems appropriate. Should the Board or Evaluation Committee choose to create a short list, it will then conduct discussions and hear presentations from only the short-listed Respondents. The evaluation of the short-listed Respondents will be based on the same evaluation criteria included in the RFQ and the Board or the Evaluation Committee reserves the right, based on the discussions and presentations, to change the short-listed Respondents' scores. If the Evaluation Committee evaluates and ranks the Responses, the Board will review the Evaluation Committee's rankings and make the final determination regarding the ranking.

3. The Board or Evaluation Committee shall score each Category, as defined below. When the scores awarded for all Categories are totaled, the scores will be tabulated and added to achieve the total points awarded to each Respondent ("**Total Points**"). The Total Points awarded to each Respondent will be ranked 1, 2, 3, 4, etc. with the highest point total ranked 1, the next highest points total ranked 2, etc.

E. SCORING CRITERIA FOR SUBMITTALS

The **"Scoring Criteria"** is made up of the categories below (**"Category(ies)"**) that collectively represent a grand total point value of one hundred (100) points, as described herein. The points indicated below as **"Points Possible"** are the maximum that can be allocated for each category. The point value shall be the basis of reviewing and ranking the Responses.

EVALUATION CATEGORIES	POINTS POSSIBLE
• Ability and Adequacy of Personnel	25
• Consultant's Past Performance	25
• Geographic Location	20
• Willingness to Meet Time and Budget Requirements	15
• Certified Minority Business Enterprise	5
• Recent, Current and Projected Workloads	5
• Volume of Work Previously Awarded to Consultant by District	5
GRAND TOTAL OF POINTS	**100 POINTS**

Evaluation Criteria for Request for Qualifications

1) Ability and Adequacy of Professional Personnel (Weight: 25 Points)

Consider the capabilities and experience of key personnel within the firm including certification, training, and education; affiliations and memberships with professional organizations; etc.

2) Consultant's Past Performance (Weight: 25 Points)

Past performance for other special districts in other contracts; past performance within Clay County, Florida; amount of experience on similar projects; character, integrity, reputation, of respondent; etc.

3) Geographic Location (Weight: 20 Points)

Consider the geographic location of the firm's headquarters, offices and personnel in relation to the project.

4) Willingness to Meet Time and Budget Requirements (Weight: 15 Points)

Consider the consultant's ability and desire to meet time and budget requirements including rates, staffing levels and past performance on previous projects; etc.

5) Certified Minority Business Enterprise (Weight: 5 Points)

Consider whether the firm is a Certified Minority Business Enterprise. Award either all eligible points or none.

6) Recent, Current and Projected Workloads (Weight: 5 Points)

Consider the recent, current and projected workloads of the firm.

7) Volume of Work Previously Awarded to Consultant by District (Weight: 5 Points)

Consider the desire to diversify the firms that receive work from the District; etc.

F. <u>PROTESTS</u>

Any protest regarding any portion of this RFQ, including, but not limited to, the evaluation criteria, specifications or other requirements contained in the RFQ, must be filed in writing at the Submittal Location, within seventy-two (72) hours after the receipt of the RFQ. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Any protest regarding any ranking under this RFQ must be filed in writing to Lesley Gallagher at LGallagher@Rizzetta.com, within seventy-two (72) hours after the receipt of the ranking. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to any matter relating to the RFQ.

Any person who files a notice of protest regarding the RFQ, or regarding any ranking or intended award by the District, shall post a protest bond in a form acceptable to the District and in the amount of Ten Thousand Dollars ($10,000.00). In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses and attorney's fees associated with hearing and defending the protest. In the event the protest is settled by mutual agreement of the parties, the protest bond shall be distributed as agreed to by the District and protestor. REGARDLESS OF WHETHER A PROTEST OF ANY KIND IS FILED, AND IN ORDER TO AVOID ADVERSE FINANCIAL EFFECTS ON THE DISTRICT AND THE PROJECT RESULTING FROM ANY DELAY, THE RESPONDENT AGREES THAT THE DISTRICT MAY PROCEED WITH THE PROJECT PURSUANT TO AN AGREEMENT WITH THE RESPONDENT SELECTED BY THE DISTRICT.

FEED MILL COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR QUALIFICATIONS
CONSTRUCTION ADMINISTRATION & OBSERVATION SERVICES FOR THE SARATOGA SPRINGS PHASE 1 AMENITY CENTER PROJECT
AFFIDAVIT REGARDING RESPONSE

STATE OF ___________________
COUNTY OF _________________

Before me, the undersigned authority, appeared the affiant, ________________, and having taken an oath, affiant, based on personal knowledge, deposes and states:

Authorization

1. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of ___________________ for ____________________ ("**Respondent**"), and am authorized to make this Affidavit Regarding Response on behalf of Respondent. Proof of such authorization is attached hereto.

2. I assisted with the preparation of, and have reviewed, the Respondent's Response ("**Response**") provided in response to the Feed Mill Community Development District's (**"District"**) Request for Qualifications for Construction Engineering and Inspection Services (**"RFQ"**). All of the information provided in the Response is full and complete, and truthful and accurate. I understand that inclusion of false, deceptive or fraudulent statements, or the failure to include full and complete answers, may constitute fraud, and that, among other remedies, the District may consider such action on the part of the Respondent to constitute good cause for rejection of the Response.

Receipt of Documents

3. The Respondent acknowledges the receipt of the complete RFQ as provided by the District. Additionally, the Respondent acknowledges receipt of the following addenda:

Addendum No. ________________________ Dated ___________________

Addendum No. ________________________ Dated ___________________

Addendum No. ________________________ Dated ___________________

Addendum No. ________________________ Dated ___________________

Addendum No. ________________________ Dated ___________________

[CONTINUED ON FOLLOWING PAGE]

Non-Collusion

4. The Response is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Response.

5. Neither Respondent nor its affiliates, subsidiaries, officers, director, or employees are currently under investigation, by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to a public procurement process, on any public contract, except as follows:

____

____

____

Agreements Regarding Records and RFQ

6. The Respondent authorizes and requests any person, firm or corporation to furnish any pertinent information requested by the District, or its authorized agents, deemed necessary to verify the statements made in the Response, or regarding the ability, standing, integrity, quality of performance, efficiency, and general reputation of the Respondent.

7. By signing below, and by not filing a protest within the seventy-two (72) hour period after receipt of the RFQ, the Respondent acknowledges that (i) the Respondent has read, understood, and accepted the RFQ; (ii) the Respondent has had an opportunity to consult with legal counsel regarding the RFQ; (iii) the Respondent has agreed to the terms of the RFQ; and (iv) the Respondent has waived any right to challenge any matter relating to the RFQ, including but not limited to any protest relating to the notice, the Response instructions, the Response forms, the Agreement forms, the scope of work, the evaluation criteria, the evaluation process established in the RFQ, or any other issues or items relating to the RFQ. IN THE EVENT A PROTEST OF ANY KIND IS FILED, THE RESPONDENT AGREES THAT ANY DELAY IN THE PROJECT WILL HAVE ADVERSE CONSEQUENCES ON THE DISTRICT AND THE PROJECT, AND, ACCORDINGLY, THE RESPONDENT WAIVES ANY RIGHT TO ENJOIN OR OTHERWISE PREVENT THE DISTRICT FROM PROCEEDING WITH THE PROJECT PURSUANT TO AN AGREEMENT WITH THE RESPONDENT SELECTED BY THE DISTRICT.

[CONTINUED ON NEXT PAGE]

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING AFFIDAVIT REGARDING RESPONSE AND THAT THE FACTS STATED IN IT ARE TRUE AND CORRECT.

Dated this __________ day of ______________________, 2026.

(Corporate Seal, if applicable)

____
(Name of Respondent)

____

By:_____________________________________

Title:____________________________________

STATE OF FLORIDA)
COUNTY OF ____________)

Sworn to (or affirmed) and subscribed before me by means of ▢ physical presence or ▢ online notarization, this _____ day of __________ 2026, by ______________________________. S/He [___] is personally known to me or [___] produced ______________________________ as identification.

(Official Notary Seal)

____

Name:

EXHIBIT: Attach Proof of Authorization to Sign

FEED MILL COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR QUALIFICATIONS
CONSTRUCTION ADMINISTRATION & OBSERVATION SERVICES FOR THE SARATOGA SPRINGS PHASE 1 AMENITY CENTER PROJECT

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(N)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Feed Mill Community Development District____________
(print name of the public entity)

by____
(print individual's name and title)

for ____
(print name of entity submitting sworn statement)

whose business address is

____

____

and (if applicable) its Federal Employer Identification Number (FEIN) is ____________________

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement ____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with any agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a please of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   1. A predecessor or successor of a person convicted of a public entity crime; or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Indicate which statement applies.)**

___ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees members or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees members or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the final order)**

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR/VENDOR EXECUTING THIS PUBLIC ENTITY CRIME AFFIDAVIT TO VERIFY THAT NONE OF THE SUBCONTRACTORS/SUPPLIERS UTILIZED FOR THIS BID/QUOTE HAVE BEEN CONVICTED OF A PUBLIC ENTITY CRIME SUBSEQUENT TO JULY 1, 1989. IN THE EVENT IT IS LATER DISCOVERED THAT A SUBCONTRACTOR/SUPPLIER HAS BEEN CONVICTED OF A PUBLIC ENTITY CRIME, THE CONTRACTOR/VENDOR SHALL SUBSTITUTE THE SUBCONTRACTOR/ SUPPLIER WITH ANOTHER WHO HAS NOT RECEIVED A CONVICTION. ANY COST ASSOCIATED WITH THIS SUBSTITUTION SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR/VENDOR.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Dated this __________ day of ______________________, 2026.

(Corporate Seal, if applicable) ____
(Name of Respondent)

____

By:_____________________________________

Title:____________________________________

STATE OF FLORIDA)
COUNTY OF ____________)

Sworn to (or affirmed) and subscribed before me by means of ▢ physical presence or ▢ online notarization, this _____ day of __________ 2026, by _________________________. S/He [___] is personally known to me or [___] produced ______________________________ as identification.

(Official Notary Seal) ________________________
Name:

FEED MILL COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR QUALIFICATIONS
CONSTRUCTION ADMINISTRATION & OBSERVATION SERVICES FOR THE SARATOGA SPRINGS PHASE 1 AMENITY CENTER PROJECT

SWORN STATEMENT PURSUANT TO SECTION 287.135(5), FLORIDA STATUTES, REGARDING SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR LIST

1. This sworn statement is submitted to Feed Mill Community Development District

   by____
   (print individual's name and title)

   for ____
   (print name of entity submitting sworn statement)

   whose business address is

   ____

2. I understand that, subject to limited exemptions, section 287.135, Florida Statutes, provides that a company that at the time of bidding or submitting a Response for a new contract or renewal of an existing contract 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, is ineligible for, and may not bid on, submit a Response for, or enter into or renew a contract with a local governmental entity for goods or services of $1 million or more.

3. Based on information and belief, at the time the entity submitting this sworn statement submits its Response to the Feed Mill Community Development District, neither the entity, nor any of its officers, directors, executives, partners, shareholders, members, or agents, is listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

4. If awarded the contract, the entity will immediately notify the Feed Mill Community Development District in writing if either the entity, or any of its officers, directors, executives, partners, shareholders, members, or agents, is placed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

The foregoing SWORN STATEMENT PURSUANT TO SECTION 287.135(5) is dated this __________ day of _______________________ 2026.

____

(Corporate Seal, if applicable) (Name of Respondent)

____

By:_______________________________________

Title:_____________________________________

STATE OF FLORIDA)
COUNTY OF _____________)

Sworn to (or affirmed) and subscribed before me by means of ▢ physical presence or ▢ online notarization, this _____ day of __________ 2026, by ____. S/He [___] is personally known to me or [___] produced ______________________________________ as identification.

(Official Notary Seal)

____
Name:

FEED MILL COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR QUALIFICATIONS
CONSTRUCTION ADMINISTRATION & OBSERVATION SERVICES FOR THE SARATOGA SPRINGS PHASE 1 AMENITY CENTER PROJECT

RESPONSE FORM – GENERAL INFORMATION

1. ***Respondent General Information***

Respondent Name____

Street Address ____

P. O. Box (if any) ____

City ____________________ State ____________________ Zip Code ________________

Telephone ____________________________ Fax no. ______________________________

1st Contact Name ______________________________ Title ____________________

2nd Contact Name ______________________________ Title ____________________

Parent Company Name (if any) ____

Street Address ____

P. O. Box (if any) ____

City ____________________ State ____________________ Zip Code ________________

Telephone ____________________________ Fax no. ______________________________

1st Contact Name ______________________________ Title ____________________

2nd Contact Name ______________________________ Title ____________________

(Attach a chart showing ownership structure of Respondent.)

2. Company Standing

Respondent's form of entity: ____

(e.g., individual, corporation, partnership, limited liability company, etc.)

In what State was the Respondent organized? ___________________________________

Date ___________ Charter Number (if applicable)________________

Is the Respondent in good standing with that State? Yes ___ No ___

If no, please explain ____

____

____

Is the Respondent registered with the State of Florida, Division of Corporations and authorized to do business in Florida? Yes ___ No ___

If no, please explain ____

____

____

3. *Licensure*

Please list all applicable state and federal licenses or registrations, including but not limited to those for the State of Florida and Clay County:

____

____

____

____

____

____

____

____

For each registration or license, provide the following information:

Type of registration (e.g., certified general contractor, certified electrical contractor, etc.)
____
____

License No. ________ Expiration Date ___________

Qualifying Individual Title ____________________

List company(ies) currently qualified under this license ______________________
____

Is the registration or license in good standing? Yes ___ No ___

If no, please explain ____
____
____

(Attach photocopies of each listed license or registration, and additional sheets as necessary.)

4. What are the Respondent's current insurance limits?

General Liability $_____________

Automobile Liability $_____________

Workers Compensation $_____________

Pollution Insurance $_____________

Contractual Liability $_____________

Professional Liability $_____________

____________________ $_____________
(Other)

Expiration Date ______________

(Attach a copy of a current insurance certificate evidencing the Respondent's insurance.)

5. ***List the location of Respondent's office that would perform the work.***

Street Address ____

P.O. Box (if any) ____

City ______________________ State ________________ Zip Code ________

Telephone ____________________________ Fax No. ____________________

1st Contact Name _____________________________ Title ________________

2nd Contact Name _________________________ Title _____________________

6. ***Has the Respondent previously performed work for an independent special district or other governmental entity?***
Yes (_) No (_)
If yes, describe:

____

____

7. ***Has the Respondent company been cited by OSHA for any job site or company office/ shop safety violations in the past two years? Yes (_) No (_)***
If yes, please describe each violation fine, and resolution ______________________

____

What is the Respondent's current worker compensation rating? __________________

Has the Respondent experienced any worker injuries resulting in a worker losing more than ten (10) working days as a result of the injury in the past two (2) years? Yes (_) No (_)

If yes, please describe the incident: ___________________________________

____

8. ***Please state whether or not your company or any of its affiliates are presently barred or suspended from bidding or contracting on any state, local, or federal-aid contracts in any state(s)? Yes (_) No (_)***

If so, state the name(s) of the compan(ies) ______________________________

____

The state(s) where barred or suspended ______________________________

State the period(s) of debarment or suspension ___________________________

9. ***Have you ever failed to complete any work awarded to you or had any contracts terminated before the work was completed? Yes (_) No (_)***

If so, where and why? ____________________________________

____

____

10. ***Has any officer or partner of your organization ever been an officer, partner, or owner of some other organization that has failed to complete a construction contract? Yes (_) No (_)***

If so, state name of individual, other organization and reason therefore ____________

____

____

____

____

11. ***Has organization or any of its affiliates ever been either disqualified or denied prequalification status by a governmental entity? Yes (_) No (_)***

If so, discuss the circumstances surrounding such denial or disqualification as well as the date thereof.

____

____

____

____

12. ***Within the past five (5) years, has the Respondent failed to complete a project within the scheduled contract time? Yes (_) No (_)***
If so, discuss the circumstances surrounding such failure to complete a project on time as well as the date thereof.

____

____

____

13. ***List and describe any and all litigation, arbitration or claims filed against the Respondent or its affiliates or principals within the last five (5) years. For each instance, please describe the nature of the litigation, arbitration or claim, identify the case number and tribunal, describe the Respondent's role in the matter, and describe the status and/or resolution of the litigation. (Attach additional sheets if necessary.)***

Identify the Case # and Tribunal:____

Describe the Nature of the Action:____

____

____

____

Describe the Respondent's Role in the Action and Describe the Status and/or Resolution:

____

____

____

14. ***List any and all governmental enforcement actions (e.g., any action taken to impose fines, penalties, etc.) taken against the Respondent or its affiliates or principals in the last five (5) years. For each action, please describe the nature of the action, identify the case***

number and tribunal, describe the Respondent's role in the matter, and describe the status and/or resolution of the matter. (Attach additional sheets if necessary.)

Identify the Case # and Tribunal:_______________________________________

Describe the Nature of the Action:____
____

____

____

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FORM OF AGREEMENT

(SUBJECT TO NEGOTIATION)

AGREEMENT BETWEEN THE FEED MILL COMMUNITY DEVELOPMENT DISTRICT AND ______________________________ FOR CONSTRUCTION ADMINISTRATION & OBSERVATION SERVICES FOR SARATOGA SPRINGS PHASE 1 AMENITY CENTER PROJECT

THIS AGREEMENT made and entered into this _____ day of ____________, 2026, by and between:

> **FEED MILL COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, as amended, and located in Clay County, Florida ("**District**"); and
>
> ________________________., a ______________________, with a mailing address of ____ ("**Professional**").

WHEREAS, the District is a local unit of special-purpose government established and existing pursuant Chapter 190, *Florida Statutes*, and located in Clay County, Florida; and

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

WHEREAS, pursuant to Chapter 190, Florida Statutes, and Section 287.055, *Florida Statutes*, the District solicited proposals from qualified firms to provide construction administration & observation services for the Saratoga Springs Phase 1 Amenity Center ("**Project**"); and

WHEREAS, Professional submitted a proposal to serve in this capacity; and

WHEREAS, the District's Board of Supervisors ranked Professional as the most qualified firm to provide construction administration & observation services for the District and authorized the negotiation of a contract pursuant to Section 287.055, *Florida Statutes*; and

WHEREAS, the District intends to employ Professional to perform construction administration & observation services in connection with the construction of the Project; and

WHEREAS, the Professional shall serve as District's representative for the Project and will give consultation and advice to the District during performance of these services.

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

Article 1. Scope of Services

The Professional will provide construction administrative and observation services, as more particularly described in **Exhibit A**, to ensure that any work conducted pursuant to the contract listed below is consistent with plans owned by the District:

(i) Construction of Amenity Center Facilities, including pool facilities, for Phase 1 of Saratoga Springs pursuant to that certain agreement between the District and Carlton Construction dated _________________.

Article 2. Method of Authorization. Each service not listed on Exhibit A shall be authorized in writing by the District. The written authorization shall be incorporated in a work authorization which shall include the scope of work, compensation, project schedule, and special provisions or conditions specific to the additional service bring authorized ("**Work Authorization**") in substantially the form attached hereto as **Exhibit B**. Authorization of additional services shall be at the sole option of the District.

Article 3. Compensation. It is understood and agreed that the payment of compensation for services under this contract shall be a total lump sum of $____________________, to be paid monthly in direct proportion to the work accomplished. The Professional shall execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The price for any lump sum Work Authorization, and any additions thereto, will be adjusted to exclude any significant sums by which the District determines the Work Authorization was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments must be made within 1 year following the completion of the work contemplated by the lump sum Work Authorization. For additional services where the scope of services is not clearly defined or recurring services or other project where the District desires the use of hourly compensation, the hourly compensation rates outlined in **Exhibit C** are applicable. The District and Professional may agree to a "not to exceed" amount when utilizing hourly compensation rates for a specific work authorization. Hourly Personnel Rates shall be subject to an annual increase upon the mutual agreement of both parties.

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

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

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

Article 5. Term of Contract. It is understood and agreed that the term of this contract will be from the time of execution of this contract by the parties until terminated in accordance with its terms.

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

Article 7. Books and Records. Professional shall maintain comprehensive books and records relating to any services performed under this Agreement, which shall be retained by Professional for a period of at least four (4) years from and after completion of any services hereunder, or such further time as required under Florida public records law. Any accounting records pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles. The District, or its authorized representative, shall have the right to audit such books and records at all reasonable times upon prior notice to Professional.

Article 8. Ownership of Documents.

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

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

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

Article 9. Reuse of Documents. All documents including drawings and specifications furnished by Professional pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by District or others on extensions of the work for which they were provided or on any other Project. Any reuse without specific written consent by Professional will be at the District's sole risk and without liability or legal exposure to Professional. All documents including drawings, plans and specifications furnished by Professional to District are subject to reuse in accordance with Section 287.055(10), *Florida Statutes*.

Article 10. Estimate of Cost. Since Professional has no control over the cost of labor, materials or equipment or over a Professional's methods of determining prices, or over competitive bidding or market conditions, its opinions of probable cost provided as a service hereunder are to be made on the basis of its experience and qualifications and represent its best judgment as a project engineer familiar with the construction industry, but Professional cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable cost prepared by it. If the District wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense. Services to modify approved documents to bring the construction cost within any limitation established by the District will be considered additional services and justify additional fees.

Article 11. Insurance. Professional shall, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

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

If any such policy of insurance is a "claims made" policy, and not an "occurrence" policy, the Professional shall, without interruption, maintain the aforementioned insurance for professional liability for errors and omissions for at least one (1) year after the completion or termination of this Agreement.

The District and SRTG Dev Owner, LLC, and their supervisors, members, directors, employees, staff, lawyers, consultants, contractors, agents and representatives shall be named as additional insured parties. Professional shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida.

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

Article 12. Contingent Fee. The Professional warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Professional, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Professional, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

Article 13. Compliance with Governmental Regulations. In performing its obligations under this Agreement, the Professional and each of its agents, servants, employees or anyone directly or indirectly employed by Professional, shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction. If the Professional fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation of an alleged violation, made by any local, State or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Professional or any of its agents, servants, or employees, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

Article 14. Compliance with Professional Standards. In performing its obligations under this Agreement, the Professional and each of its agents, servants, employees or anyone directly or indirectly employed by Professional, shall act consistent with the standard of care, skill, diligence and professional competency for such work and/or services. Any designs, drawings, reports or specifications prepared or furnished by the Professional that contain errors, conflicts or omissions will be promptly corrected by Professional at no cost to the District.

Article 15. Audit. The Professional agrees that the District or any of its duly authorized representatives shall have access to and the right to audit and examine any books, documents, papers, and records of the Professional involving transactions related to the Agreement. Such access and right shall extend for the period during which Professional is required to maintain said books, documents, papers, and records by the laws and regulations of the Internal Revenue Service. If an audit finds that any payment made to Professional under this agreement is not based on allowable costs, the Professional agrees that the payment is subject to reduction in conformity with the findings of the audit. Notwithstanding any other records retention requirement, all records required for an audit performed by the District shall be maintained until the completion of the audit and the resolution of all questions arising therefrom.

Article 16. Indemnification.

A. The Professional agrees, to the fullest extent permitted by law (except against professional liability claims), to indemnify, defend, and hold harmless the District, SRTG Dev Owner, LLC, and their supervisors, members, directors, employees, staff, lawyers, consultants, contractors, agents and representatives (together, the "**Indemnitees**"), from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Professional and other persons employed or utilized by the Professional in the performance of this Agreement, including without limitation the Professional's contractors, subcontractors, and sub-subcontractors. To the extent a limitation on liability is required by Section 725.06 of the Florida Statutes or other applicable law, liability under this section shall in no event exceed the sum of Two Million Dollars and No Cents ($2,000,000.00) and Professional shall carry, at his own expense, insurance in a company satisfactory to District to cover the aforementioned liability. Professional agrees such limitation bears a reasonable commercial relationship to the Agreement and was part of the project specifications or bid documents.

B. Professional agrees and covenants that nothing in this Agreement shall constitute or be construed as a waiver of the District's sovereign immunity pursuant to Section 768.28, *Florida Statutes*, or other law, and nothing in the Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

C. In the event that any indemnification, defense, or hold harmless provision of this Agreement is determined to be unenforceable, the provision shall be reformed in accordance with the mutual intent of the Professional and the District to provide indemnification, defense, and hold harmless provisions to the maximum effect allowed by Florida law and for the benefit of the Indemnitees.

D. Neither District nor Professional shall be liable to the other party in any circumstances for any indirect, economic, special or consequential loss or damage, including but not limited to, loss of revenue, loss of production or loss of profit.

E. UNDER THIS AGREEMENT, AND PURSUANT TO THE REQUIREMENTS OF SECTION 558.0035, *FLORIDA STATUTES*, THE REQUIREMENTS OF WHICH ARE EXPRESSLY INCORPORATED HEREIN, AN INDIVIDUAL EMPLOYEE OR AGENT OF THE ENGINEER [PROFESSIONAL] MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

Article 17. Public Records. Professional understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Professional agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Professional acknowledges that the designated public records custodian for the District is **Lesley Gallagher** ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, the Professional shall 1) keep and maintain public records required by the District to perform the Services; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if the Professional does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the Agreement, transfer to the District, at no cost, all public records in Professional's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Professional, the Professional shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats (latest editions).

IF THE PROFESSIONAL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROFESSIONAL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 436-6270, LGALLAGHER@RIZZETTA.COM, OR 3434 COLWELL AVENUE, SUITE 200, TAMPA, FLORIDA 33614.

The Professional shall promptly notify the District of each request for access to documents received by Professional.

Article 18. Employment Verification; E-Verify. The Professional agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement. The Professional shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Professional shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Professional has knowingly violated Section 448.09(1), *Florida Statutes*. By entering into this Agreement, the Professional represents that no public employer has terminated a contract with the Professional under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

Article 19. Controlling Law; Jurisdiction and Venue. Professional and the District agree that this Agreement shall be controlled and governed by the laws of the State of Florida.

Jurisdiction and venue for any proceeding with respect to this Agreement shall be in Clay County, Florida.

Article 20. Notices. All notices, requests, consents and other communications under this Agreement ("**Notices**") shall be in writing and shall be delivered, transmitted by electronic mail (e-mail) and mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

If to the District:	Feed Mill Community Development District c/o Rizzetta & Company, Incorporated 3434 Colwell Avenue, Suite 200 Tampa, Florida 33614 Attn: District Manager
With a copy to:	Kutak Rock LLP 107 West College Avenue Tallahassee, Florida 32301 Attn: District Counsel
If to Professional:	________________________ ________________________ ________________________ Attn: __________________

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

Article 21. Assignment. Neither the District nor the Professional shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other. Nothing in this paragraph shall prevent the Professional from employing such independent Professional associates and consultants as Professional deems appropriate, pursuant to the terms of this Agreement.

Article 22. Termination. The District may terminate this Agreement for cause immediately upon notice to Professional. The District or the Professional may terminate this Agreement without cause upon thirty (30) days written notice. At such time as the Professional receives notification of the intent of the District to terminate the contract, the Professional shall not perform any further services unless directed to do so in writing by the District. In the event of any termination or breach of any kind, the Professional shall not be entitled to consequential or other damages of any kind (including but not limited to lost profits), but instead the Professional's sole remedy will be to recover payment for services rendered to the date of the notice of termination, subject to any offsets, plus, where the termination is a termination for convenience and not for cause, any reasonable and unavoidable costs incurred due to such termination (such as canceling orders for equipment, material or services).

Article 23. Recovery of Costs and Fees. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' and paralegal fees, incurred in both trial and appellate proceedings.

Article 24. Compliance with Section 20.055, *Florida Statutes*. The Professional agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes.*

Article 25. Scrutinized Companies Statement. Professional certifies it: (i) is not in violation of Section 287.135, *Florida Statutes;* (ii) is not on the Scrutinized Companies with Activities in Sudan List; (iii) is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; (iv) does not have business operations in Cuba or Syria; (v) is not on the Scrutinized Companies that Boycott Israel List; and (vi) is not participating in a boycott of Israel. If the Professional is found to have submitted a false statement with regards to the prior sentence, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, has engaged in business operations in Cuba or Syria, and/or has engaged in a boycott of Israel, the District may immediately terminate the Contract.

Article 26. Acceptance. Acceptance of this Agreement is indicated by the signature of the authorized representative of the District and the Professional in the spaces provided below.

[Signatures Appear on Following Page]

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

FEED MILL COMMUNITY DEVELOPMENT DISTRICT

____
Lesley Gallagher
Secretary

____
Chair / Vice Chair

[contractor]

____
Witness

By: ______________________________

Its: ______________________________

Exhibit A - Scope of Services

Exhibit B - Form of Work Authorization

Exhibit C - Rate Schedule

EXHIBIT A

RANGE OF POTENTIAL SERVICES TO BE PROVIDED

Potential Services to be provided by the Construction Administration Consultant (the "Consultant") include, but are not limited to, the following:

1. Evaluation of the Work:

1.1. Site Visits and Pre-Construction Meeting

Consultant shall attend a Pre-construction Conference attended by the Contractor, Developer, the Engineer of Record, the District Engineer, Relevant Utility Owners and others if desired as necessary. The purpose of the meeting will be to discuss procedures, scheduling, project coordination, maintenance of traffic, permitting and environmental issues, etc. Responsibilities for each party at this meeting will be identified including insurance, permits, testing, inspection, etc.

The Consultant will visit the site at appropriate intervals corresponding with the stage of construction, or as otherwise required to be familiar with the progress and quality of the portion of Work completed. Consultant shall observe and inspect all aspects of the Project including, but not limited to, the construction of the Amenity building, the pool, the market building, and any equipment associated with those improvements.

The Consultant shall meet at the site with the Contractor, District Engineer, and any District representative once per month to review progress of construction. Consultant shall prepare a summary report of the progress made over the course of that month and identify any delays, deviations, or other issues with the Work. The District may request that the Consultant attends District Board Meetings to provide updates to the Board regarding construction progress. Consultant shall provide necessary Project coordination and administrative services to ensure a smooth progression of construction.

1.2. Coordination and Documentation

The Construction Administration Consultant shall observe whether Work is being performed in a manner that is consistent with the Contract Documents. The Consultant shall keep the District reasonably informed about the progress and quality of the Work completed and promptly inform the District of:

a) Known deviations from the Contract Documents
b) Known deviations from the Contractor's construction schedule
c) Defects and deficiencies observed in the work.

1.3. Additional Consultant Authority

While not required under this Scope of Work, the Consultant has the authority to reject Work that does not conform to the Contract Documents and may request third-party inspections if necessary and advisable.

2. Review and Certification of payment to Contractor:

2.1. Pay Application Review

The Consultant shall, as requested, review applications for payment submitted by

Contractor on behalf of the District and certify the amounts due based on the evaluation of work and data provided by the Contractor the best of the Consultant’s knowledge, information, and professional judgement.

3. Review of Submittals, Shop Drawings, and RFIs:

3.1. Consultant Review

The Consultant shall review the Contractor’s submittals and shop drawings within a reasonable timeline established at the outset of construction. The Consultant shall approve or take other appropriate action upon each submittal for the limited purpose of checking for conformance with the information given and the design intent expressed in the construction Documents.

The Consultant shall review any Requests for Information (“RFI”) and associated responses to such RFI created or submitted in connection with the Project.

4. Project Completion Duties:

4.1. The Consultant will conduct inspections to determine the dates for Substantial Completion and Final Completion, and issue a Certificate of Substantial Completion when appropriate.

4.2. The Consultant will issue a final Certificate of Payment based upon a final inspection indicating that the Work complies with the requirements of the Contract Documents to the best of the Consultant’s knowledge, information, and belief.

EXHIBIT B

FORM OF WORK AUTHORIZATION

WORK AUTHORIZATION NUMBER ___

____________________, 202___

Feed Mill Community Development District

Subject: **Work Authorization Number __**
Feed Mill Community Development District

Dear Chair, District Board of Supervisors:

________________________ ("Professional") is pleased to submit this work authorization to provide Construction Administration & Observation services for the Feed Mill Community Development District ("District"). We will provide these services pursuant to our current agreement dated ______________ ___, 202____ ("Agreement") as follows:

I. Scope of Work

District will engage the services of Professional to perform those services as necessary for the __________________ ______________ Project [SPECIFY PROJECT AND TASKS IN EXHIBIT 1] as well as attendance at meetings of the District's Board as requested by the District.

II. Fees

District will compensate Professional, pursuant as described in Exhibit 1 of this Work Authorization in accordance with the terms of the Agreement. The District will reimburse Professional all direct costs which include items such as printing, drawings, travel, deliveries, et cetera, pursuant to the Agreement.

This Work Authorization, together with the Agreement, represents the entire understanding between the District and Professional with regard to the referenced work authorization. If you wish to accept this work authorization, please sign both copies where indicated, and return one complete copy to our office. Upon receipt, we will promptly schedule our services.

Thank you for considering our firm. We look forward to working with you.

APPROVED AND ACCEPTED

By: ______________________________________
Authorized Representative of District
Date: ______________________________________

Sincerely,

____
By: ____
Its: ____

Exhibit 1

[insert copy of additional service proposal, including scope of service and compensation]

EXHIBIT C

RATE SCHEDULE

Tab 5

FUNDING AGREEMENT BETWEEN THE FEED MILL COMMUNITY DEVELOPMENT DISTRICT AND SRTG DEV OWNER, LLC

[Saratoga Springs Phase 1 Amenity Construction Project]

THIS AGREEMENT (the "Agreement") is made and entered into this _____ day of ____________, 2026, by and between:

FEED MILL COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in the Clay County, Florida, with a mailing address of 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 (hereinafter the "District"), and

SRTG DEV OWNER, LLC, a Delaware limited liability company and the developer of the lands in the District, with a mailing address of 500 Boylston Street, Suite 2010, Boston, Massachusetts 02116 (hereinafter the "Developer").

RECITALS

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

WHEREAS, the Developer is the developer of certain parcels of land located within the boundaries of the District (hereinafter the "Development") upon which the District's improvements have been or will be made; and

WHEREAS, completion of the Development requires the construction of the Saratoga Springs Phase 1 Amenity Center (the "Project") as described in that certain *Standard Form of Agreement Between Owner and Contractor by and between Feed Mill Community Development District and Carlton Construction, Inc.* dated [DATE] (the "Contract"); and

WHEREAS, in order to induce the District to proceed at this time with the Project, the Developer desires to guarantee the availability and provision of funds necessary to enable the District to proceed with the Project if and when the District does not have available funds to proceed with the Project; and

WHEREAS, the District anticipates accessing the public bond market in the future to obtain financing for the construction of the Project and the parties agree that, in the event that bonds are issued, the funds provided under this Agreement are to be reimbursed from the proceeds of those bonds subject to the terms and conditions set forth herein and in compliance with Florida and federal law.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

1. Incorporation of Recitals. The recitals stated above are true and correct and by this reference are incorporated herein as a material part of this Agreement.

2. Funding. Developer agrees to make available to the District such monies as are necessary to enable the District to proceed with and complete the Project. To ensure compliance with Section 218.735, *Florida Statutes*, Developer will provide payment to District within fifteen (15) days of receipt of funding request. This amount is estimated to be equal to the monthly pay application submitted by the Contractor for the Project. The District shall use such funds to remit payment to the contractor(s). Upon payment, the District shall send the Developer a copy of the proof of payment. Upon completion of the Project, the District shall return any unused portion of the funds provided by the Developer pursuant to this Agreement.

3. Contract. The District agrees as follows with respect to the Contract:

A. Developer and FCM FL, LLC and their respective representatives, parent companies, joint venturers, members, partners, stockholders, investors, designees, officers, directors, agents, and employees and their respective heirs, executors, administrators, successors, and assigns as indemnified parties under any and all indemnification provisions under the Contract.

B. The Contract shall require the Contractor and all Subcontractors (as such term is defined in the Contract) to include the following as indemnified parties and additional insureds under the commercial general liability, automobile liability, umbrella or excess, and pollution liability (and unmanned aerial vehicle liability, if required policies), on a primary and non-contributory basis, with waiver of subrogation as well as workers compensation to statutory limits together with employer's liability, and professional liability to the extent professional services are being performed on a primary and non-contributory basis, with waiver of subrogation in favor of the following:

> Developer and FCM FL, LLC and their respective representatives, parent companies, joint venturers, members, partners, stockholders, investors, designees, officers, directors, lenders, agents, and employees and their respective heirs, executors, administrators, successors, and assigns as indemnified parties under any and all indemnification provisions under the Contract (the "Additional Insureds").

C. Without limiting the foregoing, Developer shall have the opportunity to approve any indemnity and insurance provisions, but shall have not obligation to or responsibility for doing so. All indemnification provisions should at a minimum indemnify Developer and the Additional Insureds for the negligent performance of any work by or on behalf of the Contractor under the Contract.

D. As a condition precedent to any payment, the District shall require Contractors and Subcontractors deliver such lien waiver forms and payment affidavits as reasonably requested by Developer.

E. The Contract shall require that Contractor comply, and cause compliance, with all applicable environmental laws and prohibit hazardous materials from being brought onto the project site or incorporated into the work, except in full compliance with applicable laws. The Contract shall also require that Contractor shall indemnify the Additional Insureds harmless from and against any and all liability, claims, damages, losses and expenses, including reasonable attorneys' fees and expenses, arising out of the spill or other introduction of any hazardous materials from the performance of the work under the Contract.

4. Repayment. The parties agree that the funds provided by Developer pursuant to this Agreement are reimbursable from proceeds of the District's planned issuance of tax-exempt bonds. Within thirty (30) days of receipt of the proceeds of the bonds for the financing of the Project, the District shall reimburse Landowner until i) full reimbursement is made or ii) until all funds generated by the anticipated financing are exhausted, exclusive of interest, for the funds advanced under Section 2 above; provided, however, that in the event bond counsel engaged in connection with the District's issuance of bonds providing such financing determines that any such monies advanced or expenses incurred are not properly reimbursable for any reason, including, but not limited to federal tax restrictions imposed on tax-exempt financing, the District shall not be obligated to reimburse such monies advanced or expenses incurred. If the District does not or cannot issue bonds to provide the funds for the Project within five (5) years of the date of this Agreement, and thus does not reimburse the Landowner for the funds advanced, then the parties agree that such funds shall be deemed paid in lieu of taxes, fees, or assessments (so long as such funds are properly reimbursable from the issuance of tax-exempt bonds) which might be levied or imposed by the District in the District's reasonable discretion, and this Agreement shall automatically terminate.

5. Default. A default by either party to this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages, injunctive relief and/or specific performance, but shall exclude, in any event, consequential, incidental, special or punitive damages.

6. Enforcement of Agreement. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorney, paralegal and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

7. Agreement. This Agreement shall constitute the final and complete expression of the agreement between the parties relating to the specific subject matter of this Agreement.

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

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

10. Notices. All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First-Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A.	**If to District:**	Feed Mill Community Development District 3434 Colwell Avenue, Suite 200 Tampa, Florida 33614 Attn: District Manager
	With a copy to:	Kutak Rock LLP 107 West College Avenue Tallahassee, Florida 32301
B.	**If to Developer:**	SRTG Dev Owner, LLC c/o 500 Boylston Street, Suite 2010 Boston, Massachusetts 02116 Attn: Casey Tischer & Jesse Baker
	With a copy to:	FCM FL, LLC 100 East Town Place, Suite 200 St. Augustine, Florida 32092 Attn: Dan McCormick

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notice on behalf of the party he/she represents. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

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

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

13. Controlling Law. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

14. Effective Date. This Agreement shall be effective after execution by all parties hereto and shall remain in effect unless terminated by any of the parties hereto.

15. Public Records. Developer understands and agrees that all documents of any kind provided to the District or to District staff in connection with the work contemplated under this Agreement are public records and are treated as such in accordance with Florida law and the District's Record Retention Schedule.

16. Counterparts. This Agreement may be executed in one or more counterparts which, when taken together, shall constitute one and the same instrument.

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

Attest:	**FEED MILL COMMUNITY DEVELOPMENT DISTRICT**
___________________________	____
Secretary / Assistant Secretary	Chairperson / Vice Chairperson Board of Supervisors
	SRTG DEV OWNER, LLC
	By:_________________________________ Name:_______________________________ Title:________________________________

Tab 6

Arbitrage Rebate Counselors, LLC

Arbitrage Regulations Compliance for Issuers of Tax-Exempt Bonds

May 18, 2026

Feed Mill Community Development District
c/o Ms. Shandra Torres
Rizzetta & Company
3434 Colwell Ave., Suite 200
Tampa, FL 33614

Re: Proposal – Annual Arbitrage Calculations – $15,720,000 Feed Mill CDD – Capital Improvement Revenue Bonds, Series 2025 (Parcel 1 – Area One) ("Series 2025")

Dear Feed Mill Community Development District:

Arbitrage Rebate Counselors is pleased to provide you with this Proposal to perform annual arbitrage calculations for the above-referenced Series 2025.

We understand that Series 2025 was issued to: (1) finance a portion of the cost of the Series 2025 Parcel 1 project, (2) pay certain costs associated with the issuance of Series 2025, (3) make a deposit into the Series 2025 Reserve Account, and (4) pay a portion of the interest to become due on Series 2025.

We propose to perform three annual calculations: the first, for bond year ending September 29, 2026; the second, for the bond year ending September 29, 2027, and the third for the bond year ending September 29, 2028.

Services to be provided include: (1) obtaining all relevant records, (2) compiling a computerized record of all project investments, interest earnings and disbursements, (3) calculating bond yield, (4) computing arbitrage liability, (5) performing "spending exceptions" analyses, (6) preparing arbitrage opinion letter, and (7) assisting with making arrangements for paying any arbitrage due.

Our fees to prepare the Annual Arbitrage Calculations are $400.00 for each annual calculation or a total of $1,200.00 for all three calculations.

Sincerely yours,

John C. Rogers

John C. Rogers
President

Acknowledged and accepted:

Signed: ____________________
Name: ____________________
Title: ____________________
Date: ____________________

32 Whitemarsh Road, Ardmore, PA 19003 Tel. 610-764-7998 Email: jcrogers279@gmail.com

Tab 7

Upon recording, this instrument should be returned to:	(This space reserved for Clerk)
Feed Mill Community Development District c/o Rizzetta & Company 3434 Colwell Avenue, Suite 200 Tampa, Florida 33614	

DISCLOSURE OF PUBLIC FINANCING AND MAINTENANCE OF IMPROVEMENTS TO REAL PROPERTY UNDERTAKEN BY THE FEED MILL COMMUNITY DEVELOPMENT DISTRICT

Board of Supervisors[1]

Feed Mill Community Development District

Daniel McCormick
Chairman

Daniel Arnette
Vice Chairman

Gerald Agresti
Assistant Secretary

Clayton Crevasse
Assistant Secretary

Liam O'Reilly
Assistant Secretary

c/o Rizzetta & Company
3434 Colwell Avenue, Suite 200
Tampa, Florida 33614

District records are on file at the offices of the District Manager and are available for public inspection upon request during normal business hours or on the District's website.

[1] This list reflects the composition of the Board of Supervisors as of June 1, 2026. For a current list of Board Members, please contact the District Manager's office.

TABLE OF CONTENTS

DISCLOSURE OF PUBLIC FINANCING AND MAINTENANCE OF IMPROVEMENTS TO REAL PROPERTY UNDERTAKEN BY THE FEED MILL COMMUNITY DEVELOPMENT DISTRICT

INTRODUCTION

The Feed Mill Community Development District ("District") is a local unit of special-purpose government created pursuant to and existing under the provisions of Chapter 190, Florida Statutes. Under Florida law, community development districts are required to take affirmative steps to provide for the full disclosure of information relating to the public financing and maintenance of improvements to real property undertaken by such districts. Unlike city and county governments, the District has only certain limited powers and responsibilities. These powers and responsibilities include, for example, construction and/or acquisition of roadways, utilities, and stormwater management, and other related public infrastructure.

Under Florida law, community development districts are required to take affirmative steps to provide for the full disclosure of information relating to the public financing and maintenance of improvements to real property undertaken by such districts. The law specifically provides that this information shall be made available to all persons currently residing within the District and to all prospective District residents. The following information describing the District and the assessments, fees and charges that may be levied within the District to pay for certain community infrastructure is provided to fulfill this statutory requirement.

What is the District and how is it governed?

The District is an independent special taxing district, created pursuant to and existing under the provisions of Chapter 190, Florida Statutes (the "Act"), and established by Ordinance No. 2024-20 enacted by the Board of County Commissioners of Clay County, Florida, effective as of June 12, 2024. The District encompasses approximately 1035.55 acres located entirely within the boundaries of Clay County, Florida. As a local unit of special-purpose government, the District provides an alternative means for planning, financing, constructing, operating and maintaining various public improvements and community facilities within its jurisdiction.

The District is governed by a five-member Board of Supervisors (the "Board"), the members of which must be residents of the State and citizens of the United States. Board members were elected on an at-large basis by the owners of property within the District, each landowner being entitled to one vote for each acre of land with fractions thereof rounded upward to the nearest whole number. Elections are held every two years in November. Commencing when both (i) six years after the initial appointment of Supervisors have passed and (ii) the District has attained a minimum of two hundred and fifty (250) qualified electors, Supervisors whose terms are expiring will begin to be elected by qualified electors of the District. A "qualified elector" in this instance is any person at least eighteen (18) years of age who is a citizen of the United States, a legal resident of Florida and of the District, and who is also registered with the Supervisor of Elections to vote in Clay County. Notwithstanding the foregoing, if at any time the Board proposes to exercise its ad valorem taxing power, it shall, prior to the exercise of such power, call an election at which all members of the Board shall be elected by qualified electors of the District.

Board meetings are noticed in a local newspaper and conducted in a public forum in which public participation is permitted. Consistent with Florida's public records laws, the records of the District are available for public inspection during normal business hours. Elected members of the Board are similarly bound by the State's open meetings law and are generally subject to the same disclosure requirements as other elected officials under the State's ethics laws.

What infrastructure improvements does the District provide and how are the improvements paid for?

The District is comprised of approximately 1035.55 acres located entirely within Clay County, Florida. The legal description of the lands encompassed within the District is attached hereto as **Exhibit A.** The public infrastructure necessary to support the District's development program includes, but is not limited to stormwater improvements, potable, sanitary sewer and reclaimed water systems, recreation amenities, parks and open spaces, landscaping, irrigation, signage and entry features, roadway improvements, and street lighting and electrical improvements. These infrastructure improvements are more fully detailed below.

To plan the infrastructure improvements necessary to complete the District's Capital Improvement Plan, the District prepared and adopted the *Feed Mill Community Development District Capital Improvement Plan,* dated February 12, 2025, as amended by the *Feed Mill Community Development District First Supplemental Engineer's Report to the Capital Improvement Plan* dated August 1, 2025 and the *Feed Mill Community Development District Second Supplemental Engineer's Report to the Capital Improvement Plan* dated February 11, 2026 (together the "Capital Improvement Plan"). Copies of the Capital Improvement Plan are available for review at the District's office.

These public infrastructure improvements have been or will be at least partially funded by the District's sale of bonds. On March 26, 2025, the Circuit Court of the Fourth Judicial Circuit of Florida, entered a Final Judgment validating the District's ability to issue an aggregate principal amount not to exceed $285,000,000 in Special Assessment Bonds for the funding of the Capital Improvement Plan. For the purposes of partially financing the construction and acquisition of the District's Capital Improvement Plan, The District issued its Capital Improvement Revenue Bonds, Series 2025 (Parcel 1 – Assessment Area One) ("Series 2025 Bonds"), in the amount of $15,720,000 and its Capital Improvement Revenue Bonds, Series 2026 (Parcel 4 – Assessment Area One) ("Series 2026 Bonds"), in the amount of $5,165,000.00.

The public infrastructure improvements which have been or may be funded by the District's sale of bonds funds include, but are not limited to: Stormwater Management Facilities; Recreation Amenities, Parks, and Open Space; Landscaping, Irrigation, Signage and Entry Features; Roadway Improvements; and Water, Sewer Electrical, and Street Lighting.

Assessments, Fees and Charges

The costs of acquisition or construction of a portion of these infrastructure improvements have been financed by the District through the sale of the Series 2025 Bonds and Series 2026 Bonds. The annual debt service payments, including interest due thereon, for each series of bonds are payable solely from and secured by the levy of non-ad valorem or special assessments against lands within the District which benefit from the construction, acquisition, establishment and operation of the District's improvements. The annual debt service obligations of the District which must be defrayed by annual assessments upon each parcel of land or platted lot will depend upon the location and type of property purchased. Provided below are the current net and gross annual debt service assessment levels for property within the District for the Series 2025 bonds (the "2025 Series Debt Service Assessments") and for the Series 2026 bonds (the "2026 Series Debt Service Assessments"). Interested persons are encouraged to contact the District Manager for information regarding special assessments on a particular lot or parcel of lands. A copy of the District's assessment methodology and assessment roll are available for review at the District's office.

The current allocation of annual Debt Service Assessments per product type for the **Series 2025 Bonds** are as follows:

Product Type	Annual Assessment Per Unit
Single Family 40'	$1,599.99
Single Family 50'	$1,899.98
Single Family 60'	$2,199.98

The current allocation of annual Debt Service Assessments per product type for the **Series 2026 Bonds** are as follows:

Product Type	Annual Assessment Per Unit
Single Family 40'	$1,599.99
Single Family 50'	$1,899.98
Single Family 60'	$2,199.98

Note: The maximum annual amounts have been grossed up to include collection costs from Clay County and a maximum discount for early payment as authorized by law.

The amounts described above exclude any operations and maintenance assessments ("O&M Assessments") which may be determined and calculated annually by the District's Board of Supervisors and are levied against benefitted lands in the District.

A detailed description of all costs and allocations which result in the formulation of the Debt Service Assessments and the O&M Assessments is available for public inspection upon request.

The Capital Improvement Plan and financing plan of the District infrastructure as presented herein reflect the District's current intentions, and the District expressly reserves the right in its sole discretion to change those plans at any time. Additionally, the District may undertake the construction, reconstruction, acquisition, or installation of future improvements and facilities, which may be financed by bonds, notes, or other methods authorized by Chapter 190, Florida Statutes.

Method of Collection

The District's Debt Service Assessments and/or O&M Assessments may appear on that portion of the annual real estate tax notice entitled "non-ad valorem assessments," and to the extent that it is, will be collected by the Duval County Tax Collector in the same manner as county ad valorem taxes. Each property owner must pay both ad valorem and non-ad valorem assessments at the same time. Property owners will, however, be entitled to the same discounts as provided for ad valorem taxes. As with any tax notice, if all taxes and assessments due are not paid within the prescribed time limit, the tax collector is required to sell tax certificates which, if not timely redeemed, may result in the loss of title to the property. The District may also elect to collect the assessment directly.

This description of the District's operation, services and financing structure is intended to provide assistance to landowners and purchasers concerning the important role that the District plays in providing infrastructure improvements essential to the use and development of this community. If you have any questions or would simply like additional information about the District, please write to the District Manager at: Feed Mill Community Development District, c/o Rizzetta & Company, 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614.

The information provided herein is a good faith effort to accurately and fully disclose information regarding the public financing and maintenance of improvements to real property undertaken by the District and should only be relied upon as such. The information contained herein is, and can only be, a status summary of the District's public financing and maintenance activities and is subject to supplementation and clarification from the actual documents and other sources from which this information is derived. In addition, the information contained herein may be subject to change over time, in the due course of the District's activities and in accordance with Florida law. Prospective and current residents and other members of the public should seek confirmation and/or additional information from the District Manager's office with regard to any questions or points of interest raised by the information presented herein.

[signatures on following page]

WITNESS WHEREOF, this Disclosure of Public Financing and Maintenance of Improvements to Real Property Undertaken has been executed as of the 23rd day of June, 2026, and recorded in the Official Records of Clay County, Florida.

FEED MILL COMMUNITY DEVELOPMENT DISTRICT

[redacted]

[redacted]

Print Name

STATE OF FLORIDA
COUNTY OF _______________

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 23rd day of June, 2026, by Daniel McCormick as Chairman of the Board of Supervisors of Feed Mill Community Development District, for and on behalf of the District. S/He [ ] is personally known to me or [ ] produced ____________________________ as identification.

[redacted]

Exhibit A

Appendix A

A PORTION OF SECTION 36, TOWNSHIP 5 SOUTH, RANGE 25 EAST, TOGETHER WITH A PORTION OF SECTIONS 31 AND 32, TOWNSHIP 5 SOUTH, RANGE 26 EAST, AND A PORTION OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 26 EAST, ALL LYING IN CLAY COUNTY, FLORIDA, TOGETHER WITH TRACT "C", AS DEPICTED ON CATHEDRAL OAK PARKWAY PHASE 1 REPLAT, RECORDED IN PLAT BOOK 71, PAGES 22 THROUGH 25, BEING A PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1863, PAGE 1745, OF THE PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING, COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 6, SAID CORNER ALSO BEING THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 6 SOUTH, RANGE 25 EAST; THENCE SOUTH 89°29'14" WEST, ALONG THE NORTHERLY LINE OF SAID SECTION 1, A DISTANCE OF 5299.37 FEET TO THE NORTHWEST CORNER THEREOF, SAID CORNER ALSO BEING THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 25 EAST; THENCE NORTH 00°45'58" EAST, ALONG THE EAST LINE OF SAID SECTION 35, A DISTANCE OF 2672.52 FEET TO A POINT LYING ON THE SOUTHERLY RIGHT OF WAY LINE OF CATHEDRAL OAK PARKWAY, A VARIABLE WIDTH RIGHT OF WAY AS DEPICTED ON CATHEDRAL OAK PARKWAY PHASE 1 SECOND REPLAT, RECORDED IN PLAT BOOK 73, PAGES 6 THROUGH 14, OF SAID PUBLIC RECORDS; THENCE NORTHEASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE AND ALONG THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 2380.00 FEET, THROUGH A CENTRAL ANGLE OF 05°40'46", AN ARC LENGTH OF 235.92 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 62°04'08" EAST, 235.82 FEET; THENCE NORTH 59°13'45" EAST, CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 71.83 FEET TO THE WESTERLY MOST CORNER OF TRACT "B", AS DEPICTED ON CATHEDRAL OAK PARKWAY PHASE 1 REPLAT, RECORDED IN PLAT BOOK 71, PAGES 22 THROUGH 25, OF SAID PUBLIC RECORDS; THENCE SOUTHEASTERLY, EASTERLY AND NORTHEASTERLY ALONG THE BOUNDARY LINE OF SAID TRACT "B" THE FOLLOWING 5 COURSES: COURSE 1, THENCE SOUTHEASTERLY ALONG THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 34.20 FEET, THROUGH A CENTRAL ANGLE OF 75°02'48", AN ARC LENGTH OF 44.79 FEET TO A POINT ON SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 63°05'32" EAST, 41.66 FEET; COURSE 2, THENCE SOUTH 25°04'00" EAST, ALONG A NON-TANGENT LINE, 31.03 FEET; COURSE 3, THENCE NORTH 64°59'52" EAST, 92.00 FEET; COURSE 4, THENCE NORTH 24°59'20" WEST, 23.50 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 59.72 FEET; COURSE 5, THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 70°30'00", AN ARC LENGTH OF 73.48 FEET TO A POINT LYING ON SAID SOUTHERLY RIGHT OF WAY LINE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 10°19'20" EAST, 68.93 FEET; THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE THE FOLLOWING 37 COURSES: COURSE 1, THENCE NORTH 59°13'45"

EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 1300.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 2220.00 FEET; COURSE 2, THENCE EASTERLY CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 23°57'17", AN ARC LENGTH OF 928.16 FEET TO A POINT ON SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 71°12'24" EAST, 921.41 FEET; COURSE 3, THENCE SOUTH 00°13'32" WEST, ALONG A NON-TANGENT LINE, 101.98 FEET; COURSE 4, THENCE SOUTH 89°46'28" EAST, 88.00 FEET; COURSE 5, THENCE NORTH 00°13'32" EAST, 111.07 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 2220.00 FEET; COURSE 6, THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 22°32'47", AN ARC LENGTH OF 873.59 FEET TO A POINT ON SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 83°15'34" EAST, 867.96 FEET; COURSE 7, THENCE SOUTH 71°54'27" EAST, ALONG A NON-TANGENT LINE, 315.87 FEET; COURSE 8, THENCE SOUTH 17°55'18" WEST, 25.92 FEET; COURSE 9, THENCE SOUTH 72°00'40" EAST, 40.00 FEET; COURSE 10, THENCE NORTH 17°55'02" EAST, 26.00 FEET; COURSE 11, THENCE SOUTH 71°59'22" EAST, 828.15 FEET; COURSE 12, THENCE SOUTH 27°13'54" EAST, 66.33 FEET; COURSE 13, THENCE SOUTH 17°40'24" WEST, 15.75 FEET; COURSE 14, THENCE SOUTH 71°56'42" EAST, 50.09 FEET; COURSE 15, THENCE NORTH 17°53'18" EAST, 62.78 FEET; COURSE 16, THENCE SOUTH 71°59'11" EAST, 733.04 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 2162.99 FEET; COURSE 17, THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°25'04", AN ARC LENGTH OF 15.77 FEET TO A POINT ON SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 72°11'43" EAST, 15.77 FEET; COURSE 18, THENCE SOUTH 17°35'45" WEST, ALONG A NON-TANGENT LINE, 50.00 FEET; COURSE 19, THENCE SOUTH 73°21'50" EAST, 74.13 FEET; COURSE 20, THENCE NORTH 15°40'35" EAST, 50.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 2162.99 FEET; COURSE 21, THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 19°44'10", AN ARC LENGTH OF 745.06 FEET TO A POINT ON SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 84°11'29" EAST, 741.38 FEET; COURSE 22, THENCE SOUTH 04°34'58" EAST, ALONG A NON-TANGENT LINE, 25.95 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 2188.99 FEET; COURSE 23, THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°02'27", AN ARC LENGTH OF 39.76 FEET TO A POINT ON SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 85°24'50" EAST, 39.76 FEET; COURSE 24, THENCE NORTH 04°34'58" WEST, ALONG A NON-TANGENT LINE, 25.95 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 2162.99 FEET; COURSE 25, THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 13°20'41", AN ARC LENGTH OF 503.78 FEET TO A POINT OF REVERSE CURVATURE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 78°12'54" EAST, 502.64 FEET; COURSE 26, THENCE EASTERLY ALONG THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 2003.00 FEET.

THROUGH A CENTRAL ANGLE OF 21°53'04", AN ARC LENGTH OF 765.05 FEET TO A POINT ON SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 82°29'50" EAST, 760.41 FEET; COURSE 27, THENCE SOUTH 03°25'34" WEST, ALONG A NON-TANGENT LINE, 5.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 1998.00 FEET; COURSE 28, THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 24°44'50", AN ARC LENGTH OF 862.97 FEET TO A POINT ON SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 74°12'00" EAST, 856.28 FEET; COURSE 29, THENCE NORTH 28°10'55" EAST, ALONG A NON-TANGENT LINE, 20.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 2018.00 FEET; COURSE 30, THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 13°52'45", AN ARC LENGTH OF 488.83 FEET TO A POINT ON SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 54°53'56" EAST, 487.64 FEET; COURSE 31, THENCE SOUTH 47°56'37" EAST, ALONG A NON-TANGENT LINE, 131.94 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 2148.00 FEET; COURSE 32, THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 15°34'43", AN ARC LENGTH OF 584.04 FEET TO A POINT ON SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 55°43'59" EAST, 582.24 FEET; COURSE 33, THENCE SOUTH 26°00'29" WEST, ALONG A NON-TANGENT LINE, 58.01 FEET; COURSE 34, THENCE SOUTH 64°05'01" EAST, 50.00 FEET; COURSE 35, THENCE NORTH 26°00'29" EAST, 58.10 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 2148.00 FEET; COURSE 36, THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 26°29'04", AN ARC LENGTH OF 992.90 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 78°05'54" EAST, 984.08 FEET; COURSE 37, THENCE NORTH 88°39'34" EAST, 396.90 FEET TO A POINT LYING ON THE WESTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 315, AN 80 FOOT RIGHT OF WAY AS PRESENTLY ESTABLISHED; THENCE SOUTH 01°47'04" WEST, DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE AND ALONG SAID WESTERLY RIGHT OF WAY LINE, 609.24 FEET TO THE NORTHERLY MOST CORNER OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 4352, PAGE 1043, OF SAID PUBLIC RECORDS; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF LAST SAID LANDS THE FOLLOWING 3 COURSES: COURSE 1, THENCE SOUTH 04°05'13" WEST, DEPARTING SAID WESTERLY RIGHT OF WAY LINE, 300.17 FEET; COURSE 2, THENCE SOUTH 01°46'47" WEST, 440.22 FEET; COURSE 3, THENCE SOUTH 00°29'48" EAST, 302.09 FEET TO THE SOUTHERLY MOST CORNER THEREOF, SAID CORNER LYING ON SAID WESTERLY RIGHT OF WAY LINE; THENCE SOUTH 01°47'04" WEST, ALONG SAID WESTERLY RIGHT OF WAY LINE, 108.24 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 11499.16 FEET; THENCE SOUTHERLY, CONTINUING ALONG SAID WESTERLY RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°17'06", AN ARC LENGTH OF 57.22 FEET TO THE NORTHERLY MOST CORNER OF EXHIBIT "A", DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 4717, PAGE 1930, OF

SAID PUBLIC RECORDS, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 01°41'50" WEST, 57.22 FEET; THENCE SOUTH 19°41'34" WEST, ALONG THE WESTERLY LINE OF SAID EXHIBIT "A" AND ALONG A NON-TANGENT LINE, 47.89 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 11514.16 FEET; THENCE SOUTHERLY, CONTINUING ALONG SAID WESTERLY LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°29'51", AN ARC LENGTH OF 100.00 FEET TO A POINT LYING ON THE EASTERLY PROLONGATION OF THE NORTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3729, PAGE 53, OF SAID PUBLIC RECORDS, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 01°04'46" WEST, 100.00 FEET; THENCE SOUTH 89°35'27" WEST, ALONG SAID EASTERLY PROLONGATION AND SAID NORTHERLY LINE, 1093.78 FEET TO THE NORTHWESTERLY CORNER THEREOF; THENCE SOUTH 01°01'02" EAST, ALONG THE WESTERLY LINE THEREOF, 853.28 FEET TO THE SOUTHWESTERLY CORNER THEREOF; THENCE NORTH 89°35'27" EAST, ALONG THE SOUTHERLY LINE THEREOF AND ITS EASTERLY PROLONGATION, 1097.04 FEET TO A POINT LYING ON SAID WESTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 315; THENCE SOUTH 00°24'33" EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE, 4497.42 FEET TO A POINT LYING ON THE SOUTHERLY LINE OF SAID SECTION 6; THENCE SOUTH 89°29'42" WEST, ALONG SAID SOUTHERLY LINE, 1286.31 FEET TO THE SOUTHEASTERLY CORNER OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 659, PAGE 66, OF SAID PUBLIC RECORDS; THENCE NORTH 00°24'23" WEST, ALONG THE EASTERLY LINE THEREOF, 2227.59 FEET TO THE NORTHEASTERLY CORNER THEREOF; THENCE ALONG THE NORTHEASTERLY LINE THEREOF THE FOLLOWING 3 COURSES: COURSE 1, THENCE NORTH 75°24'05" WEST, 700.00 FEET; COURSE 2, THENCE NORTH 58°32'13" WEST, 1724.82 FEET; COURSE 3, THENCE NORTH 74°09'16" WEST, 1890.83 FEET TO THE NORTHWESTERLY CORNER THEREOF, SAID CORNER LYING ON THE EAST LINE OF SAID SECTION 1; THENCE NORTH 01°05'43" WEST, ALONG SAID EAST LINE, 1431.42 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING DESCRIBED LANDS:

COMMERCIAL PARCEL 2

A PORTION OF SECTION 31 AND SECTION 32, TOWNSHIP 5 SOUTH, RANGE 26 EAST, CLAY COUNTY, FLORIDA, BEING A PORTION OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1863, PAGE 1745, OF THE PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING, COMMENCE AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 315, AN 80 FOOT RIGHT OF WAY AS PRESENTLY ESTABLISHED, WITH THE SOUTHERLY RIGHT OF WAY LINE OF CATHEDRAL OAK PARKWAY, A VARIABLE WIDTH RIGHT OF WAY AS DEPICTED ON CATHEDRAL OAK PARKWAY PHASE 1 SECOND REPLAT, RECORDED

IN PLAT BOOK 73, PAGES 6 THROUGH 14, OF SAID PUBLIC RECORDS; THENCE SOUTH 01°47'04" WEST, ALONG SAID WESTERLY RIGHT OF WAY LINE, 609.24 FEET TO THE NORTHERLY MOST CORNER OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 4352, PAGE 1043, OF SAID PUBLIC RECORDS; THENCE SOUTH 04°05'13" WEST, ALONG THE WESTERLY LINE OF LAST SAID LANDS, 300.17 FEET; THENCE SOUTH 01°46'47" WEST, CONTINUING ALONG SAID WESTERLY LINE, 350.10 FEET TO A POINT LYING ON THE SOUTHERLY LINE OF EXHIBIT "A", AS DESCRIBED AND RECORDED IN ORDINANCE 2022-24, OF SAID PUBLIC RECORDS; THENCE NORTH 87°52'18" WEST, DEPARTING SAID WESTERLY LINE AND ALONG SAID SOUTHERLY LINE, 942.57 FEET TO THE SOUTHWESTERLY CORNER THEREOF; THENCE NORTH 01°47'04" EAST, ALONG THE WESTERLY LINE THEREOF, 1274.57 FEET TO A POINT LYING ON SAID SOUTHERLY RIGHT OF WAY LINE OF CATHEDRAL OAK PARKWAY; THENCE EASTERLY, ALONG SAID SOUTHERLY RIGHT OF WAY LINE AND ALONG THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 2148.00 FEET, THROUGH A CENTRAL ANGLE OF 14°58'38", AN ARC LENGTH OF 561.49 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 83°51'07" EAST, 559.89 FEET; THENCE NORTH 88°39'34" EAST, CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 396.90 FEET TO THE POINT OF BEGINNING.

BYPASS R/W PARCEL

A PORTION OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 26 EAST, CLAY COUNTY, FLORIDA, BEING A PORTION OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1863, PAGE 1745, OF THE PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING, COMMENCE AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 315, AN 80 FOOT RIGHT OF WAY AS PRESENTLY ESTABLISHED, WITH THE SOUTHERLY LINE OF SAID SECTION 6; THENCE SOUTH 89°29'42" WEST, ALONG THE SOUTHERLY LINE OF SAID SECTION 6, A DISTANCE OF 1142.79 FEET; THENCE NORTH 40°12'48" EAST, DEPARTING SAID SOUTHERLY LINE, 1113.51 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1422.50 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 40°37'22", AN ARC LENGTH OF 1008.55 FEET TO A POINT ON SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 19°54'08" EAST, 987.56 FEET; THENCE NORTH 89°35'27" EAST, ALONG A NON-TANGENT LINE, 75.00 FEET TO A POINT LYING ON SAID WESTERLY RIGHT OF WAY LINE; THENCE SOUTH 00°24'33" EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE, 1769.41 FEET TO THE POINT OF BEGINNING.

LESS ALL EXCEPTIONS, CONTAINING 1035.55 ACRES, MORE OR LESS.