

**RYE CROSSING  
COMMUNITY DEVELOPMENT  
DISTRICT**

**January 28, 2026**

**BOARD OF SUPERVISORS  
REGULAR MEETING  
AGENDA**

**RYE CROSSING  
COMMUNITY DEVELOPMENT DISTRICT**

**AGENDA  
LETTER**

# Rye Crossing Community Development District

## OFFICE OF THE DISTRICT MANAGER

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

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

<https://ryecrossingcdd.net/>

January 21, 2026

Board of Supervisors  
Rye Crossing Community Development District

### ATTENDEES:

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

Dear Board Members:

The Board of Supervisors of the Rye Crossing Community Development District will hold a Regular Meeting on January 28, 2026 at 2:00 p.m., or as soon thereafter as the matter may be heard, at Star Farms Amenity Center, 18360 Star Farms Loop, Lakewood Ranch, Florida 34211. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Discussion/Consideration/Ratification: Performance Measures/Standards & Annual Reporting Form
  - A. October 1, 2024 - September 30, 2025 [Posted]
  - B. October 1, 2025 - September 30, 2026
4. Consideration of Resolution 2026-01, Designating a Date, Time and Location for Landowners' Meeting and Election; Providing for Publication; and Providing for Severability and an Effective Date [Seats 1, 2 & 5]
5. Consideration of Resolution 2026-02, Designating the Location of the Local District Records Office and Providing an Effective Date
6. Update: Boundary Amendment
7. Ratification of Acquisition of Phase 3 Improvements
8. Consent Agenda
  - A. Acceptance of Unaudited Financial Statements as of December 31, 2025
  - B. Approval of August 27, 2025 Public Hearings and Regular Meeting Minutes
9. Staff Reports
  - A. District Counsel: *Kutak Rock LLP*

- B. District Engineer: *Atwell, LLC*
- C. District Manager: *Wrathell, Hunt and Associates, LLC*
  - NEXT MEETING DATE: February 25, 2026 at 2:00 PM
    - QUORUM CHECK

SEAT 1	CHRISTIAN COTTER	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No
SEAT 2	PEDRO RODRIGUEZ	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No
SEAT 3	HAL LUTZ	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No
SEAT 4	STEVEN HART	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No
SEAT 5	MARY MOULTON	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No

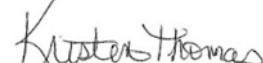
10. Board Members' Comments/Requests

11. Public Comments

12. Adjournment

Should you have any questions or concerns, please do not hesitate to contact me directly at (561) 517-5111.

Sincerely,



Kristen Thomas  
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE  
CALL-IN NUMBER: 1-888-354-0094  
PARTICIPANT PASSCODE: 866 4977

# **RYE CROSSING**

## **COMMUNITY DEVELOPMENT DISTRICT**

**3**

# **RYE CROSSING**

## **COMMUNITY DEVELOPMENT DISTRICT**

**3A**

**RYE CROSSING COMMUNITY DEVELOPMENT DISTRICT**  
**Performance Measures/Standards & Annual Reporting Form**  
**October 1, 2024 – September 30, 2025**

**1. COMMUNITY COMMUNICATION AND ENGAGEMENT**

**Goal 1.1      Public Meetings Compliance**

**Objective:** Hold at least two (2) regular Board of Supervisor meetings per year to conduct CDD related business and discuss community needs.

**Measurement:** Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.

**Standard:** A minimum of two (2) regular board meetings was held during the fiscal year.

**Achieved:** Yes  No

**Goal 1.2      Notice of Meetings Compliance**

**Objective:** Provide public notice of each meeting at least seven days in advance, as specified in Section 190.007(1), using at least two communication methods.

**Measurement:** Timeliness and method of meeting notices as evidenced by posting to CDD website, publishing in local newspaper and via electronic communication.

**Standard:** 100% of meetings were advertised with 7 days' notice per statute on at least two mediums (i.e., newspaper, CDD website, electronic communications).

**Achieved:** Yes  No

**Goal 1.3      Access to Records Compliance**

**Objective:** Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly CDD website checks.

**Measurement:** Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management's records.

**Standard:** 100% of monthly website checks were completed by District Management.

**Achieved:** Yes  No

## 2. **INFRASTRUCTURE AND FACILITIES MAINTENANCE**

### **Goal 2.1      District Infrastructure and Facilities Inspections**

**Objective:** District Engineer will conduct an annual inspection of the District's infrastructure and related systems.

**Measurement:** A minimum of one (1) inspection completed per year as evidenced by district engineer's report related to district's infrastructure and related systems.

**Standard:** Minimum of one (1) inspection was completed in the Fiscal Year by the district's engineer.

**Achieved:** Yes  No

## 3. **FINANCIAL TRANSPARENCY AND ACCOUNTABILITY**

### **Goal 3.1      Annual Budget Preparation**

**Objective:** Prepare and approve the annual proposed budget by June 15 and final budget was adopted by September 30 each year.

**Measurement:** Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on CDD website and/or within district records.

**Standard:** 100% of budget approval and adoption were completed by the statutory deadlines and posted to the CDD website.

**Achieved:** Yes  No

## **Goal 3.2      Financial Reports**

**Objective:** Publish to the CDD website the most recent versions of the following documents: current fiscal year budget with any amendments, most recent financials within the latest agenda package; and annual audit via link to Florida Auditor General website.

**Measurement:** Previous years' budgets, financials and annual audit, are accessible to the public as evidenced by corresponding documents and link on the CDD's website.

**Standard:** CDD website contains 100% of the following information: most recent link to annual audit, most recently adopted/amended fiscal year budget, and most recent agenda package with updated financials.

**Achieved:** Yes  No

## **Goal 3.3      Annual Financial Audit**

**Objective:** Conduct an annual independent financial audit per statutory requirements, transmit to the State of Florida and publish corresponding link to Florida Auditor General Website on the CDD website for public inspection.

**Measurement:** Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is transmitted to the State of Florida and available on the Florida Auditor General Website, for which a corresponding link is published on the CDD website.

**Standard:** Audit was completed by an independent auditing firm per statutory requirements and results were transmitted to the State of Florida and corresponding link to Florida Auditor General Website is published on CDD website.

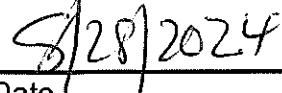
**Achieved:** Yes  No



District Manager



Print Name



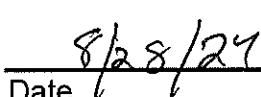
Date



Chair/Vice Chair, Board of Supervisors



Print Name



Date

# **RYE CROSSING**

## **COMMUNITY DEVELOPMENT DISTRICT**

**3B**

**RYE CROSSING COMMUNITY DEVELOPMENT DISTRICT NO. 1**  
**Performance Measures/Standards & Annual Reporting Form**  
**October 1, 2025 – September 30, 2026**

**1. COMMUNITY COMMUNICATION AND ENGAGEMENT**

**Goal 1.1      Public Meetings Compliance**

**Objective:** Hold at least two (2) regular Board of Supervisor meetings per year to conduct CDD related business and discuss community needs.

**Measurement:** Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.

**Standard:** A minimum of two (2) regular board meetings was held during the fiscal year.

**Achieved:** Yes  No

**Goal 1.2      Notice of Meetings Compliance**

**Objective:** Provide public notice of each meeting at least seven days in advance, as specified in Section 190.007(1), using at least two communication methods.

**Measurement:** Timeliness and method of meeting notices as evidenced by posting to CDD website, publishing in local newspaper and via electronic communication.

**Standard:** 100% of meetings were advertised with 7 days' notice per statute on at least two mediums (i.e., newspaper, CDD website, electronic communications).

**Achieved:** Yes  No

**Goal 1.3      Access to Records Compliance**

**Objective:** Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly CDD website checks.

**Measurement:** Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management's records.

**Standard:** 100% of monthly website checks were completed by District Management.

**Achieved:** Yes  No

## **2. INFRASTRUCTURE AND FACILITIES MAINTENANCE**

### **Goal 2.1 District Infrastructure and Facilities Inspections**

**Objective:** District Engineer will conduct an annual inspection of the District's infrastructure and related systems.

**Measurement:** A minimum of one (1) inspection completed per year as evidenced by district engineer's report related to district's infrastructure and related systems.

**Standard:** Minimum of one (1) inspection was completed in the Fiscal Year by the district's engineer.

**Achieved:** Yes  No

## **3. FINANCIAL TRANSPARENCY AND ACCOUNTABILITY**

### **Goal 3.1 Annual Budget Preparation**

**Objective:** Prepare and approve the annual proposed budget by June 15 and final budget was adopted by September 30 each year.

**Measurement:** Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on CDD website and/or within district records.

**Standard:** 100% of budget approval and adoption were completed by the statutory deadlines and posted to the CDD website.

**Achieved:** Yes  No

## **Goal 3.2      Financial Reports**

**Objective:** Publish to the CDD website the most recent versions of the following documents: current fiscal year budget with any amendments, most recent financials within the latest agenda package; and annual audit via link to Florida Auditor General website.

**Measurement:** Previous years' budgets, financials and annual audit, are accessible to the public as evidenced by corresponding documents and link on the CDD's website.

**Standard:** CDD website contains 100% of the following information: most recent link to annual audit, most recently adopted/amended fiscal year budget, and most recent agenda package with updated financials.

**Achieved:** Yes  No

## **Goal 3.3      Annual Financial Audit**

**Objective:** Conduct an annual independent financial audit per statutory requirements, transmit to the State of Florida and publish corresponding link to Florida Auditor General Website on the CDD website for public inspection.

**Measurement:** Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is transmitted to the State of Florida and available on the Florida Auditor General Website, for which a corresponding link is published on the CDD website.

**Standard:** Audit was completed by an independent auditing firm per statutory requirements and results were transmitted to the State of Florida and corresponding link to Florida Auditor General Website is published on CDD website.

**Achieved:** Yes  No

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District Manager

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Print Name

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Date

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Chair/Vice Chair, Board of Supervisors

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Print Name

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Date

# **RYE CROSSING**

## **COMMUNITY DEVELOPMENT DISTRICT**

**4**

**RESOLUTION 2026-01**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF RYE CROSSING  
COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME AND  
LOCATION FOR LANDOWNERS' MEETING AND ELECTION; PROVIDING FOR  
PUBLICATION, PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE**

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

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

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

**WHEREAS**, the effective date of Manatee County Ordinance No. 22-38 creating the District (the "Ordinance") is May 9, 2022; and

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

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

**SECTION 1.** In accordance with section 190.006(2), *Florida Statutes*, the meeting of the landowners to elect three (3) supervisors of the District, shall be held on the \_\_\_\_ day of November, 2026 at \_\_\_\_:\_\_\_\_\_.m., at \_\_\_\_\_.

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

**SECTION 3.** Pursuant to Section 190.006(2)(b), *Florida Statutes*, the landowners' meeting and election is hereby announced at the Board's Regular Meeting held on the 28<sup>th</sup> day of January, 2026. A sample notice of landowners' meeting and election, proxy, ballot form and instructions were presented at such meeting and are attached hereto as **Exhibit A**.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

**PASSED AND ADOPTED** this 28<sup>th</sup> day of January, 2026.

Attest:

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Secretary/Assistant Secretary

**RYE CROSSING COMMUNITY DEVELOPMENT  
DISTRICT**

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Chair/Vice Chair, Board of Supervisors

## **Exhibit A**

**NOTICE OF LANDOWNERS' MEETING AND ELECTION AND MEETING OF THE BOARD OF  
SUPERVISORS OF THE RYE CROSSING COMMUNITY DEVELOPMENT DISTRICT**

Notice is hereby given to the public and all landowners within Rye Crossing Community Development District (the "District") in Manatee County, Florida, advising that a meeting of landowners will be held for the purpose of electing three (3) persons to the District Board of Supervisors. Immediately following the landowners' meeting, there will be convened a meeting of the Board of Supervisors for the purpose of considering certain matters of the Board to include election of certain District officers, and other such business which may properly come before the Board.

**DATE:** November \_\_\_, 2026

**TIME:** \_\_\_:\_\_\_ \_\_.m.

**PLACE:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Each landowner may vote in person or by written proxy. Proxy forms may be obtained upon request at the office of the District Manager, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, by emailing wrathellc@whhassociates.com or calling (561) 571-0010. At said meeting, each landowner or his or her proxy shall be entitled to nominate persons for the position of Supervisor and cast one vote per acre of land, or fractional portion thereof, owned by him or her and located within the District for each person to be elected to the position of Supervisor. A fraction of an acre shall be treated as one acre, entitling the landowner to one vote with respect thereto. Platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner's proxy. At the landowners' meeting, the landowners shall select a person to serve as the meeting chair and who shall conduct the meeting.

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

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

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

District Manager

Run Date(s): \_\_\_\_\_ & \_\_\_\_\_

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

**INSTRUCTIONS RELATING TO LANDOWNERS' MEETING OF  
RYE CROSSING COMMUNITY DEVELOPMENT DISTRICT  
FOR THE ELECTION OF SUPERVISORS**

DATE OF LANDOWNERS' MEETING: **November \_\_\_\_ 2026**

TIME: \_\_\_\_:\_\_\_\_\_.m.

LOCATION: \_\_\_\_\_  
\_\_\_\_\_

Pursuant to Chapter 190, Florida Statutes, and after a Community Development District ("District") has been established and the landowners have held their initial election, there shall be a subsequent landowners' meeting for the purpose of electing members of the Board of Supervisors ("Board") every two years until the District qualifies to have its board members elected by the qualified electors of the District. The following instructions on how all landowners may participate in the election are intended to comply with Section 190.006(2)(b), Florida Statutes.

A landowner may vote in person at the landowners' meeting, or the landowner may nominate a proxy holder to vote at the meeting in place of the landowner. Whether in person or by proxy, each landowner shall be entitled to cast one vote per acre of land owned by him or her and located within the District, for each position on the Board that is open for election for the upcoming term. A fraction of an acre shall be treated as one (1) acre, entitling the landowner to one vote with respect thereto. Please note that a particular parcel of real property is entitled to only one vote for each eligible acre of land or fraction thereof; therefore, two or more people who own real property in common, that is one acre or less, are together entitled to only one vote for that real property.

At the landowners' meeting, the first step is to elect a chair for the meeting, who may be any person present at the meeting. The landowners shall also elect a secretary for the meeting who may be any person present at the meeting. The secretary shall be responsible for the minutes of the meeting. The chair shall conduct the nominations and the voting. If the chair is a landowner or proxy holder of a landowner, he or she may nominate candidates and make and second motions. Candidates must be nominated and then shall be elected by a vote of the landowners. Nominees may be elected only to a position on the Board that is open for election for the upcoming term.

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

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

**LANDOWNER PROXY**

**RYE CROSSING COMMUNITY DEVELOPMENT DISTRICT  
MANATEE COUNTY, FLORIDA  
LANDOWNERS' MEETING – November \_\_, 2026**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the fee simple owner of the lands described herein, hereby constitutes and appoints \_\_\_\_\_ ("Proxy Holder") for and on behalf of the undersigned, to vote as proxy at the meeting of the landowners of the Rye Crossing Community Development District to be held at \_\_\_\_:\_\_\_\_\_.m., on November \_\_, 2026 at \_\_\_\_\_, and at any adjournments thereof, according to the number of acres of unplatte land and/or platted lots owned by the undersigned landowner that the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing that may be considered at said meeting including, but not limited to, the election of members of the Board of Supervisors. Said Proxy Holder may vote in accordance with his or her discretion on all matters not known or determined at the time of solicitation of this proxy, which may legally be considered at said meeting.

Any proxy heretofore given by the undersigned for said meeting is hereby revoked. This proxy is to continue in full force and effect from the date hereof until the conclusion of the landowners' meeting and any adjournment or adjournments thereof, but may be revoked at any time by written notice of such revocation presented at the landowners' meeting prior to the proxy holder's exercising the voting rights conferred herein.

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Printed Name of Legal Owner

---

Signature of Legal Owner

---

Date

**Parcel Description**

**Acreage**

**Authorized Votes**

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[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel. If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

**Total Number of Authorized Votes:** \_\_\_\_\_

NOTES: Pursuant to Section 190.006(2)(b), Florida Statutes, a fraction of an acre is treated as one (1) acre entitling the landowner to one vote with respect thereto. For purposes of determining voting interests, platted lots shall be counted individually and rounded up to the nearest whole acre. Moreover, two (2) or more persons who own real property in common that is one acre or less are together entitled to only one vote for that real property.

If the fee simple landowner is not an individual, and is instead a corporation, limited liability company, limited partnership or other entity, evidence that the individual signing on behalf of the entity has the authority to do so should be attached hereto (e.g., bylaws, corporate resolution, etc.).

**OFFICIAL BALLOT**

**RYE CROSSING COMMUNITY DEVELOPMENT DISTRICT  
MANATEE COUNTY, FLORIDA  
LANDOWNERS' MEETING – NOVEMBER \_\_, 2026**

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

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

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

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel.] [If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

or

**Attach Proxy.**

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

<b>SEAT</b>	<b>NAME OF CANDIDATE</b>	<b>NUMBER OF VOTES</b>
1.	_____	____
2.	_____	____
5.	_____	____

Date: \_\_\_\_\_ Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

# **RYE CROSSING**

## **COMMUNITY DEVELOPMENT DISTRICT**

**5**

**RESOLUTION 2026-02**

**A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE RYE CROSSING COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE LOCATION OF THE LOCAL DISTRICT RECORDS OFFICE AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the District is statutorily required to designate a local district records office location for the purposes of affording citizens the ability to access the District's records, promoting the disclosure of matters undertaken by the District, and ensuring that the public is informed of the activities of the District in accordance with Chapter 119 and Section 190.006(7), *Florida Statutes*.

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

**SECTION 1.** The District's local records office shall be located at: \_\_\_\_\_.

**SECTION 2.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

ATTEST:

**RYE CROSSING COMMUNITY DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

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Chair/Vice Chair, Board of Supervisors

# **RYE CROSSING**

## **COMMUNITY DEVELOPMENT DISTRICT**

**7**

June 24, 2025

Rye Crossing Community Development District  
c/o Daniel Rom, District Manager  
Wrathell Hunt and Associates, LLC  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431

Re: Letter Agreement for Acquisition of Rye Crossing Phase III Improvements

Dear Daniel,

Pursuant to the *Acquisition Agreement*, dated October 5, 2022 ("Acquisition Agreement"), by and between the Rye Crossing Community Development District ("District") and Forestar (USA) Real Estate Group Inc. ("Developer"), you are hereby notified that the Developer has completed and wishes to sell ("Sale") to the District certain "Improvements" as described in **Exhibit A** attached hereto. Subject to the terms of the Acquisition Agreement, the following terms govern the proposed Sale:

- As consideration for the Sale, and subject to the terms of the Acquisition Agreement, the District agrees to pay from bond proceeds the amount identified in **Exhibit A** attached hereto, which represents the actual cost of constructing and/or creating the Improvements. Subject to the terms of the Acquisition Agreement, this amount will be processed by requisition and paid to Developer upon availability of bond proceeds.
- Notwithstanding anything to the contrary herein, certain amounts, as identified in **Exhibit A**, may still be owed to contractors (balance to finish & retainage) and Developer agrees to ensure that all punch list and/or other open items necessary to complete the Improvements are completed and to timely make payment for all remaining amounts owed under the contract, and to ensure that no liens are placed on the Improvements. Subject to the terms of the Acquisition Agreement, the District may process the remaining amounts owed by requisition and pay the Developer upon availability of bond proceeds and upon proof of payment by the Developer to the Contractor of the remaining amounts.
- The Developer agrees, at the direction of the District, to assist with the transfer of any permits or similar approvals, as well as other work product, necessary for the operation of the Improvements, and to provide any maintenance bonds or other forms of security required by the City for turnover of the roadways (which comprise a portion of the Improvements) to the County.

If the District is in agreement with the terms stated herein, please execute this letter agreement in the space below and proceed with the necessary steps to effect the Sale.

Agreed to by:

RYE CROSSING COMMUNITY  
DEVELOPMENT DISTRICT

  
Name: Christian Cotter  
Title: Chairman

Sincerely,

FORESTAR (USA) REAL ESTATE GROUP INC.

**[SIGNATURE ON FOLLOWING PAGE]**

Name: James D. Allen  
Title: Executive Vice President

June 24, 2025

Rye Crossing Community Development District  
c/o Daniel Rom, District Manager  
Wrathell Hunt and Associates, LLC  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431

Re: Letter Agreement for Acquisition of Rye Crossing Phase III Improvements

Dear Daniel,

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- As consideration for the Sale, and subject to the terms of the Acquisition Agreement, the District agrees to pay from bond proceeds the amount identified in **Exhibit A** attached hereto, which represents the actual cost of constructing and/or creating the Improvements. Subject to the terms of the Acquisition Agreement, this amount will be processed by requisition and paid to Developer upon availability of bond proceeds.
- Notwithstanding anything to the contrary herein, certain amounts, as identified in **Exhibit A**, may still be owed to contractors (balance to finish & retainage) and Developer agrees to ensure that all punch list and/or other open items necessary to complete the Improvements are completed and to timely make payment for all remaining amounts owed under the contract, and to ensure that no liens are placed on the Improvements. Subject to the terms of the Acquisition Agreement, the District may process the remaining amounts owed by requisition and pay the Developer upon availability of bond proceeds and upon proof of payment by the Developer to the Contractor of the remaining amounts.
- The Developer agrees, at the direction of the District, to assist with the transfer of any permits or similar approvals, as well as other work product, necessary for the operation of the Improvements, and to provide any maintenance bonds or other forms of security required by the City for turnover of the roadways (which comprise a portion of the Improvements) to the County.

If the District is in agreement with the terms stated herein, please execute this letter agreement in the space below and proceed with the necessary steps to effect the Sale.

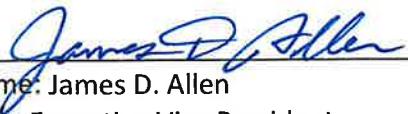
Agreed to by:  
**RYE CROSSING COMMUNITY  
DEVELOPMENT DISTRICT**

**[SIGNATURE ON FOLLOWING PAGE]**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Sincerely,  
**FORESTAR (USA) REAL ESTATE GROUP INC.**

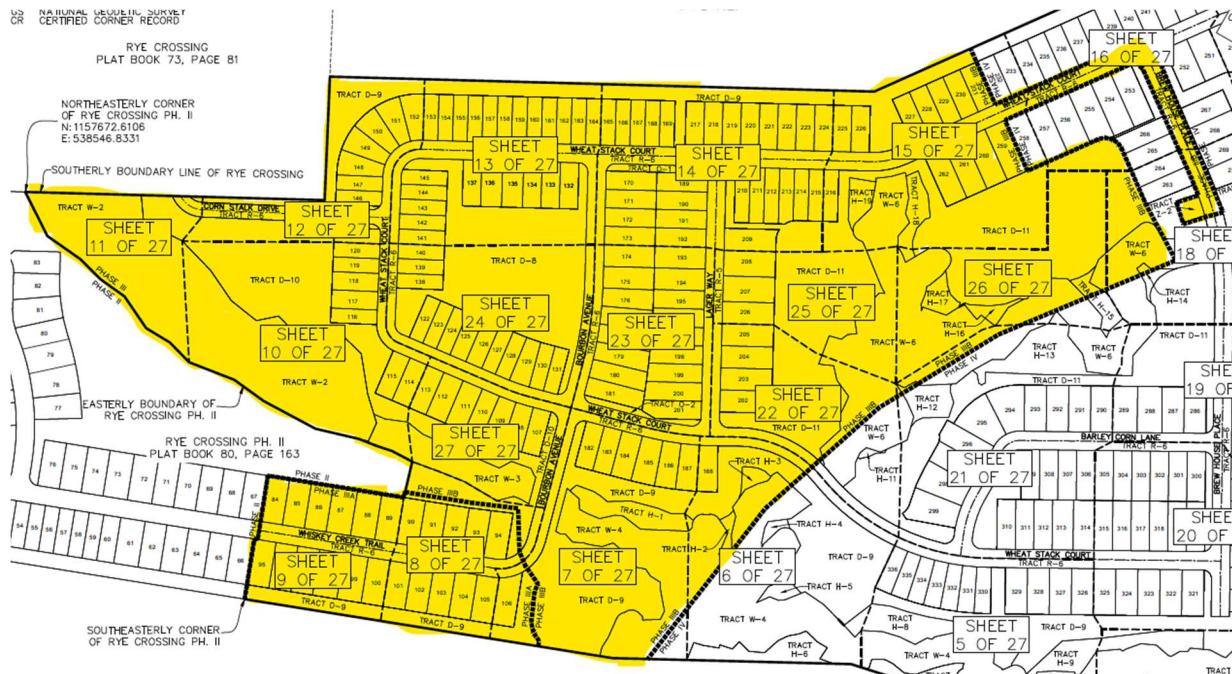
Name: James D. Allen  
Title: Executive Vice President

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT A**  
**Description of Rye Crossing Phase III Improvements**

**Phase III Surface Water Management** – All drainage and surface water management systems, including but not limited to sod, surface water control structures, curb and gutter, and pipes, located within those certain portions of Tract R-6 (Private Roadway, Private Drainage Easement, Public Utility Easement), Tracts D-9 (Landscape, Lake Access Easement, Irrigation, Private Drainage Easement, Public Utility Easement, Public Flowage Easement), Tract D-11 (Landscape, Lake Access Easement, Irrigation, Private Drainage Easement, Public Utility Easement), Tracts W-4 and W-6 (Wetland, Wetland Buffer, Public Flowage Easement) and any “Private Drainage Easements,” “Public Drainage Easements,” “Public Drainage Maintenance Easements,” “Public Utility Easements,” and any other “Drainage Easements,” located within Phase III identified below and further identified in the proposed plat known as *Rye Crossing Ph. III & IV*, attached hereto as **Exhibit B**; and Tracts D-8 and D-10 (Landscape, Lake Access Easement, Irrigation, Private Drainage Easement, Public Utility Easement, Public Flowage Easement), and Tracts W-2 and W-3 (Wetland, Wetland Buffer, Public Flowage Easement), in their entirety, and further identified in the proposed plat known as *Rye Crossing Ph. III & IV*, attached hereto as **Exhibit B**;

**Phase III Utilities** - All wastewater lines, potable water lines and reclaim/irrigation main including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, lift stations, facilities, equipment and appurtenances thereto, located within or upon the rights-of-way designated as located within those certain portions of Tract R-6 (Private Roadway, Private Drainage Easement, Public Utility Easement), and any “Public Utility Easements,” located within Phase III identified below and further identified in the proposed plat known as *Rye Crossing Ph. III & IV*, attached hereto as **Exhibit B**, and Tract Z-2 (Manatee County Lift Station Easement), in its entirety, and further identified in the proposed plat known as *Rye Crossing Ph. III & IV*, attached hereto as **Exhibit B**;



entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the public improvements for Phase III of the project as described in the *Supplemental Engineer's Report*, dated September 4, 2024.

<b>Improvement</b>	<b>Total CDD Eligible Amount</b>	<b>Total Paid to Date</b>	<b>Balance Owed</b>	<b>Retainage</b>
Phase III Stormwater	\$2,035,967.00	\$1,558,540.00	\$321,573.00	\$155,854.00
Phase III Sanitary Sewer	\$2,446,537.00	\$1,630,480.00	\$670,009.00	\$146,048.00
Phase III Watermain	\$1,207,635.00	\$758,289.00	\$373,517.00	\$75,829.00
Phase III Reclaim/Irrigation Main	\$873,434.00	\$533,020.00	\$287,112.00	\$53,302.00
<b>Totals:</b>	<b>\$6,563,573.00</b>	<b>\$4,480,329.00</b>	<b>\$1,652,211.00</b>	<b>\$431,033.00</b>

**EXHIBIT B**  
**Proposed *Rye Crossing Ph. III & IV Plat***

ATWELL, L.L.C.  
CERTIFICATE OF AUTHORIZATION LB 0007832  
6813 STATE ROAD 70 EAST  
BRADENTON, FLORIDA 34203  
(941) 748-8340

CERTIFICATE OF APPROVAL OF CLERK OF CIRCUIT COURT

STATE OF FLORIDA :  
: SS  
COUNTY OF MANATEE :

I, ANGELINA COLONNESSO, CLERK OF THE CIRCUIT COURT OF MANATEE COUNTY, FLORIDA, HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF THE STATUTES OF FLORIDA PERTAINING TO MAPS AND PLATS, AND THAT THIS PLAT HAS BEEN FILED FOR RECORD IN THE PLAT BOOK \_\_\_\_\_ PAGES \_\_\_\_\_ THROUGH \_\_\_\_\_, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2025.

CLERK OF THE CIRCUIT COURT  
MANATEE COUNTY, FLORIDA

CERTIFICATE OF ACCEPTANCE

STATE OF FLORIDA :  
: SS  
COUNTY OF MANATEE :

THE DEDICATIONS TO RYE CROSSING COMMUNITY DEVELOPMENT DISTRICT, A LOCAL UNIT OF SPECIAL-PURPOSE GOVERNMENT ESTABLISHED PURSUANT TO CHAPTER 190, FLORIDA STATUTES, AND LOCATED IN MANATEE COUNTY, FLORIDA (THE "DISTRICT"), WERE APPROVED BY THE DISTRICT'S BOARD OF SUPERVISORS.

IN WITNESS WHEREOF, DISTRICT HAS CAUSED THESE PRESENTS TO BE EXECUTED BY ITS DULY AUTHORIZED OFFICER THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

RYE CROSSING COMMUNITY DEVELOPMENT DISTRICT, A LOCAL UNIT OF SPECIAL-PURPOSE GOVERNMENT ESTABLISHED PURSUANT TO CHAPTER 190, FLORIDA STATUTES AND LOCATED IN MANATEE COUNTY, FLORIDA.

ATTEST:

BY: \_\_\_\_\_ BY: \_\_\_\_\_

CERTIFICATE OF APPROVAL OF BOARD OF COUNTY COMMISSIONERS:

STATE OF FLORIDA :  
: SS  
COUNTY OF MANATEE :

IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN OFFICIALLY APPROVED FOR RECORD AND ALL OFFERS OF DEDICATION ACCEPTED BY THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA, THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

\_\_\_\_\_  
CHAIRMAN  
BOARD OF COUNTY COMMISSIONERS

ATTEST: ANGELINA COLONNESSO  
CLERK OF THE CIRCUIT COURT AND COMPTROLLER  
MANATEE COUNTY, FLORIDA

BY: CLERK OF THE CIRCUIT COURT

RESERVATION OF EASEMENTS

THESE ARE HEREBY EXPRESSLY RESERVED, EASEMENTS OF 5 (FIVE) FEET IN WIDTH ALONG ALL SIDE LOT LINES AND REAR LOT LINES FOR THE PURPOSE OF ACCOMMODATING SURFACE AND UNDERGROUND DRAINAGE AND UNDERGROUND UTILITIES AND 10 (TEN) FEET IN WIDTH ALONG ALL FRONT LOT LINES, FOR THE EXPRESS PURPOSE OF ACCOMMODATING SURFACE AND UNDERGROUND DRAINAGE AND UNDERGROUND UTILITIES, WHICH EASEMENTS FOR UNDERGROUND UTILITIES MAY ALSO BE USED BY FLORIDA POWER AND LIGHT COMPANY, THEIR SUCCESSORS AND/OR ASSIGNS, SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED THAT SUCH CABLE TELEVISION SERVICES SHALL NOT INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY, IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. WHERE MORE THAN ONE LOT IS INTENDED AS A BUILDING SITE, THE OUTSIDE BOUNDARIES OF SAID BUILDING SITE SHALL CARRY SAID EASEMENTS. ALL OTHER EASEMENTS SHOWN ON THIS PLAT ARE HEREBY RESERVED IN PERPETUITY FOR THE PURPOSES NOTED. ALL UTILITIES WILL BE PLACED UNDERGROUND, UNLESS OTHERWISE NOTED ALL EASEMENTS ABOVE ARE DEDICATED AS PRIVATE.

CERTIFICATION BY LAND SURVEYOR

I, THE UNDERSIGNED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, THAT THE PLAT WAS MADE UNDER MY DIRECT AND SUPERVISION, THAT THE SURVEY DATA COMPLIES WITH ALL REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES AND THE MANATEE COUNTY LAND DEVELOPMENT CODE AND THAT ALL PERMANENT REFERENCE MONUMENTS HAVE BEEN SET PRIOR TO RECORDING OF THIS PLAT. THE BENCHMARKS, PERMANENT CONTROL POINTS AND LOT CORNERS WILL BE INSTALLED AND CERTIFIED BY AN OFFICIAL AFFIDAVIT WITHIN ONE (1) YEAR OF THE RECORDING OF THE PLAT OR PRIOR TO THE RELEASE OF THE IMPROVEMENT BOND.

DATE: \_\_\_\_\_

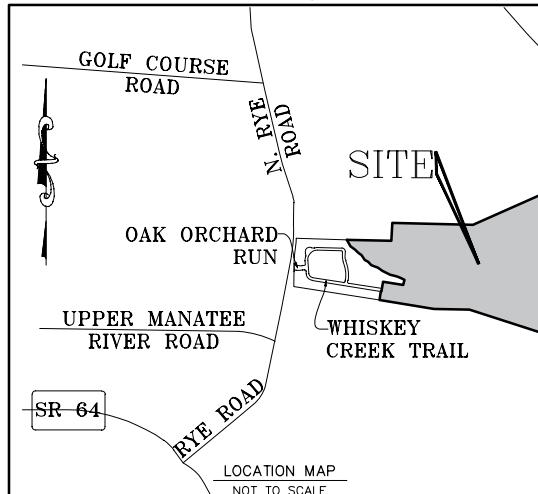
KYLE E. CROSS, PSM  
ATWELL, L.L.C.  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA CERTIFICATE NO. 7176

RYE CROSSING PH. III & IV

SUBPHASES IIIA, IIIB, & IV

A SUBDIVISION IN

SECTION 13, TOWNSHIP 34 SOUTH, RANGE 19 EAST,  
MANATEE COUNTY, FLORIDA



NOTES

1. "NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY."

2. BEARINGS SHOWN HEREON ARE BASED ON EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 34 SOUTH, RANGE 19 EAST BEING N. 00°41'21" E. AS SHOWN. BEARINGS SHOWN ARE GRID BEARINGS.

3. THIS PLAT APPEARS TO LIE IN FLOOD ZONE A, AE, AND X AS PER MANATEE COUNTY FLOOD INSURANCE RATE MAP PANEL #12081C0215 F, DATED 8/10/2021. AN ACCURATE ZONE DETERMINATION SHOULD BE MADE BY THE PREPARE OF THE FIRM MAP, FEMA, OR THE LOCAL GOVERNMENT AGENCY HAVING JURISDICTION OVER SUCH MATERIALS PRIOR TO ANY JUDGMENTS BEING MADE FROM THE ZONE AS NOTED.

4. EXCEPT IN THE CASE OF AN IRREGULAR BOUNDARY OR WATER COURSE, NUMERICAL EXPRESSIONS SHOWN HEREON TO THE NEAREST FOOT OR TENTH OF A FOOT, ARE TO BE INTERPRETED AS HAVING A PRECISION TO THE NEAREST ONE HUNDREDTH OF A FOOT.

5. ALL LOT LINES TOUCHING CURVED ROADWAYS ARE RADIAL LINES TO SAID ROADWAYS, UNLESS DENOTED AS NON-RADIAL (NR).

6. ELEVATIONS SHOWN HEREON ARE BASED ON NGS BENCHMARK "GARR" (PID:D02546) (ELEVATION=26.88) AND NGS BENCHMARK "MARION" (PID:D05097) (ELEVATION=34.64). ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NGVD88).

7. BEARINGS AND STATE PLANE COORDINATES SHOWN HEREON ARE GRID BEARINGS BASED ON NGS CONTROL POINT "GARR" (PID D02546)(SCALE FACTOR 0.99995999) AND NGS CONTROL POINT "MARION" (PID D05097)(SCALE FACTOR 0.99995982) RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, BASED ON NORTH AMERICAN DATUM 1983 (2011 ADJUSTMENT).

8. THE COMMUNITY DECLARATION FOR RYE CROSSING (THE COMMUNITY DECLARATION) IS RECORDED IN OFFICIAL RECORDS INSTRUMENT 202241034490. THE AMENDED AND RESTATED COMMUNITY DECLARATION IS RECORDED IN OFFICIAL RECORDS INSTRUMENT NUMBER 202241339565. A FOURTH AMENDMENT AND FIRST SUPPLEMENT TO AMENDED AND RESTATED COMMUNITY DECLARATION FOR RYE CROSSING WILL BE RECORDED SIMULTANEOUSLY WITH THIS PLAT.

9. THIS PLAT COVERS AN AREA OF 4,943,734 SQUARE FEET OR 113.49 ACRES, MORE OR LESS.

CERTIFICATE OF PLAT REVIEW

STATE OF FLORIDA: SS  
COUNTY OF MANATEE:

I HEREBY CERTIFY THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO FLORIDA STATUTES CHAPTER 177, PART 1, PLATTING, BY THE OFFICE OF THE COUNTY SURVEYOR FOR MANATEE COUNTY, FLORIDA; HOWEVER, SAID REVIEW DID NOT INCLUDE FIELD VERIFICATION OF ANY COORDINATES, POINTS, OR MEASUREMENTS, NOR DID IT VERIFY THE GEOMETRIC DATA AS SHOWN HEREON.

DAY OF \_\_\_\_\_, 2025

DANNY R. SWAIN, P.S.M.  
COUNTY SURVEYOR  
PROFESSIONAL SURVEY AND MAPPER  
FLORIDA LICENSE NUMBER 5942

PLAT BOOK \_\_\_\_\_ PAGE \_\_\_\_\_

SHEET 1 OF 27

INSTRUMENT # \_\_\_\_\_

CERTIFICATE OF OWNERSHIP AND DEDICATION:

STATE OF FLORIDA :  
: SS  
COUNTY OF MANATEE :

PURSUANT TO FLORIDA STATUTE SECTION 177.081, THE UNDERSIGNED, ANTHONY J. SOUTIERI, AS VICE PRESIDENT OF FORESTAR (USA) REAL ESTATE GROUP INC., A DELAWARE CORPORATION LICENSED TO DO BUSINESS IN THE STATE OF FLORIDA, CERTIFIES OWNERSHIP OF THE PROPERTY DESCRIBED HEREON AND HAS CAUSED THIS PLAT ENTITLED RYE CROSSING PH. III & IV, SUBPHASES IIIA, IIIB, & IV TO BE MADE AND DOES HEREBY DEDICATE THE FOLLOWING:

1. TO MANATEE COUNTY FOR USE BY THE GENERAL PUBLIC FOREVER, THE FOLLOWING:

A. A PUBLIC UTILITY EASEMENT ACROSS TRACT R-6, TOGETHER WITH A TEN (10) FOOT WIDE PUBLIC UTILITY EASEMENT LYING PARALLEL AND CONGUITOUS WITH THE OUTSIDE PARAMETERS OF SUCH TRACT FOR INSTALLATION, OPERATION AND MAINTENANCE OF PUBLIC WATER AND WASTEWATER INFRASTRUCTURE FACILITIES AND METER MAINTENANCE, REPLACEMENT AND READING.

B. A NON-EXCLUSIVE INGRESS AND EGRESS EASEMENT ACROSS TRACT R-6 FOR EMERGENCY, LAW ENFORCEMENT AND MANATEE COUNTY MAINTENANCE PERSONNEL.

C. ALL EASEMENTS DEPICTED ON THIS PLAT THAT ARE LABELED AS "PUBLIC".

D. AN EXCLUSIVE MANATEE COUNTY LIFT STATION EASEMENT AS SHOWN ON TRACT Z-2 FOR THE INSTALLATION, OPERATION AND MAINTENANCE OF A PUBLIC LIFT STATION AND ASSOCIATED APPURTENANCES. TRACT Z-2 IS INTENDED TO BE OWNED BY THE RYE CROSSING COMMUNITY ASSOCIATION, BUT MANATEE COUNTY IS GRANTED AN EASEMENT FOR MAINTENANCE OF THE LIFT STATION WITHIN THE TRACT. THE RYE CROSSING COMMUNITY ASSOCIATION WILL MAINTAIN THE AREA SURROUNDING THE LIFT STATION.

2. TO THE RYE CROSSING COMMUNITY DEVELOPMENT DISTRICT, AND ITS SUCCESSORS AND/OR ASSIGNS ("CDD"), THE FOLLOWING:

A. TRACTS D-8, D-9, D-10, D-11, & D-12 FOR STORMWATER DRAINAGE PURPOSES. THE CDD SHALL HAVE THE RIGHT AND OBLIGATION TO MAINTAIN SUCH RIGHTS.

B. TRACTS W-2, W-3, W-4, W-5, & W-6. THE CDD SHALL HAVE THE RIGHT AND OBLIGATION TO MAINTAIN SUCH TRACTS.

C. A PERPETUAL, NON-EXCLUSIVE ACCESS EASEMENT OVER TRACT R-6 AND FOR CDD PURPOSES.

D. A PERPETUAL, NON-EXCLUSIVE EASEMENT OVER ALL "PRIVATE DRAINAGE EASEMENTS," "PUBLIC DRAINAGE EASEMENTS" AND "PUBLIC DRAINAGE MAINTENANCE EASEMENTS" IDENTIFIED HEREON INCLUDING THE RIGHTS AND OBLIGATIONS TO CONSTRUCT, ACQUIRE, OWN, OPERATE, MAINTAIN, REPAIR AND REPLACE ANY STORMWATER IMPROVEMENTS WITHIN SUCH EASEMENTS. THE CDD SHALL HAVE THE RIGHT AND OBLIGATION TO MAINTAIN SUCH IMPROVEMENTS.

E. A PERPETUAL, NON-EXCLUSIVE EASEMENT OVER ALL "PUBLIC UTILITY EASEMENTS," TRACT R-6 AND TRACT Z-2 IDENTIFIED HEREON INCLUDING THE RIGHTS AND OBLIGATIONS TO INITIALLY CONSTRUCT, ACQUIRE, OWN, AND TRANSFER ANY WATER, SEWER AND RECLAIM UTILITIES WITHIN SUCH EASEMENTS. THE CDD MAY INSTALL AND/OR ACQUIRE SUCH UTILITIES AND TRANSFER THEM TO THE COUNTY UPON COMPLETION, SUBJECT TO THE COUNTY'S APPROVAL PROCESS.

IN WITNESS WHEREOF, THE UNDERSIGNED OWNER HAS EXECUTED THIS PLAT ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

BY: FORESTAR (USA) REAL ESTATE GROUP, INC., A DELAWARE CORPORATION

(PRINT NAME), VICE PRESIDENT

WITNESSES: \_\_\_\_\_ WITNESSES: \_\_\_\_\_

(SIGNATURE) \_\_\_\_\_ (SIGNATURE) \_\_\_\_\_

(PRINT NAME) \_\_\_\_\_ (PRINT NAME) \_\_\_\_\_

STATE OF FLORIDA : SS  
COUNTY OF \_\_\_\_\_ :

THE FOREGOING CERTIFICATE OF OWNERSHIP AND DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025, BY ANTHONY J. SOUTIERI, AS VICE PRESIDENT OF FORESTAR (USA) REAL ESTATE GROUP, INC., A DELAWARE CORPORATION LICENSED TO DO BUSINESS IN THE STATE OF FLORIDA, SWORN TO (OR AFFIRMED) AND SUBSCRIBED BEFORE ME BY MEANS OF [ ] PHYSICAL PRESENCE OR [ ] ONLINE NOTARIZATION, ON BEHALF OF SAID COMPANY

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
STAMP

MY COMMISSION EXPIRES

PERSONALLY KNOWN \_\_\_\_\_ OR PRODUCED IDENTIFICATION \_\_\_\_\_

TYPE OF IDENTIFICATION PRODUCED \_\_\_\_\_

# RYE CROSSING PH. III & IV

SUBPHASES IIIA, IIIB, & IV

A SUBDIVISION IN

SECTION 13, TOWNSHIP 34 SOUTH, RANGE 19 EAST,  
 MANATEE COUNTY, FLORIDA

## LEGAL DESCRIPTION

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 13, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA; THENCE N.00°41'21"W ALONG THE EAST LINE OF SAID SECTION 13, A DISTANCE OF 100.00 FEET TO A POINT LYING ON THE NORTHERLY LINE OF THAT CERTAIN PARCEL AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1524, PAGE 744, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE THE FOLLOWING FOUR (4) CALLS ALONG SAID NORTHERLY LINE: (1) N.72°16'16" W. 104.59 FEET TO THE POINT OF BEGINNING; THENCE (2) N.72°16'16" W. 1250.10 FEET; THENCE (3) N.88°33'43"W. 650.59 FEET; THENCE (4) N.80°53'20"W. A DISTANCE OF 1015.04 FEET TO THE SOUTHEASTERLY CORNER OF RYE CROSSING PH. II, AS DEPICTED AND RECORDED IN RYE CROSSING PH. II, A SUBDIVISION, IN PLAT BOOK 80, PAGE 163, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE THE FOLLOWING NINETEEN (19) CALLS ALONG SAID BOUNDARY OF RYE CROSSING PH. II: (1) N.09°06'40"E., A DISTANCE OF 166.00 FEET; THENCE (2) S.80°53'20"E., A DISTANCE OF 9.30 FEET; THENCE (3) N.09°06'40"E., A DISTANCE OF 176.00 FEET; THENCE (4) S.80°53'20"E., A DISTANCE OF 375.00 FEET; THENCE (5) N.13°24'02"E., A DISTANCE OF 100.21 FEET; THENCE (6) N.62°11'27"W., A DISTANCE OF 61.66 FEET; THENCE (7) N.71°41'06"W., A DISTANCE OF 47.08 FEET; THENCE (8) N.68°29'22"W., A DISTANCE OF 50.20 FEET; THENCE (9) N.76°46'14"W., A DISTANCE OF 121.11 FEET; THENCE (10) N.61°58'07"W., A DISTANCE OF 159.30 FEET; THENCE (11) N.54°17'32"W., A DISTANCE OF 99.98 FEET; THENCE (12) N.68°44'58"W., A DISTANCE OF 131.51 FEET; THENCE (13) N.44°02'13"W., A DISTANCE OF 75.52 FEET; THENCE (14) N.59°04'41"W., A DISTANCE OF 75.52 FEET; THENCE (15) N.34°21'36"W., A DISTANCE OF 105.15 FEET; THENCE (16) N.54°24'11"W., A DISTANCE OF 80.72 FEET; THENCE (17) N.45°01'14"W., A DISTANCE OF 76.46 FEET; THENCE (18) N.54°56'45"W., A DISTANCE OF 110.08 FEET; THENCE (19) N.26°41'18"W., A DISTANCE OF 134.45 FEET TO THE NORTHEASTERLY CORNER OF SAID SUBDIVISION, SAID POINT ALSO LYING ON THE SOUTHERLY BOUNDARY LINE OF RYE CROSSING, AS DEPICTED AND RECORDED IN RYE CROSSING, A SUBDIVISION, IN PLAT BOOK 73, PAGE 81, SAID PUBLIC RECORDS; THENCE THE FOLLOWING TWO (2) CALLS ALONG SAID SOUTHERLY BOUNDARY LINE: (1) S.88°25'41"E., A DISTANCE OF 816.15 FEET; THENCE (2) N.02°26'21"E., A DISTANCE OF 336.52 FEET; THENCE THE FOLLOWING TWO (2) CALLS ALONG THE NORTHERLY LINE OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 2511, PAGE 7743, SAID PUBLIC RECORDS: (1) S.88°25'38"E., A DISTANCE OF 1483.77 FEET; THENCE (2) N.65°59'29"E., A DISTANCE OF 1266.99 FEET; THENCE S.00°14'21"W., PARALLEL TO SAID EAST LINE OF SECTION 13 AND 100.00 FEET WESTERLY THEREFROM A DISTANCE OF 2455.33 FEET TO THE POINT OF BEGINNING, BEING AND LYING IN SECTION 13, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA,

SUBJECT TO PERTINENT EASEMENTS, RIGHTS OF WAY, AND RESTRICTIONS OF RECORD, IF ANY,

CONTAINING 4,943,734 SQUARE FEET OR 113.49 ACRES, MORE OR LESS.

## TRACT TABLE

TRACT	USAGE	SQUARE FOOTAGE	LAND OWNERSHIP	MAINTAINED BY
D-8	LANDSCAPE, LAKE ACCESS EASEMENT, IRRIGATION, PRIVATE DRAINAGE EASEMENT, PUBLIC UTILITY EASEMENT, PUBLIC FLOWAGE EASEMENT	150,844	RYE CROSSING COMMUNITY DEVELOPMENT DISTRICT ("CDD")	RYE CROSSING COMMUNITY DEVELOPMENT DISTRICT ("CDD")
D-9	LANDSCAPE, LAKE ACCESS EASEMENT, IRRIGATION, PRIVATE DRAINAGE EASEMENT, PUBLIC UTILITY EASEMENT, PUBLIC FLOWAGE EASEMENT	611,204	RYE CROSSING COMMUNITY DEVELOPMENT DISTRICT ("CDD")	RYE CROSSING COMMUNITY DEVELOPMENT DISTRICT ("CDD")
D-10	LANDSCAPE, LAKE ACCESS EASEMENT, IRRIGATION, PRIVATE DRAINAGE EASEMENT, PUBLIC UTILITY EASEMENT, PUBLIC FLOWAGE EASEMENT	177,285	RYE CROSSING COMMUNITY DEVELOPMENT DISTRICT ("CDD")	RYE CROSSING COMMUNITY DEVELOPMENT DISTRICT ("CDD")
D-11	LANDSCAPE, LAKE ACCESS EASEMENT, IRRIGATION, PRIVATE DRAINAGE EASEMENT, PUBLIC UTILITY EASEMENT	469,497	RYE CROSSING COMMUNITY DEVELOPMENT DISTRICT ("CDD")	RYE CROSSING COMMUNITY DEVELOPMENT DISTRICT ("CDD")
D-12	LANDSCAPE, LAKE ACCESS EASEMENT, IRRIGATION, PRIVATE DRAINAGE EASEMENT, PUBLIC UTILITY EASEMENT	87,839	RYE CROSSING COMMUNITY DEVELOPMENT DISTRICT ("CDD")	RYE CROSSING COMMUNITY DEVELOPMENT DISTRICT ("CDD")
H-1	UPLAND NATIVE HABITAT	17,100	RYE CROSSING COMMUNITY ASSOCIATION	RYE CROSSING COMMUNITY ASSOCIATION
H-2	UPLAND NATIVE HABITAT	2,633	RYE CROSSING COMMUNITY ASSOCIATION	RYE CROSSING COMMUNITY ASSOCIATION
H-3	UPLAND NATIVE HABITAT	3,475	RYE CROSSING COMMUNITY ASSOCIATION	RYE CROSSING COMMUNITY ASSOCIATION
H-4	UPLAND NATIVE HABITAT	2,370	RYE CROSSING COMMUNITY ASSOCIATION	RYE CROSSING COMMUNITY ASSOCIATION
H-5	UPLAND NATIVE HABITAT	4,253	RYE CROSSING COMMUNITY ASSOCIATION	RYE CROSSING COMMUNITY ASSOCIATION
H-6	UPLAND NATIVE HABITAT	18,152	RYE CROSSING COMMUNITY ASSOCIATION	RYE CROSSING COMMUNITY ASSOCIATION
H-7	UPLAND NATIVE HABITAT	11,004	RYE CROSSING COMMUNITY ASSOCIATION	RYE CROSSING COMMUNITY ASSOCIATION
H-8	UPLAND NATIVE HABITAT	27,010	RYE CROSSING COMMUNITY ASSOCIATION	RYE CROSSING COMMUNITY ASSOCIATION
H-9	UPLAND NATIVE HABITAT	24,832	RYE CROSSING COMMUNITY ASSOCIATION	RYE CROSSING COMMUNITY ASSOCIATION
H-10	UPLAND NATIVE HABITAT	38,680	RYE CROSSING COMMUNITY ASSOCIATION	RYE CROSSING COMMUNITY ASSOCIATION
H-11	UPLAND NATIVE HABITAT	982	RYE CROSSING COMMUNITY ASSOCIATION	RYE CROSSING COMMUNITY ASSOCIATION
H-12	UPLAND NATIVE HABITAT	11,236	RYE CROSSING COMMUNITY ASSOCIATION	RYE CROSSING COMMUNITY ASSOCIATION
H-13	UPLAND NATIVE HABITAT	26,941	RYE CROSSING COMMUNITY ASSOCIATION	RYE CROSSING COMMUNITY ASSOCIATION
H-14	UPLAND NATIVE HABITAT	3,267	RYE CROSSING COMMUNITY ASSOCIATION	RYE CROSSING COMMUNITY ASSOCIATION
H-15	UPLAND NATIVE HABITAT	8,370	RYE CROSSING COMMUNITY ASSOCIATION	RYE CROSSING COMMUNITY ASSOCIATION
H-16	UPLAND NATIVE HABITAT	4,242	RYE CROSSING COMMUNITY ASSOCIATION	RYE CROSSING COMMUNITY ASSOCIATION
H-17	UPLAND NATIVE HABITAT	6,759	RYE CROSSING COMMUNITY ASSOCIATION	RYE CROSSING COMMUNITY ASSOCIATION
H-18	UPLAND NATIVE HABITAT	10,604	RYE CROSSING COMMUNITY ASSOCIATION	RYE CROSSING COMMUNITY ASSOCIATION
H-19	UPLAND NATIVE HABITAT	6,980	RYE CROSSING COMMUNITY ASSOCIATION	RYE CROSSING COMMUNITY ASSOCIATION
H-20	UPLAND NATIVE HABITAT	2,290	RYE CROSSING COMMUNITY ASSOCIATION	RYE CROSSING COMMUNITY ASSOCIATION
O-1	OPEN SPACE	5,248	RYE CROSSING COMMUNITY ASSOCIATION	RYE CROSSING COMMUNITY ASSOCIATION
O-2	OPEN SPACE	4,820	RYE CROSSING COMMUNITY ASSOCIATION	RYE CROSSING COMMUNITY ASSOCIATION
O-3	OPEN SPACE	15,645	RYE CROSSING COMMUNITY ASSOCIATION	RYE CROSSING COMMUNITY ASSOCIATION
O-4	OPEN SPACE	5,173	RYE CROSSING COMMUNITY ASSOCIATION	RYE CROSSING COMMUNITY ASSOCIATION
R-6	PRIVATE ROADWAY, PRIVATE DRAINAGE EASEMENT, PUBLIC UTILITY EASEMENT	2,364,101	RYE CROSSING COMMUNITY DEVELOPMENT DISTRICT ("CDD")	RYE CROSSING COMMUNITY DEVELOPMENT DISTRICT ("CDD")
W-2	WETLAND, WETLAND BUFFER, PUBLIC FLOWAGE EASEMENT	219,057	RYE CROSSING COMMUNITY DEVELOPMENT DISTRICT ("CDD")	RYE CROSSING COMMUNITY DEVELOPMENT DISTRICT ("CDD")
W-3	WETLAND, WETLAND BUFFER, PUBLIC FLOWAGE EASEMENT	38,105	RYE CROSSING COMMUNITY DEVELOPMENT DISTRICT ("CDD")	RYE CROSSING COMMUNITY DEVELOPMENT DISTRICT ("CDD")
W-4	WETLAND, WETLAND BUFFER, PUBLIC FLOWAGE EASEMENT	331,728	RYE CROSSING COMMUNITY DEVELOPMENT DISTRICT ("CDD")	RYE CROSSING COMMUNITY DEVELOPMENT DISTRICT ("CDD")
W-5	WETLAND, WETLAND BUFFER, PUBLIC FLOWAGE EASEMENT	23,900	RYE CROSSING COMMUNITY DEVELOPMENT DISTRICT ("CDD")	RYE CROSSING COMMUNITY DEVELOPMENT DISTRICT ("CDD")
W-6	WETLAND, WETLAND BUFFER, PUBLIC FLOWAGE EASEMENT	262,702	RYE CROSSING COMMUNITY DEVELOPMENT DISTRICT ("CDD")	RYE CROSSING COMMUNITY DEVELOPMENT DISTRICT ("CDD")
Z-2	MANATEE COUNTY LIFT STATION EASEMENT	3,909	RYE CROSSING COMMUNITY ASSOCIATION	MANATEE COUNTY



**CORPORATE DECLARATION REGARDING COSTS PAID**  
**[RYE CROSSING PHASE III IMPROVEMENTS]**

**FORESTAR (USA) REAL ESTATE GROUP INC.**, a Delaware corporation ("Developer"), does hereby certify to the Rye Crossing Community Development District ("District"), a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes*:

1. Developer is the developer of certain lands within District.
2. The District's *Engineer's Report*, dated October 13, 2022, as supplemented by *Supplemental Engineer's Report*, dated September 4, 2024 (together, "**Engineer's Report**") describes certain public infrastructure improvements that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to Chapter 190, *Florida Statutes*.
3. Developer has expended funds to develop and/or acquire certain of the public infrastructure improvements described in the Engineer's Report and more specifically described in **Exhibit A**. The attached **Exhibit A** accurately identifies certain of those improvements that have been completed to date and states the amounts that Developer has spent on those improvements.
4. Except for the balance to finish and/or retainage set forth in **Exhibit A**, no money is owed to any contractors or subcontractors for any work performed on the completed improvements.
5. The Developer acknowledges that the District intends to rely on this Declaration for purposes of acquiring the infrastructure improvements identified in **Exhibit A**.

**IN WITNESS WHEREOF**, the undersigned has executed this certificate for and on behalf of the Developer as of the 23 day of June, 2025.

**FORESTAR (USA) REAL ESTATE GROUP INC.**

By: James D. Allen  
Name: James D. Allen  
Title: Executive Vice President

**STATE OF TEXAS**  
**COUNTY OF TARRANT**

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 23 day of June, 2025, by James D. Allen, as Executive Vice President of FORESTAR (USA) REAL ESTATE GROUP INC., who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

(NOTARY SEAL)

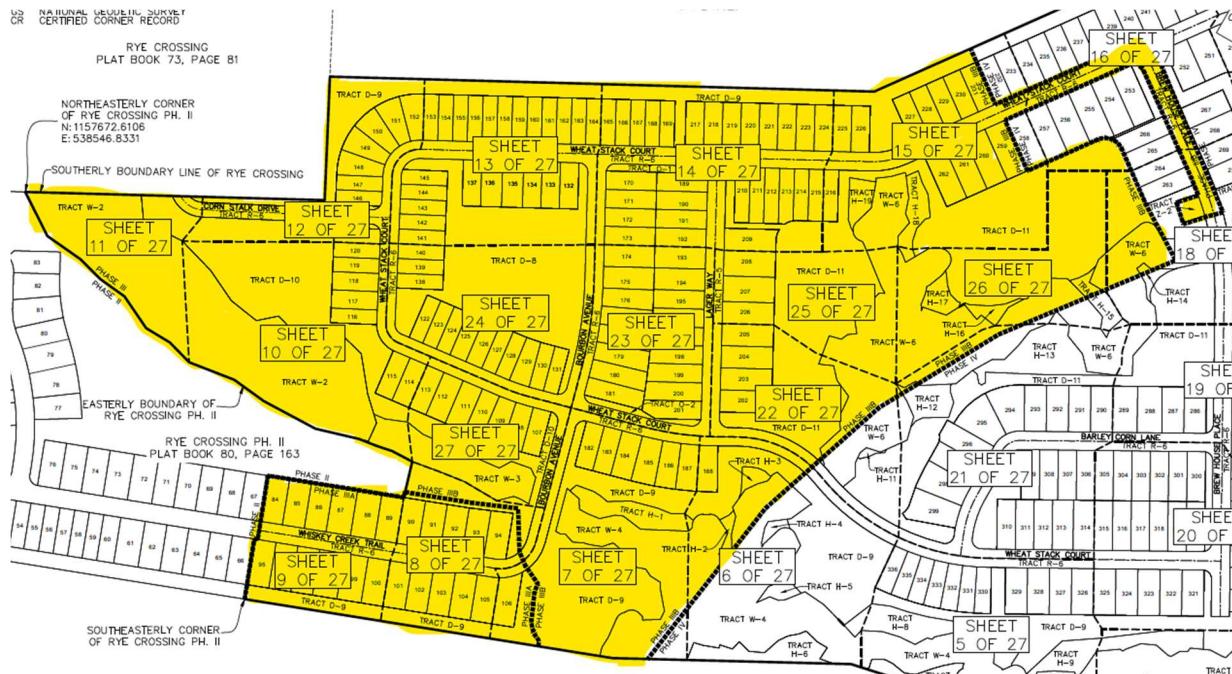


Tiffany Johnson  
NOTARY PUBLIC, STATE OF TEXAS  
Name: Tiffany Johnson  
(Name of Notary Public, Printed, Stamped or  
Typed as Commissioned)

**EXHIBIT A**  
**Description of Rye Crossing Phase III Improvements**

**Phase III Surface Water Management** – All drainage and surface water management systems, including but not limited to sod, surface water control structures, curb and gutter, and pipes, located within those certain portions of Tract R-6 (Private Roadway, Private Drainage Easement, Public Utility Easement), Tracts D-9 (Landscape, Lake Access Easement, Irrigation, Private Drainage Easement, Public Utility Easement, Public Flowage Easement), Tract D-11 (Landscape, Lake Access Easement, Irrigation, Private Drainage Easement, Public Utility Easement), Tracts W-4 and W-6 (Wetland, Wetland Buffer, Public Flowage Easement) and any “Private Drainage Easements,” “Public Drainage Easements,” “Public Drainage Maintenance Easements,” “Public Utility Easements,” and any other “Drainage Easements,” located within Phase III identified below and further identified in the proposed plat known as *Rye Crossing Ph. III & IV*, attached hereto as **Exhibit B**; and Tracts D-8 and D-10 (Landscape, Lake Access Easement, Irrigation, Private Drainage Easement, Public Utility Easement, Public Flowage Easement), and Tracts W-2 and W-3 (Wetland, Wetland Buffer, Public Flowage Easement), in their entirety, and further identified in the proposed plat known as *Rye Crossing Ph. III & IV*, attached hereto as **Exhibit B**;

**Phase III Utilities** - All wastewater lines, potable water lines and reclaim/irrigation main including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, lift stations, facilities, equipment and appurtenances thereto, located within or upon the rights-of-way designated as located within those certain portions of Tract R-6 (Private Roadway, Private Drainage Easement, Public Utility Easement), and any “Public Utility Easements,” located within Phase III identified below and further identified in the proposed plat known as *Rye Crossing Ph. III & IV*, attached hereto as **Exhibit B**, and Tract Z-2 (Manatee County Lift Station Easement), in its entirety, and further identified in the proposed plat known as *Rye Crossing Ph. III & IV*, attached hereto as **Exhibit B**;



**Work Product** – Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals,

entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the public improvements for Phase III of the project as described in the *Supplemental Engineer's Report*, dated September 4, 2024.

<b>Improvement</b>	<b>Total CDD Eligible Amount</b>	<b>Total Paid to Date</b>	<b>Balance Owed</b>	<b>Retainage</b>
Phase III Stormwater	\$2,035,967.00	\$1,558,540.00	\$321,573.00	\$155,854.00
Phase III Sanitary Sewer	\$2,446,537.00	\$1,630,480.00	\$670,009.00	\$146,048.00
Phase III Watermain	\$1,207,635.00	\$758,289.00	\$373,517.00	\$75,829.00
Phase III Reclaim/Irrigation Main	\$873,434.00	\$533,020.00	\$287,112.00	\$53,302.00
<b>Totals:</b>	<b>\$6,563,573.00</b>	<b>\$4,480,329.00</b>	<b>\$1,652,211.00</b>	<b>\$431,033.00</b>

## **CONTRACTOR ACKNOWLEDGMENT AND RELEASE**

### **[RYE CROSSING PHASE III IMPROVEMENTS]**

THIS ACKNOWLEDGMENT & RELEASE ("Release") is made to be effective the 26<sup>th</sup> day of June, 2025, by Capling Leveling, Inc. ("Contractor"), with an address of P.O. Box 1997, Labelle, Florida 33975, and in favor of the Rye Crossing Community Development District ("District"), which is a local unit of special-purpose government situated in Manatee County, Florida, and having offices at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

#### **RECITALS**

WHEREAS, pursuant to that certain *Florida Independent Contractor Agreement for Land Development (Fixed Price Award)*, dated April 3, 2024 and that certain *Florida Independent Contractor Agreement for Land Development (Fixed Price Award)*, dated July 23, 2024 ("Contract") and between Contractor and Forestar (USA) Real Estate Group Inc., ("Developer"), Contractor has constructed for Developer certain infrastructure Phase 3 and Phase 4 improvements; and

WHEREAS, Developer intends to convey the Phase 3 Improvements, as described in Exhibit A attached hereto ("Phase 3 Improvements") to the District and for that purpose has requested Contractor to confirm the release of all restrictions on the District's right to use and rely upon the Phase 3 Improvements; and

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

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

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

2. **ACQUISITION OF IMPROVEMENTS; WARRANTY.** Subject to the Contractor first being paid in full in the amount of \$6,563,573.00 for the Phase 3 Improvements ("Final Payment"), Contractor acknowledges that:

- The District is acquiring and/or has acquired the Phase 3 Improvements constructed by Contractor in connection with the Contract, from Developer;
- Subject to the provisions of this Release, the District has the unrestricted right to rely upon and enforce against the Contractor the terms of the Contract relating to the Phase 3 Improvements;

- In lieu of any warranties set forth in the Contract, the Contractor hereby warrants that all labor, services and/or materials comprising the Phase 3 Improvements are of good quality and free of defects, and agrees to correct any non-conforming Phase 3 Improvements for a period of up to the later of (i) 2 years from the date of the execution of this Release or (ii) the date upon which the County accepts the utilities comprising a portion of the Phase 3 Improvements; and
- The Contractor does hereby release their lien, and waive and relinquish the right to claim a lien relating to the Phase 3 Improvements, subject Contractor being paid in full for the Phase 3 Improvements in the amount identified above.

As a point of clarification, this Release is conditioned upon payment of the Final Payment for the Phase 3 Improvements only. It is not effective until said Final Payment for the Phase 3 Improvements is received in paid funds. This release is void and unenforceable to the extent the Final Payment for the Phase 3 Improvements is not received by Contractor.

**CAPLING LEVELING, INC.**

*Wayne Capling*

By: Robert W Capling Jr.  
Its: President

STATE OF Florida  
COUNTY OF Hendry

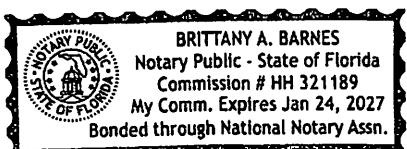
The foregoing instrument was acknowledged before me by means of  physical presence or  
 online notarization this 26th day of June, 2025,  
 by Robert W. Capling Jr. as  
President of Capling Leveling, Inc. and with  
 authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before  
 me this day in person, and who is either personally known to me or produced \_\_\_\_\_ as  
 identification.

*B. Barnes*

NOTARY PUBLIC, STATE OF Florida

(NOTARY SEAL)

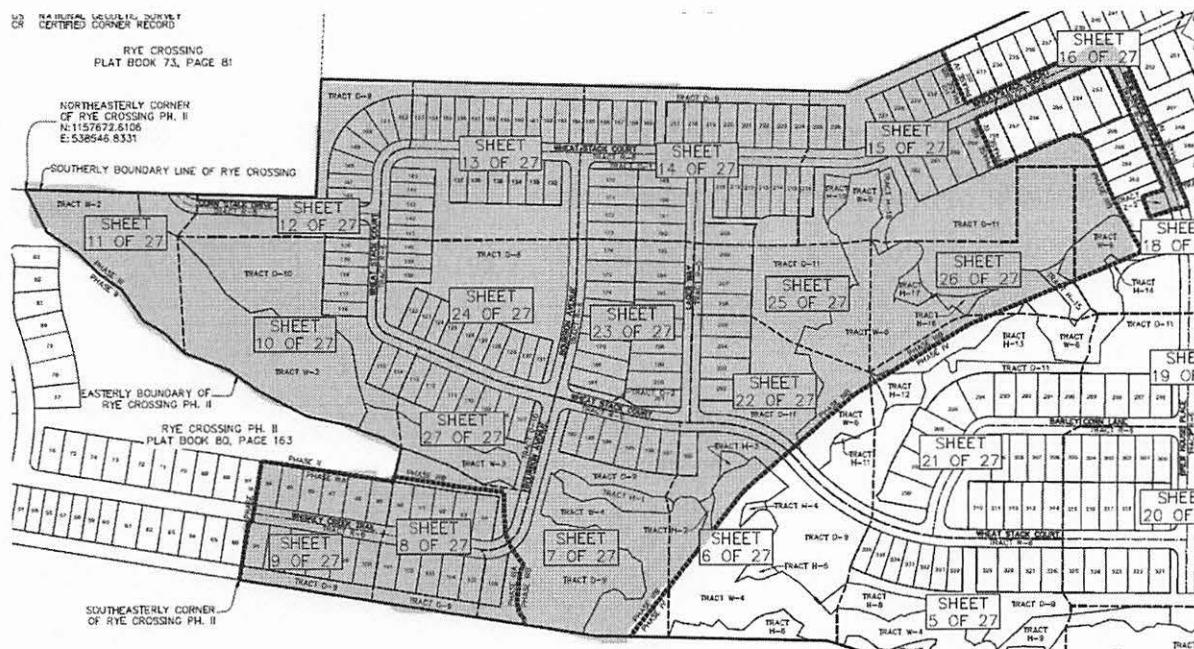
Name: Brittany Barnes  
 (Name of Notary Public, Printed, Stamped or  
 Typed as Commissioned)



**EXHIBIT A**

**Phase III Surface Water Management** – All drainage and surface water management systems, including but not limited to sod, surface water control structures, curb and gutter, and pipes, located within those certain portions of Tract R-6 (Private Roadway, Private Drainage Easement, Public Utility Easement), Tracts D-9 (Landscape, Lake Access Easement, Irrigation, Private Drainage Easement, Public Utility Easement, Public Flowage Easement), Tract D-11 (Landscape, Lake Access Easement, Irrigation, Private Drainage Easement, Public Utility Easement), Tracts W-4 and W-6 (Wetland, Wetland Buffer, Public Flowage Easement) and any “Private Drainage Easements,” “Public Drainage Easements,” “Public Drainage Maintenance Easements,” “Public Utility Easements,” and any other “Drainage Easements,” located within Phase III identified below and further identified in the proposed plat known as *Rye Crossing Ph. III & IV*, attached hereto as Exhibit B; and Tracts D-8 and D-10 (Landscape, Lake Access Easement, Irrigation, Private Drainage Easement, Public Utility Easement, Public Flowage Easement), and Tracts W-2 and W-3 (Wetland, Wetland Buffer, Public Flowage Easement), in their entirety, and further identified in the proposed plat known as *Rye Crossing Ph. III & IV*, attached hereto as Exhibit B;

**Phase III Utilities** - All wastewater lines, potable water lines and reclaim/irrigation main including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, lift stations, facilities, equipment and appurtenances thereto, located within or upon the rights-of-way designated as located within those certain portions of Tract R-6 (Private Roadway, Private Drainage Easement, Public Utility Easement), and any "Public Utility Easements," located within Phase III identified below and further identified in the proposed plat known as *Rye Crossing Ph. III & IV*, attached hereto as Exhibit B, and Tract Z-2 (Manatee County Lift Station Easement), in its entirety, and further identified in the proposed plat known as *Rye Crossing Ph. III & IV*, attached hereto as Exhibit B;



**EXHIBIT A**  
**Description of Rye Crossing Phase III Improvements, Con't.**

<b>Improvement</b>	<b>Total CDD Eligible Amount</b>	<b>Total Paid to Date</b>	<b>Balance Owed</b>	<b>Retainage</b>
Phase III Stormwater	\$2,035,967.00	\$1,558,540.00	\$321,573.00	\$155,854.00
Phase III Sanitary Sewer	\$2,446,537.00	\$1,630,480.00	\$670,009.00	\$146,048.00
Phase III Watermain	\$1,207,635.00	\$758,289.00	\$373,517.00	\$75,829.00
Phase III Reclaim/Irrigation Main	\$873,434.00	\$533,020.00	\$287,112.00	\$53,302.00
<b>Totals:</b>	<b>\$6,563,573.00</b>	<b>\$4,480,329.00</b>	<b>\$1,652,211.00</b>	<b>\$431,033.00</b>

**DISTRICT ENGINEER'S CERTIFICATE**  
[RYE CROSSING PHASE III IMPROVEMENTS]

June 20th, 2025

Board of Supervisors  
Rye Crossing Community Development District

Re: Acquisition of Improvements

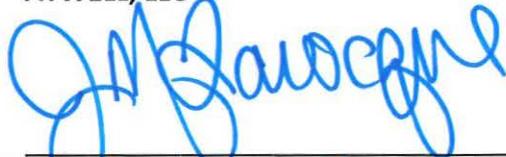
Ladies and Gentlemen:

The undersigned is a representative of Atwell, LLC ("District Engineer"), as District Engineer for the Rye Crossing Community Development District ("District") and does hereby make the following certifications in connection with the District's acquisition from Forestar (USA) Real Estate Group Inc. ("Developer") as to certain public infrastructure improvements ("Improvements") as further detailed in **Exhibit A**. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. I have reviewed the Improvements. I have further reviewed certain documentation relating to the same, including but not limited to certain invoices, plans, and other documents.
2. The Improvements are within the scope of the District's capital improvement plan as set forth in the District's *Engineer's Report*, dated October 13, 2022, as supplemented by *Supplemental Engineer's Report*, dated September 4, 2024 (together, "**Engineer's Report**"), and specially benefit property within the District as further described in the *Engineer's Report*.
3. The Improvements were installed in accordance with their specifications, and, subject to the design specifications, are capable of performing the functions for which they were intended. I am not aware of any defects in the Improvements.
4. The total costs associated with the Improvements are as set forth in **Exhibit A**. Such costs are equal to or less than each of the following: (i) what was actually paid by the Developer to create and/or acquire the Improvements, and (ii) the reasonable fair market value of the Improvements.
5. All known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities.

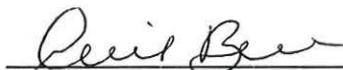
6. With this document, I hereby certify that it is appropriate at this time for the District to acquire the Improvements.

ATWELL, LLC

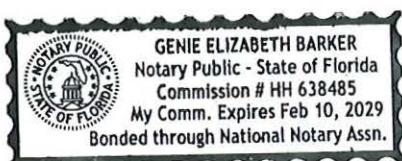
  
Jacqueline Larocque, P.E.  
Florida Registration No. 85247  
District Engineer

STATE OF Florida  
COUNTY OF Lee

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 20 day of June, 2025, by Jacqueline Larocque as Senior Director of Atwell, LLC, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

  
NOTARY PUBLIC, STATE OF Florida

(NOTARY SEAL)

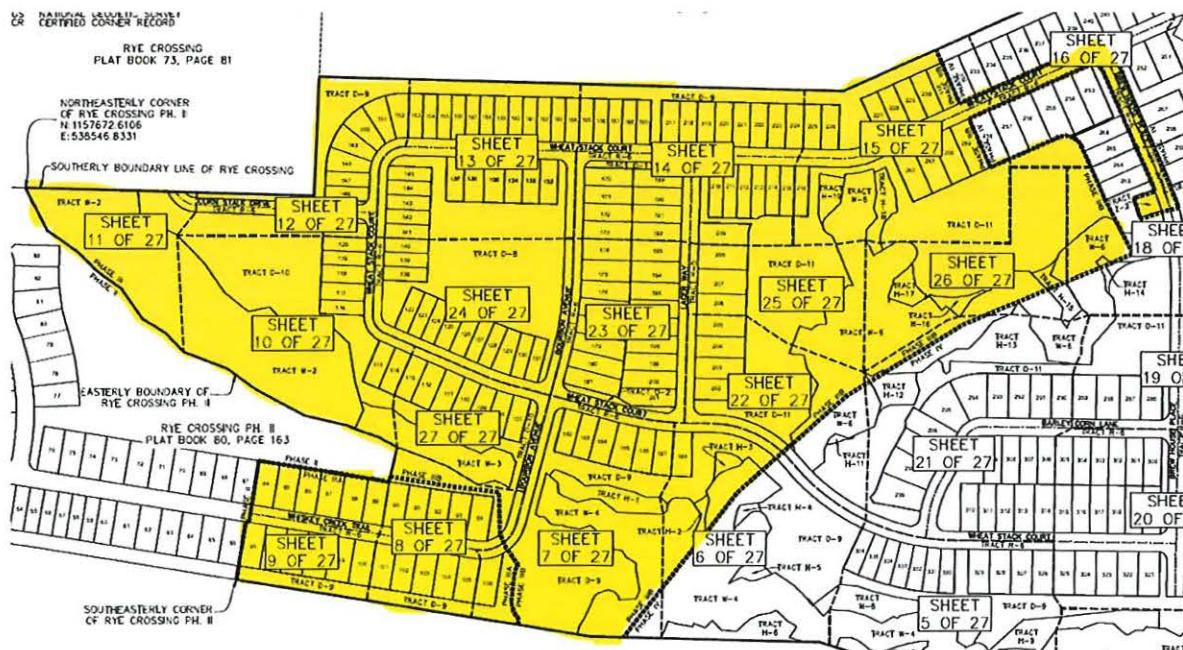


Name: Genie Barker  
(Name of Notary Public, Printed,  
Stamped or Typed as Commissioned)

**EXHIBIT A**  
**Description of Rye Crossing Phase III Improvements**

**Phase III Surface Water Management** – All drainage and surface water management systems, including but not limited to sod, surface water control structures, curb and gutter, and pipes, located within those certain portions of Tract R-6 (Private Roadway, Private Drainage Easement, Public Utility Easement), Tracts D-9 (Landscape, Lake Access Easement, Irrigation, Private Drainage Easement, Public Utility Easement, Public Flowage Easement), Tract D-11 (Landscape, Lake Access Easement, Irrigation, Private Drainage Easement, Public Utility Easement), Tracts W-4 and W-6 (Wetland, Wetland Buffer, Public Flowage Easement) and any “Private Drainage Easements,” “Public Drainage Easements,” “Public Drainage Maintenance Easements,” “Public Utility Easements,” and any other “Drainage Easements,” located within Phase III identified below and further identified in the proposed plat known as *Rye Crossing Ph. III & IV*, attached hereto as Exhibit B; and Tracts D-8 and D-10 (Landscape, Lake Access Easement, Irrigation, Private Drainage Easement, Public Utility Easement, Public Flowage Easement), and Tracts W-2 and W-3 (Wetland, Wetland Buffer, Public Flowage Easement), in their entirety, and further identified in the proposed plat known as *Rye Crossing Ph. III & IV*, attached hereto as Exhibit B;

**Phase III Utilities** - All wastewater lines, potable water lines and reclaim/irrigation main including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, lift stations, facilities, equipment and appurtenances thereto, located within or upon the rights-of-way designated as located within those certain portions of Tract R-6 (Private Roadway, Private Drainage Easement, Public Utility Easement), and any "Public Utility Easements," located within Phase III identified below and further identified in the proposed plat known as *Rye Crossing Ph. III & IV*, attached hereto as Exhibit B, and Tract Z-2 (Manatee County Lift Station Easement), in its entirety, and further identified in the proposed plat known as *Rye Crossing Ph. III & IV*, attached hereto as Exhibit B;



**Work Product** – Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals,

entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the public improvements for Phase III of the project as described in the *Supplemental Engineer's Report*, dated September 4, 2024.

Improvement	Total CDD Eligible Amount	Total Paid to Date	Balance Owed	Retainage
Phase III Stormwater	\$2,035,967.00	\$1,558,540.00	\$321,573.00	\$155,854.00
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Phase III Reclaim/Irrigation Main	\$873,434.00	\$533,020.00	\$287,112.00	\$53,302.00
<b>Totals:</b>	<b>\$6,563,573.00</b>	<b>\$4,480,329.00</b>	<b>\$1,652,211.00</b>	<b>\$431,033.00</b>

**BILL OF SALE AND LIMITED ASSIGNMENT**  
**[RYE CROSSING PHASE III IMPROVEMENTS]**

**THIS BILL OF SALE AND LIMITED ASSIGNMENT** is made to be effective as of the 23 day of June, 2025, by and between **Forestar (USA) Real Estate Group Inc.**, a Delaware corporation, with an address of 10700 Pecan Park Boulevard, Suite 150, Austin, Texas 78750 ("**Grantor**"), and **Rye Crossing Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* ("**District**" or "**Grantee**") whose address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee, intending to be legally bound, do hereby agree as follows:

1. Grantor hereby transfers, grants, conveys, and assigns to Grantee all right, title and interest of Grantor, if any, in and to the following property (together, "**Property**") as described below to have and to hold for Grantee's own use and benefit forever:

- a) All of the improvements and work product identified in **Exhibit A**; and
- b) All of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, claims, lien waivers, and other forms of indemnification, given heretofore and with respect to the construction, installation, or composition of the improvements and work product described in **Exhibit A**.

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

3. Without waiving any of the rights against third parties granted herein, the Property is being conveyed to the District in its as-is condition, without representation or warranty of any kind from Grantor. The District agrees that Grantor shall not be responsible or liable to the District for any defect, errors, or omissions in or relating to the development and/or entitlement of, or construction of improvements on or related to, the Property, latent or otherwise, or on account of any other conditions affecting the Property, as the District is purchasing the Property, "**AS IS, WHERE IS**", AND "**WITH ALL FAULTS**". The District, on its own behalf and on behalf of anyone claiming by, through or under the District and on behalf of its successors and assigns, to the maximum extent permitted by applicable law, irrevocably and unconditionally waives, releases, discharges and forever acquits the Grantor from any and all claims, loss, costs, expense or judgments of any nature whatsoever known or unknown, suspected or unsuspected, fixed or

contingent, which the District may now or hereafter have, own, hold or claim to have, own or hold, or at any time heretofore may have had, owned, held or claimed to have, own or hold, against Grantor, its affiliates, successors and assigns, relating to this letter agreement, the transaction contemplated hereby, and/or the Property, including, without limitation, the physical condition of the Property, the environmental condition of the Property, the entitlements for the Property, any hazardous materials that may be on or within the Property and any other conditions existing, circumstances or events occurring on, in, about or near the Property whether occurring before, after or at the time of transfer of the Property. Grantor shall not be liable for any damages whatsoever, including but not limited to special, direct, indirect, consequential, or other damages resulting or arising from or relating to the ownership, use, condition, location, development, maintenance, repair, or operation of the Property.

4. The Grantor represents that it has no knowledge of any latent or patent defects in the Property, and hereby assigns, transfers and conveys to the Grantee any and all rights against any and all firms or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification.

5. By execution of this document, the Grantor affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form. Nothing herein shall be construed as a waiver of Grantee's limitations on liability as provided in Section 768.28, *Florida Statutes*, and other statutes and law.

**[CONTINUED ON FOLLOWING PAGE]**

WHEREFORE, the foregoing Bill of Sale and Limited Assignment is hereby executed and delivered on the date first set forth above.

Signed, sealed and delivered by:

**WITNESS**

By: *Victoria Walker*  
Name: *VICTORIA WALKER*  
Address: *2221 E LAMAR*  
*ARL, TX 76006*

By: *Carrie Stewart*  
Name: *CARRIE STEWART*  
Address: *2221 E LAMAR*  
*ARL TX 76006*

**FORESTAR (USA) REAL ESTATE GROUP  
INC.**

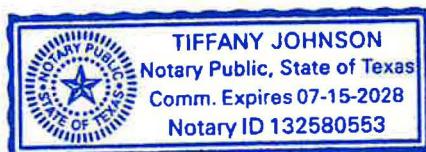
By: *James D. Allen*  
Name: James D. Allen  
Title: Executive Vice President

**STATE OF TEXAS  
COUNTY OF TARRANT**

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 23 day of June, 2025, by James D. Allen, as Executive Vice President of FORESTAR (USA) REAL ESTATE GROUP INC., who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

*Tiffany Johnson*  
NOTARY PUBLIC, STATE OF TEXAS

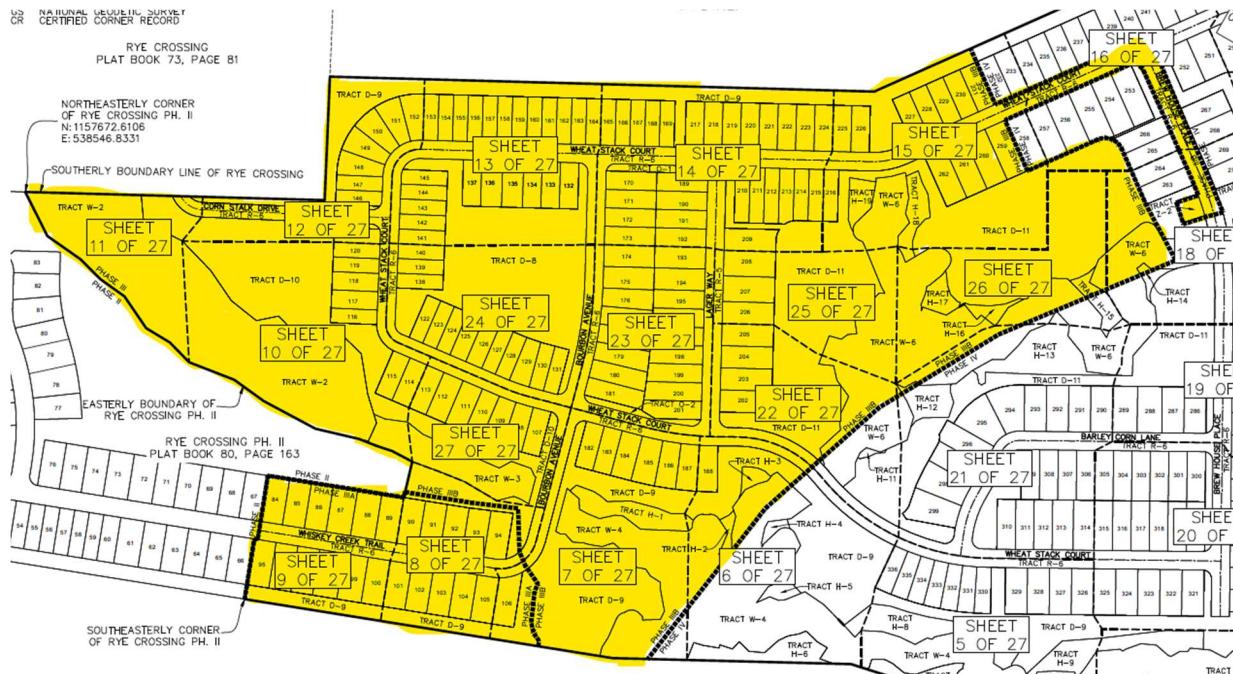
Name: *Tiffany Johnson*  
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)



**EXHIBIT A**  
**Description of Rye Crossing Phase III Improvements**

**Phase III Surface Water Management** – All drainage and surface water management systems, including but not limited to sod, surface water control structures, curb and gutter, and pipes, located within those certain portions of Tract R-6 (Private Roadway, Private Drainage Easement, Public Utility Easement), Tracts D-9 (Landscape, Lake Access Easement, Irrigation, Private Drainage Easement, Public Utility Easement, Public Flowage Easement), Tract D-11 (Landscape, Lake Access Easement, Irrigation, Private Drainage Easement, Public Utility Easement), Tracts W-4 and W-6 (Wetland, Wetland Buffer, Public Flowage Easement) and any “Private Drainage Easements,” “Public Drainage Easements,” “Public Drainage Maintenance Easements,” “Public Utility Easements,” and any other “Drainage Easements,” located within Phase III identified below and further identified in the proposed plat known as *Rye Crossing Ph. III & IV*, attached hereto as **Exhibit B**; and Tracts D-8 and D-10 (Landscape, Lake Access Easement, Irrigation, Private Drainage Easement, Public Utility Easement, Public Flowage Easement), and Tracts W-2 and W-3 (Wetland, Wetland Buffer, Public Flowage Easement), in their entirety, and further identified in the proposed plat known as *Rye Crossing Ph. III & IV*, attached hereto as **Exhibit B**;

**Phase III Utilities** - All wastewater lines, potable water lines and reclaim/irrigation main including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, lift stations, facilities, equipment and appurtenances thereto, located within or upon the rights-of-way designated as located within those certain portions of Tract R-6 (Private Roadway, Private Drainage Easement, Public Utility Easement), and any "Public Utility Easements," located within Phase III identified below and further identified in the proposed plat known as *Rye Crossing Ph. III & IV*, attached hereto as Exhibit B, and Tract Z-2 (Manatee County Lift Station Easement), in its entirety, and further identified in the proposed plat known as *Rye Crossing Ph. III & IV*, attached hereto as Exhibit B;



**Work Product** – Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals,

entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the public improvements for Phase III of the project as described in the *Supplemental Engineer's Report*, dated September 4, 2024.

<b>Improvement</b>	<b>Total CDD Eligible Amount</b>	<b>Total Paid to Date</b>	<b>Balance Owed</b>	<b>Retainage</b>
Phase III Stormwater	\$2,035,967.00	\$1,558,540.00	\$321,573.00	\$155,854.00
Phase III Sanitary Sewer	\$2,446,537.00	\$1,630,480.00	\$670,009.00	\$146,048.00
Phase III Watermain	\$1,207,635.00	\$758,289.00	\$373,517.00	\$75,829.00
Phase III Reclaim/Irrigation Main	\$873,434.00	\$533,020.00	\$287,112.00	\$53,302.00
<b>Totals:</b>	<b>\$6,563,573.00</b>	<b>\$4,480,329.00</b>	<b>\$1,652,211.00</b>	<b>\$431,033.00</b>

**BILL OF SALE**

KNOW ALL MEN BY THESE PRESENTS, that the **RYE CROSSING COMMUNITY DEVELOPMENT DISTRICT**, whose address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (hereinafter referred to as SELLER), for and in consideration of the sum of Ten and No Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, from **MANATEE COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is Post Office Box 1000, Bradenton, Florida 34206 (hereinafter referred to as COUNTY) has granted, bargained, sold, transferred, conveyed and delivered to the COUNTY, its executors, administrators, successors and assigns forever, the following: **RYE CROSSING – PHASE IIIA UTILITIES.**

***Phase IIIA Wastewater Utilities*** - All wastewater lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, lift stations, facilities, equipment and appurtenances thereto, located within or upon the rights-of-way designated as located within those certain portions of Tract R-6 (Private Roadway, Private Drainage Easement, Public Utility Easement), and any "Public Utility Easements," located within Phase IIIA, attached hereto as Exhibit A.

***Phase IIIA Potable Water Utilities*** - All potable water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, facilities, equipment and appurtenances thereto, located within or upon the rights-of-way designated as located within those certain portions of Tract R-6 (Private Roadway, Private Drainage Easement, Public Utility Easement), and any "Public Utility Easements," located within Phase IIIA, attached hereto as Exhibit A.

***Phase IIIA Reclaimed/Irrigation Utilities*** - All reclaim/irrigation lines including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, facilities, equipment and appurtenances thereto, located within or upon the rights-of-way designated as located within those certain portions of Tract R-6 (Private Roadway, Private Drainage Easement, Public Utility Easement), and any "Public Utility Easements," located within Phase IIIA, attached hereto as Exhibit A.

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

AND the SELLER hereby covenants to and with the COUNTY and assigns that SELLER is the lawful owner of the said personal property; that said personal property is free from all liens and encumbrances; that SELLER has good right and lawful authority to sell said personal property; and that SELLER fully warrants title to said personal property and shall defend the same against the lawful claims and demands of all persons whomever.

IN WITNESS WHEREOF, the SELLER has hereunto set its hand and seal, by and through its duly authorized representatives, this day of 9/15/25, 2025.

WITNESS

Patricia A. Blair

Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Patricia A. Blair  
50 Central Avenue  
8th Floor  
Sarasota, FL 34236

RYE CROSSING COMMUNITY

DEVELOPMENT DISTRICT, a local unit of  
special-purpose government

Christian Cotter

By: \_\_\_\_\_  
Print Name: Christian Cotter  
Its: Chairman

Nancy Sammarco

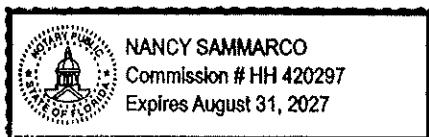
Print Name: Nancy Sammarco  
Address: 50 Central Ave. 8th Floor  
Sarasota, FL 34236

STATE OF FLORIDA

COUNTY OF Sarasota

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 15<sup>th</sup> day of September, 2025, by Christian Cotter as Chairman of the Rye Crossing Community Development District, on behalf of the District, who  is personally known to me or  has produced \_\_\_\_\_ as identification.

[Affix Seal Here]



Nancy Sammarco

NOTARY PUBLIC - STATE OF FLORIDA

Print Name: Nancy Sammarco

My Commission Expires: \_\_\_\_\_

Commission Number: \_\_\_\_\_

WHEREFORE, the County and District have executed this Bill of Sale as of this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**MANATEE COUNTY, a political subdivision  
of the State of Florida**  
By: Board of County Commissioners

---

By: County Administrator

STATE OF: Florida  
COUNTY OF: Manatee

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by Charlie Bishop (County Administrator) for and on behalf of the Manatee County Board of County Commissioners who is personally known to me or has produced N/A as identification

NOTARY SEAL:

---

NOTARY PUBLIC Signature

---

Printed Name

EXHIBIT A

LEGAL DESCRIPTION

COMMENCE AT THE SOUTHERNMOST CORNER OF TRACT D-6, AS DEPICTED AND RECORDED IN RYE CROSSING PH. II, A SUBDIVISION, IN PLAT BOOK 80, PAGE 163, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE N.09°06'40"E., ALONG THE EASTERLY LINE OF SAID TRACT D-6 AND THE EAST LINE OF LOT 66, SAID SUBDIVISION, A DISTANCE OF 166.00 FEET TO A POINT LYING ON THE SOUTHERLY BOUNDARY OF WHISKEY CREEK TRAIL (TRACT R-4), A 50.00 FOOT WIDE PRIVATE ROADWAY, SAID SUBDIVISION, THENCE S.80°53'20"E., ALONG THE SOUTHERLY LINE OF SAID WHISKEY CREEK TRAIL, A DISTANCE OF 9.30 FEET; THENCE N.09°06'40"E., ALONG THE EASTERLY LINE OF SAID WHISKEY CREEK TRAIL AND THE EAST LINE OF LOT 67, SAID SUBDIVISION, A DISTANCE OF 176.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 67, SAID POINT ALSO LYING ON THE SOUTHERLY BOUNDARY OF TRACT D-5, SAID SUBDIVISION; THENCE THE FOLLOWING TWO CALLS ALONG THE BOUNDARY OF SAID TRACT D-5: (1) S.80°53'20"E., A DISTANCE OF 375.00 FEET TO THE SOUTHEASTERLY CORNER OF SAID TRACT D-5; THENCE (2) N.13°24'02"E., A DISTANCE OF 15.04 FEET; THENCE S.80°53'20"E., A DISTANCE OF 179.19 FEET; THENCE S.83°02'45"E., A DISTANCE OF 131.95 FEET; THENCE S.01°51'44"E., A DISTANCE OF 118.83 FEET; THENCE S.23°14'05"E., A DISTANCE OF 41.22 FEET; THENCE S.34°51'00"E., A DISTANCE OF 60.16 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 72.55 FEET, A CHORD WHICH BEARS S.18°39'18"W. 33.53 FEET, AND A CENTRAL ANGLE OF 26°43'14"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 33.83 FEET; THENCE S.07°01'28"W., A DISTANCE OF 23.88 FEET; THENCE S.00°37'27"W., A DISTANCE OF 7.81 FEET; THENCE S.07°13'15"W., A DISTANCE OF 34.97 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 82.62 FEET, A CHORD WHICH BEARS S.20°19'49"E. 60.37 FEET, AND A CENTRAL ANGLE OF 42°51'40"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 61.80 FEET; THENCE S.09°06'40"W., A DISTANCE OF 15.00 FEET TO A POINT LYING ON THE NORTHERLY LINE OF THAT CERTAIN PARCEL AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1524, PAGE 744, SAID PUBLIC RECORDS; THENCE N.80°53'20"W., ALONG SAID NORTHERLY LINE, A DISTANCE OF 810.20 FEET TO THE POINT OF BEGINNING, BEING AND LYING IN SECTION 13, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA,

SUBJECT TO PERTINENT EASEMENTS, RIGHTS OF WAY, AND RESTRICTIONS OF RECORD, IF ANY,

CONTAINING 261,777 SQUARE FEET OR 6.01 ACRES, MORE OR LESS.

**BILL OF SALE**

KNOW ALL MEN BY THESE PRESENTS, that the RYE CROSSING COMMUNITY DEVELOPMENT DISTRICT, whose address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (hereinafter referred to as SELLER), for and in consideration of the sum of Ten and No Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, from MANATEE COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is Post Office Box 1000, Bradenton, Florida 34206 (hereinafter referred to as COUNTY) has granted, bargained, sold, transferred, conveyed and delivered to the COUNTY, its executors, administrators, successors and assigns forever, the following: **RYE CROSSING – PHASE IIIB UTILITIES.**

***Phase IIIB Wastewater Utilities*** - All wastewater lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, lift stations, facilities, equipment and appurtenances thereto, located within or upon the rights-of-way designated as located within those certain portions of Tract R-6 (Private Roadway, Private Drainage Easement, Public Utility Easement), and any "Public Utility Easements," located within Phase IIIB, attached hereto as **Exhibit A.**

***Phase IIIB Potable Water Utilities*** - All potable water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, facilities, equipment and appurtenances thereto, located within or upon the rights-of-way designated as located within those certain portions of Tract R-6 (Private Roadway, Private Drainage Easement, Public Utility Easement), and any "Public Utility Easements," located within Phase IIIB, attached hereto as **Exhibit A.**

***Phase IIIB Reclaimed/Irrigation Utilities*** - All reclaim/irrigation lines including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, facilities, equipment and appurtenances thereto, located within or upon the rights-of-way designated as located within those certain portions of Tract R-6 (Private Roadway, Private Drainage Easement, Public Utility Easement), and any "Public Utility Easements," located within Phase IIIB, attached hereto as **Exhibit A.**

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

AND the SELLER hereby covenants to and with the COUNTY and assigns that SELLER is the lawful owner of the said personal property; that said personal property is free from all liens and encumbrances; that SELLER has good right and lawful authority to sell said personal property; and that SELLER fully warrants title to said personal property and shall defend the same against the lawful claims and demands of all persons whomever.

IN WITNESS WHEREOF, the SELLER has hereunto set its hand and seal, by and through its duly authorized representatives, this day of September 15, 2025.

WITNESS

Patricia A. Blair

Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Patricia A. Blair  
50 Central Avenue  
8th Floor  
Sarasota, FL 34236

Nancy Sammarco

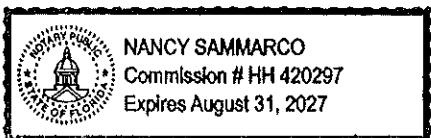
Print Name: Nancy Sammarco  
Address: 50 Central Ave, 8th Floor  
Sarasota, FL 34236

STATE OF FLORIDA

COUNTY OF Sarasota

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 15<sup>th</sup> day of September, 2025, by Christian Cotter, as Chairman of the Rye Crossing Community Development District, on behalf of the District, who  is personally known to me or  has produced \_\_\_\_\_ as identification.

[Affix Seal Here]



Nancy Sammarco

NOTARY PUBLIC - STATE OF FLORIDA

Print Name: Nancy Sammarco

My Commission Expires: \_\_\_\_\_

Commission Number: \_\_\_\_\_

WHEREFORE, the County and District have executed this Bill of Sale as of this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**MANATEE COUNTY, a political subdivision  
of the State of Florida**  
By: Board of County Commissioners

---

By: County Administrator

STATE OF: Florida

COUNTY OF: Manatee

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by Charlie Bishop (County Administrator) for and on behalf of the Manatee County Board of County Commissioners who is personally known to me or has produced N/A as identification

NOTARY SEAL:

---

NOTARY PUBLIC Signature

---

Printed Name

EXHIBIT A

LEGAL DESCRIPTION

COMMENCE AT THE NORTHEAST CORNER OF LOT 67, AS DEPICTED AND RECORDED IN RYE CROSSING PH. II, A SUBDIVISION, IN PLAT BOOK 80, PAGE 163, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, SAID POINT ALSO LYING ON THE BOUNDARY OF TRACT D-5, SAID SUBDIVISION, THENCE THE FOLLOWING TWO (2) CALLS ALONG THE BOUNDARY OF SAID TRACT D-5: (1) S.80°53'20"E., A DISTANCE OF 375.00 FEET; THENCE (2) N.13°24'02"E., A DISTANCE OF 15.04 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID BOUNDARY THE FOLLOWING FIFTEEN (15) CALLS: (1) N.13°24'02"E., A DISTANCE OF 85.17 FEET; THENCE (2) N.62°11'27"W., A DISTANCE OF 61.66 FEET; THENCE (3) N.71°41'06"W., A DISTANCE OF 47.08 FEET; THENCE (4) N.68°29'22"W., A DISTANCE OF 50.20 FEET; THENCE (5) N.76°46'14"W., A DISTANCE OF 121.11 FEET; THENCE (6) N.61°58'07"W., A DISTANCE OF 159.30 FEET; THENCE (7) N.54°17'32"W., A DISTANCE OF 99.98 FEET; THENCE (8) N.68°44'58"W., A DISTANCE OF 131.51 FEET; THENCE (9) N.44°02'13"W., A DISTANCE OF 75.05 FEET; THENCE (10) N.59°04'41"W., A DISTANCE OF 75.52 FEET; THENCE (11) N.34°21'36"W., A DISTANCE OF 105.15 FEET; THENCE (12) N.54°24'11"W., A DISTANCE OF 80.72 FEET; THENCE (13) N.45°01'14"W., A DISTANCE OF 76.46 FEET; THENCE (14) N.54°56'45"W., A DISTANCE OF 110.08 FEET; THENCE (15) N.26°41'18"W., A DISTANCE OF 134.45 FEET TO THE SOUTHERLY BOUNDARY LINE OF RYE CROSSING, AS DEPICTED AND RECORDED IN RYE CROSSING, A SUBDIVISION, IN PLAT BOOK 73, PAGE 81, SAID PUBLIC RECORDS; THENCE THE FOLLOWING TWO (2) CALLS ALONG SAID SOUTHERLY BOUNDARY LINE: (1) S.88°25'41"E., A DISTANCE OF 816.15 FEET; THENCE (2) N.02°26'21"E., A DISTANCE OF 336.52 FEET; THENCE THE FOLLOWING TWO (2) CALLS ALONG THE NORTHERLY LINE OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2511, PAGE 7743, SAID PUBLIC RECORDS: (1) S.88°25'38"E., A DISTANCE OF 1483.77 FEET; THENCE (2) N.65°59'29"E., A DISTANCE OF 287.35 FEET; THENCE S.24°00'35"E., A DISTANCE OF 166.00 FEET; THENCE N.65°59'29"E., A DISTANCE OF 481.52 FEET; THENCE S.24°00'31"E., A DISTANCE OF 50.00 FEET; THENCE S.43°29'29"W., A DISTANCE OF 19.13 FEET; THENCE S.01°30'31"E., A DISTANCE OF 19.13 FEET; THENCE S.22°48'38"E., A DISTANCE OF 445.88 FEET; THENCE S.73°13'03"W., A DISTANCE OF 112.42 FEET; THENCE N.17°55'16"W., A DISTANCE OF 62.00 FEET; THENCE N.72°04'44"E., A DISTANCE OF 62.78 FEET; THENCE N.23°43'38"W., A DISTANCE OF 376.65 FEET; THENCE N.46°30'31"W., A DISTANCE OF 19.13 FEET; THENCE S.88°29'29"W., A DISTANCE OF 19.13 FEET; THENCE S.65°59'29"W., A DISTANCE OF 375.10 FEET; THENCE S.24°00'31"E., A DISTANCE OF 151.00 FEET; THENCE N.65°59'29"E., A DISTANCE OF 209.10 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET, A CHORD WHICH BEARS S.69°00'28"E. 70.71 FEET, AND A CENTRAL ANGLE OF 90°00'06"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 78.54 FEET; THENCE S.23°30'01"E., A DISTANCE OF 165.07 FEET; THENCE S.28°05'22"E., A DISTANCE OF 172.38 FEET; THENCE S.67°18'42"W., A DISTANCE OF 523.24 FEET; THENCE S.58°32'00"W., A DISTANCE OF 383.15 FEET; THENCE S.48°26'52"W., A DISTANCE OF 412.58 FEET; THENCE S.38°00'12"W., A DISTANCE OF 520.50 FEET TO A POINT LYING ON THE NORTHERLY LINE OF THAT CERTAIN PARCEL AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1524, PAGE 744; THENCE THE FOLLOWING TWO (2) CALLS ALONG SAID NORTHERLY LINE: (1) N.88°33'43"W., A DISTANCE OF 96.21 FEET; THENCE (2) N.80°53'20"W., A

DISTANCE OF 204.84 FEET; THENCE N.09°06'40"E., A DISTANCE OF 15.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 82.62 FEET, A CHORD WHICH BEARS N.20°19'49"W. 60.37 FEET, AND A CENTRAL ANGLE OF 42°51'40"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 61.80 FEET; THENCE N.07°13'15"E., A DISTANCE OF 34.97 FEET; THENCE N.00°37'27"E., A DISTANCE OF 7.81 FEET; THENCE N.07°01'28"E., A DISTANCE OF 23.88 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 72.55 FEET, A CHORD WHICH BEARS N.18°39'18"E. 33.53 FEET, AND A CENTRAL ANGLE OF 26°43'14"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 33.83 FEET; THENCE N.34°51'00"W., A DISTANCE OF 60.16 FEET; THENCE N.23°14'05"W., A DISTANCE OF 41.22 FEET; THENCE N.01°51'44"W., A DISTANCE OF 118.83 FEET; THENCE N.83°02'45"W., A DISTANCE OF 131.95 FEET; THENCE N.80°53'20"W., A DISTANCE OF 179.19 FEET TO THE POINT OF BEGINNING, BEING AND LYING IN SECTION 13, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA,

SUBJECT TO PERTINENT EASEMENTS, RIGHTS OF WAY, AND RESTRICTIONS OF RECORD, IF ANY,  
CONTAINING 2,646,091 SQUARE FEET OR 60.75 ACRES, MORE OR LESS.

This instrument was prepared by:

Jere Earlywine, Esq.  
Kutak Rock LLP  
107 W College Avenue  
Tallahassee, Florida 32301

(This space reserved for Clerk)

**SPECIAL WARRANTY DEED**  
**[RYE CROSSING PH. III & IV]**

**THIS SPECIAL WARRANTY DEED** is made to be effective as of the \_\_\_\_\_ day of \_\_\_\_\_ 2025, by and between:

**Forestar (USA) Real Estate Group Inc.**, a Delaware corporation, the owner and developer of lands within the boundaries of District (herein defined), and whose mailing address is 10700 Pecan Park Boulevard, Suite 150, Austin, Texas 78750 (“Grantor”); and

**Rye Crossing Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Manatee County, Florida, and whose mailing address is c/o Wrathell Hunt & Associates, LLC, 2300 Glades Road, #410w, Boca Raton, Florida 33431 (“Grantee” or “District”).

**SPECIAL WARRANTY GRANT OF FEE TITLE**

WITNESS THAT GRANTOR, for good and valuable consideration in hand paid by Grantee, the receipt and sufficiency whereof are hereby acknowledged, grants, bargains and conveys to Grantee forever, all of the right, title, interest, claim and demand which the Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Manatee, State of Florida, and more particularly below (“Property”):

**Tracts D-8, D-9, and D-10 (Landscape, Lake Access Easement, Irrigation, Private Drainage Easement, Public Utility Easement, Public Flowage Easement), Tracts D-11 and D-12 (Landscape, Lake Access Easement, Irrigation, Private Drainage Easement, Public Utility Easement), and Tracts W-2, W-3, W-4, W-5 and W-6 (Wetland, Wetland Buffer, Public Flowage Easement), as identified in the plat known as *Rye Crossing Ph. III & IV*, as recorded in Plat Book \_\_, Pages \_\_ - \_\_, of the Official Records of Manatee County, Florida.**

TOGETHER with all of the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and to have and to hold the same in fee simple forever. Such conveyance is subject to all matters of record; however, reference hereto shall not operate to re-impose the same.

The Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple and that the Grantor has good right and lawful authority to sell and convey said land. Further, the Grantor hereby warrants the title to said land and will defend the same against the lawful claims of all persons or entities whomsoever claiming by, through or under Grantor, but against none other. Additionally, the Grantor warrants that it has complied with the provisions of Section 196.295, *Florida Statutes*.

#### **RESERVATION OF EASEMENT**

GRANTOR hereby reserves unto itself and its successors and assigns, and Grantee by acceptance hereby gives and grants unto Grantor and its successors and assigns, non-exclusive easements for ingress and egress over, upon and across the Property, together with the rights to install, maintain, repair, plant, mow, cultivate, irrigate, improve and care for all drainage, hardscaping, landscaping, irrigation, wetland and related improvements, and the right to maintain, repair and replace and improve any improvements now or hereafter located on the Property; provided, however, that Grantor's reservation of rights hereunder shall not be deemed to impose any obligations on Grantor's to maintain, repair or replace any part of the Property or improvements located thereon.

This Special Warranty Deed is subject to the terms and conditions of **Exhibit A**.

[CONTINUED ON FOLLOWING PAGE]

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

**WITNESS**

**FORESTAR (USA) REAL ESTATE GROUP INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: James D. Allen  
Title: Executive Vice President

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

**STATE OF TEXAS  
COUNTY OF TARRANT**

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by James D. Allen, as Executive Vice President of FORESTAR (USA) REAL ESTATE GROUP INC., who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

---

NOTARY PUBLIC, STATE OF TEXAS

(NOTARY SEAL)

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

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

## EXHIBIT A

### ADDITIONAL TERMS AND CONDITIONS OF CONVEYANCE

As a material inducement to Grantor selling and conveying the Property to Grantee, Grantor and Grantee covenant and agree as set forth in this Exhibit "A". Grantee acknowledges and agrees by its acceptance of this Special Warranty Deed that but for Grantee's agreement to these provisions, Grantor would not have sold the Property to Grantee.

(a) DISCLAIMERS. GRANTOR HEREBY CONVEYS THE PROPERTY TO GRANTEE "AS IS", "WHERE IS", AND "WITH ALL FAULTS" AND WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED. GRANTOR HEREBY SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, GUARANTEES, PROMISES, COVENANTS, AGREEMENTS, OR REPRESENTATIONS OF ANY NATURE WHATSOEVER, PAST, PRESENT, OR FUTURE AS TO OR CONCERNING THE PROPERTY, INCLUDING BUT NOT LIMITED TO THOSE WHICH MIGHT BE IMPLIED AT LAW. Grantee acknowledges that Grantee has had the opportunity to conduct a feasibility study of the Property prior to its acceptance of this Special Warranty Deed. The Property is hereby accepted by Grantee in its then-present condition, "AS IS, WHERE IS, AND WITH ALL FAULTS". Without limiting the foregoing, Grantee acknowledges and agrees that Grantor has not made, has disclaimed, does not make and does specifically disclaim any representations, warranties, promises, covenants, agreements or guarantees of any kind or character whatsoever, whether express or implied, oral, written, past, present or future, of, as to, concerning or with respect to (i) the value, nature, quality or physical or other condition of the Property, including, without limitation, the water, soil and geology, and/or the environmental condition of the Property; (ii) the income to be derived from the Property; (iii) the water, soil, and geology, the suitability thereof and/or of the Property for any and all activities and uses which Grantee may elect to conduct; (iv) the compliance of or by the Property or its operations with any applicable laws, rules, ordinances, or regulations of any applicable governmental authority; (v) the habitability, merchantability, marketability, suitability, profitability, developability, or fitness for a particular purpose of the Property; (vi) the manner or quality of the construction or materials, if any, incorporated into the Property; or (vii) the manner, quality or state of repair of the Property. GRANTOR HAS NOT MADE, HAS DISCLAIMED, DOES NOT MAKE AND DOES SPECIFICALLY DISCLAIM ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL LAWS OR ANY LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS OR ANY OTHER APPLICABLE LAWS, INCLUDING THE PRESENCE OR ABSENCE OF HAZARDOUS SUBSTANCES IN OR ON THE PROPERTY. Grantee further acknowledges that it shall rely solely on its own investigation of the Property and not on any information provided or to be provided by Grantor, and that Grantee's acceptance of this Special Warranty Deed shall constitute acceptance of the Property by Grantee "AS IS" and waiver of all objections or claims against Grantor (including, but not limited to, any right or claim of contribution) arising from or related to the matters set forth above in items (i) through (vii) above. Grantee further acknowledges and agrees that any information provided or to be provided with respect to the Property was obtained from a variety of sources and that Grantor has not made any independent investigation or verification of such information, makes no representations as to the accuracy or completeness of such information, and does not have and shall not have any duty to provide updates regarding such information or otherwise ensure the availability of any such updated information to Grantee. Grantor is not and shall not be liable or bound in any manner by any verbal or written statements, representations or information pertaining to the Property or the operation thereof, furnished by any real estate broker, agent, employee, servant, engineer, surveyor or other third party.

(b) RELEASE AND WAIVER OF CLAIMS. Grantee agrees that Grantor shall not be responsible or liable to Grantee for any defect, errors, or omissions in or relating to the development and/or entitlement of, or construction of improvements on or related to, the Property, latent or otherwise, or on account of any other conditions affecting the Property, as Grantee is acquiring the Property "AS IS, WHERE IS", AND "WITH ALL FAULTS". Grantee, on its own behalf and on behalf of anyone claiming by, through or under Grantee and on behalf of all other Grantee Parties (hereinafter defined), to the maximum extent permitted by applicable law, irrevocably and unconditionally waives, releases,

discharges and forever acquits the Grantor Parties (hereinafter defined) from any and all Claims (hereinafter defined) of any nature whatsoever known or unknown, suspected or unsuspected, fixed or contingent, which Grantee may now or hereafter have, own, hold or claim to have, own or hold, or at any time heretofore may have had, owned, held or claimed to have, own or hold, against Grantor or any of the Grantor Parties, relating to the Property, including, without limitation, the physical condition of the Property, the environmental condition of the Property, the entitlements for the Property, any hazardous materials that may be on or within the Property and any other conditions existing, circumstances or events occurring on, in, about or near the Property whether occurring before, after or at the time of the delivery and acceptance of this Special Warranty Deed. Grantee agrees that the waivers and releases set forth above extend to all Claims of any nature and kind whatsoever, known or unknown, suspected or not suspected, and shall be effective upon the delivery and acceptance of this Special Warranty Deed. **WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, GRANTEE, FOR ITSELF AND ON BEHALF OF THE GRANTEE PARTIES, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, WITH RESPECT TO ALL OR A PART OF THE PROPERTY, HEREBY EXPRESSLY WAIVES, RELEASES AND RELINQUISHES ANY AND ALL CLAIMS GRANTEE OR ANY GRANTEE PARTY MAY NOW OR HEREAFTER HAVE AGAINST GRANTOR AND/OR ANY ONE OR MORE OF THE GRANTOR PARTIES, WHETHER KNOWN OR UNKNOWN, WITH RESPECT TO ANY PAST, PRESENT, OR FUTURE PRESENCE OR EXISTENCE OF HAZARDOUS MATERIALS AT, ON, IN, NEAR, UNDER, OR ABOUT THE PROPERTY, OR WITH RESPECT TO ANY PAST, PRESENT, OR FUTURE VIOLATIONS OF ENVIRONMENTAL LAWS, INCLUDING, WITHOUT LIMITATION (I) ANY AND ALL RIGHTS GRANTEE OR ANY GRANTEE PARTY MAY NOW OR HEREAFTER HAVE TO SEEK CONTRIBUTION FROM GRANTOR OR ANY GRANTOR PARTIES UNDER SECTION 113(F) OF OR OTHERWISE UNDER CERCLA, AS AMENDED, INCLUDING BY THE SUPERFUND AMENDMENTS AND REAUTHORIZATION ACT OF 1986 (42 U.S.C. §9613), AS THE SAME MAY BE FURTHER AMENDED OR REPLACED BY ANY SIMILAR LAW, RULE OR REGULATION; (II) ANY AND ALL CLAIMS, WHETHER KNOWN OR UNKNOWN, NOW OR HEREAFTER EXISTING, WITH RESPECT TO THE PROPERTY UNDER SECTION 107 OF CERCLA (42 U.S.C. §9607); AND (III) ANY AND ALL CLAIMS, WHETHER KNOWN OR UNKNOWN, AND WHETHER BASED ON STRICT LIABILITY OR OTHERWISE, UNDER OTHER APPLICABLE ENVIRONMENTAL LAWS OR BASED ON NUISANCE, TRESPASS OR ANY OTHER COMMON LAW OR STATUTORY PROVISIONS.** Grantee further acknowledges and agrees that each of these releases shall be given full force and effect according to each of its expressed terms and provisions, including but not limited to those relating to unknown, unforeseen, and/or unsuspected claims, damages, and causes of action. To the maximum extent permitted by applicable law, these covenants releasing Grantor and the Grantor Parties shall be a covenant running with the Property and shall be binding upon Grantee and each of the Grantee Parties.

(c) Claims. The term "*Claim*" or "*Claims*" means any and all claims, obligations, actions, causes of action, suits, debts, liens, liabilities, injuries, damages, judgments, losses, demands, orders, penalties, settlements, costs, fines, penalties, forfeitures and expenses of any kind or nature whatsoever (including, without limitation, attorneys' fees and costs and all litigation, mediation, arbitration and other dispute resolution costs and expenses) and includes expenses of enforcing any indemnification, defense or hold harmless obligations under this Exhibit "A", and regardless of whether based on tort, contract, statute, regulation, common law, equitable principles or otherwise.

(d) Grantee Affiliates. The term "*Grantee Affiliate*" or "*Grantee Affiliates*" means and includes: (i) any parent, subsidiary, or affiliate entity of Grantee and each such entity's and Grantee's employees, officers, directors, members, managers, shareholders, partners, attorneys, agents, and representatives and their respective heirs, successors, and assigns, and (ii) any contractor, subcontractor, engineer, architect, broker, agent, or other party hired or retained by Grantee in connection with the marketing, design, or construction of improvements on the Property.

(e) Grantee Parties. The term "*Grantee Party*" or "*Grantee Parties*" means and includes: (i) any Grantee Affiliate; (ii) any future owner of any portion of the Property, such owner's heirs, successors and assigns; and (iii) any other party who asserts a Claim against Grantor or any Grantor Party if such Claim is made by, through, or under Grantee.

(f) Grantor Parties. The term "*Grantor Party*" or "*Grantor Parties*" means and includes (i) Grantor, Forestar (USA) Real Estate Group Inc., and any parent, subsidiary, or affiliate entity of Grantor and/or Forestar (USA) Real Estate Group Inc., and (ii) all employees, officers, directors, members, managers, shareholders, partners, attorneys, agents, and representatives of Grantor, of Forestar (USA) Real Estate Group Inc., and of any parent, subsidiary, or affiliate entity of Grantor and/or Forestar (USA) Real Estate Group Inc.,

(g) GRANTEE'S INDEMNITY OF GRANTOR. GRANTEE HEREBY AGREES TO INDEMNIFY, PROTECT, DEFEND (WITH COUNSEL ACCEPTABLE TO GRANTOR), SAVE AND HOLD HARMLESS GRANTOR AND EACH OF THE GRANTOR PARTIES FROM AND AGAINST ANY AND ALL CLAIMS OF ANY NATURE ASSERTED, INCURRED OR BROUGHT AGAINST GRANTOR OR ANY GRANTOR PARTY BY GRANTEE OR ANY GRANTEE PARTY IN ANY WAY RELATING TO, CONNECTED WITH, OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, THIS SPECIAL WARRANTY DEED, THE PROPERTY, OR THE OWNERSHIP, LEASING, USE, OPERATION, MAINTENANCE, MANAGEMENT, DEVELOPMENT, CONSTRUCTION, AND MARKETING OF THE PROPERTY AND ANY STRUCTURES AND/OR OTHER IMPROVEMENTS CONSTRUCTED THEREON, WHETHER THE SAME BE AT LAW, IN EQUITY OR OTHERWISE. GRANTEE'S INDEMNIFICATION OF GRANTOR AND THE GRANTOR PARTIES AS PROVIDED HEREIN EXPRESSLY INCLUDES CLAIMS ARISING FROM, RELATED TO, OR CAUSED BY IN WHOLE OR IN PART GRANTOR'S COMPARATIVE, CONTRIBUTORY, OR SOLE NEGLIGENCE, WHETHER ACTIVE OR PASSIVE, BUT NOT INCLUDING GRANTOR'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OR GRANTOR'S BREACH OF ANY OF ANY REPRESENTATION, WARRANTY, OR COVENANT IN THIS SPECIAL WARRANTY DEED.

(h) Sovereign Immunity. Regardless of anything in the Special Warranty Deed, or herein, to the contrary, nothing in the Special Warranty Deed, or herein, shall be deemed to waive the Grantee's limitations of liability established under Section 768.28, Florida Statutes or other applicable law.

This instrument was prepared by:

Jere Earlywine, Esq.  
Kutak Rock LLP  
107 W College Avenue  
Tallahassee, Florida 32301

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**EASEMENT AGREEMENT  
[RYE CROSSING PH. III & IV]**

**THIS EASEMENT AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and among:

**Forestar (USA) Real Estate Group Inc.**, a Delaware corporation, the owner and developer of lands within the boundary of the District, and whose mailing address is 10700 Pecan Park Boulevard, Suite 150, Austin, Texas 78750 ("Developer"); and

**Rye Crossing Community Association, Inc.**, a Florida non-for-profit corporation, and whose mailing address is 10700 Pecan Park Boulevard, Suite 150, Austin, Texas 78750 ("Association"); and

**Rye Crossing Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Manatee County, Florida, and whose mailing address is c/o Wrathell Hunt & Associates, LLC, 2300 Glades Road, #410w, Boca Raton, Florida 33431 ("District" or "Grantee").

**WITNESSETH:**

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

**WHEREAS**, the Act authorizes the District to plan, finance, construct, install, operate and/or maintain certain infrastructure, including, but not limited to, stormwater ponds, roadway improvements, and other improvements and uses within the boundaries of the District; and

**WHEREAS**, Developer desires to formally grant to, and/or clarify the terms of, the District easements over the properties being more particularly described herein (collectively, "Easement Areas") for the purposes more particularly described here; and

**WHEREAS**, Developer and District acknowledge that use of the Easement Areas is necessary for the District to carry out its essential purpose; and

**WHEREAS**, the District has requested that Developer and Association each grant to the District a perpetual easement over the Easement Areas and Developer and Association are agreeable to granting such an easement on the terms and conditions set forth herein, to the extent of their respective interests therein, if any.

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

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

**2. Grant of Non-Exclusive Easement.** Developer and Association hereby each grant to the District, its successors, and assigns, in perpetuity, non-exclusive easements over, upon, under, through, and across the lands identified below – to the extent of the Developer's and Association's respective interests, if any - ("Easement Areas") to have and to hold the same unto the District, its successors and assigns forever for the following purposes (collectively, "Easement"):

**A)** The District shall have and is hereby granted a perpetual, non-exclusive easement for purposes of ingress and egress, construction, installation, use, maintenance, repair, reconstruction, and replacement by the District of drainage facilities, located within all drainage easement areas including those labeled **Tract R-6 (Private Roadway, Private Drainage Easement, Public Utility Easement)**, and any "Private Drainage Easements," "Public Drainage Easements," "Public Drainage Maintenance Easements," "Public Utility Easements," and any other "Drainage Easements," as identified in the plat known as **Rye Crossing Ph. III & IV, as recorded in Plat Book \_\_, Pages \_\_ - \_\_, of the Official Records of Manatee County, Florida.**

**3. Inconsistent Use.** Developer and Association each agree and covenant that they shall not exercise any rights in the Easement Areas inconsistent with, or which unreasonably interfere with, the rights herein afforded to the District. Further, no permanent improvements shall be placed within Easement Areas that interfere with the rights granted hereunder.

**4. Beneficiaries of Easement Rights.** This Easement Agreement shall be for the non-exclusive benefit and use of Grantee and its permitted employees, agents, assignees, contractors (and their subcontractors, employees and materialmen), or representatives for the purposes contemplated herein, and no third party shall have any rights under this Easement Agreement.

**5. Binding Effect.** This Easement Agreement and all of the provisions, representations, covenants, and conditions contained herein shall be binding upon and inure to the benefit of the Parties hereto and shall run with the land, and be binding upon, and for the benefit of, successors and assigns in interest to the Easement Area.

**6. Default.** A default by any Party under this Easement Agreement shall entitle each other party to all remedies available at law or in equity, which may include but not be limited to the right of actual damages, injunctive relief and/or specific performance.

**7. Enforcement of Agreement.** In the event that either District, Developer or Association seek to enforce this Easement Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees, and expert witness fees and costs for trial, alternative dispute resolution or appellate proceedings.

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

**9. Assignment.** Neither party may assign, transfer or license all or any portion of its real property rights under this Easement Agreement without the prior written consent of the other party. Any assignments attempted to be made by any party without the prior written approval of the other party are void. Notwithstanding the foregoing, nothing herein shall prevent Grantee from assigning its maintenance obligations for the stormwater improvements within the Easement Areas to a third party without the consent of the Developer and Association.

**10. Controlling Law; Venue.** This Easement Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The Parties consent to and agree that the exclusive venue for any dispute arising hereunder shall be in the County in which the District is located.

**11. Public Records.** Developer and Association understand and agree that all documents of any kind provided to Grantee or to District staff in connection with this Easement Agreement are public records and are to be treated as such in accordance with Florida law.

**12. Severability.** The invalidity or unenforceability of any one or more provisions of this Easement Agreement shall not affect the validity or enforceability of the remaining portions

of this Easement Agreement, or any part of this Easement Agreement not held to be invalid or unenforceable.

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

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

**15. Amendments.** Amendments to and waivers of the provisions contained in this Easement Agreement may be made only by an instrument in writing which is executed by both Parties hereto.

**16. Entire Agreement.** This instrument shall constitute the final and complete expression of the agreement between the Parties relating to the subject matter of this Easement Agreement.

**17. Counterparts.** This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

**[SIGNATURES ON NEXT PAGE]**

**IN WITNESS WHEREOF**, Developer, Association and Grantee have caused these presents to be executed on the day and year first above written.

**WITNESS**

**FORESTAR (USA) REAL ESTATE GROUP  
INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: James D. Allen  
Title: Executive Vice President

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

**STATE OF TEXAS  
COUNTY OF TARRANT**

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by James D. Allen, as Executive Vice President of FORESTAR (USA) REAL ESTATE GROUP INC, who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

---

NOTARY PUBLIC, STATE OF TEXAS

(NOTARY SEAL)

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

*[Signatures continue on following page]*

**WITNESSES****RYE CROSSING COMMUNITY  
ASSOCIATION, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

**STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_ as \_\_\_\_\_ of Rye Crossing Community Association, Inc., a Florida not-for-profit corporation, on behalf of said entity, who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
**NOTARY PUBLIC, STATE OF \_\_\_\_\_**

(NOTARY SEAL)

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

**WITNESSES****RYE CROSSING COMMUNITY  
DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

**STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_ as \_\_\_\_\_ of the Rye Crossing Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, on behalf of said entity, who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
**NOTARY PUBLIC, STATE OF \_\_\_\_\_**

(NOTARY SEAL)

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

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

**RYE CROSSING  
COMMUNITY DEVELOPMENT DISTRICT**

**8**

**CONSENT  
AGENDA**

**RYE CROSSING  
COMMUNITY DEVELOPMENT DISTRICT**

**UNAUDITED  
FINANCIAL  
STATEMENTS**

**RYE CROSSING  
COMMUNITY DEVELOPMENT DISTRICT  
FINANCIAL STATEMENTS  
UNAUDITED  
DECEMBER 31, 2025**

**RYE CROSSING  
COMMUNITY DEVELOPMENT DISTRICT  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
DECEMBER 31, 2025**

	General Fund	Debt Service Fund Series 2023	Debt Service Fund Series 2024	Capital Projects Fund Series 2023	Capital Projects Fund Series 2024	Total Governmental Funds
<b>ASSETS</b>						
Cash	\$ 250,400	\$ -	\$ -	\$ -	\$ -	\$ 250,400
Investments						
Revenue	-	25,258	24,257	-	-	49,515
Reserve	-	43,436	253,445	-	-	296,881
Prepayment	-	4,355	-	-	-	4,355
Construction	-	-	5,334	83	10,126	15,543
Undeposited funds	5,443	-	332,897	-	-	338,340
Due from general fund	-	169,463	4,796	-	-	174,259
Due from other governments	-	-	81,988	-	-	81,988
Total assets	<u>\$ 255,843</u>	<u>\$ 242,512</u>	<u>\$ 702,717</u>	<u>\$ 83</u>	<u>\$ 10,126</u>	<u>\$ 1,211,281</u>
<b>LIABILITIES AND FUND BALANCES</b>						
Liabilities:						
Accounts payable	\$ 376	\$ -	\$ -	\$ -	\$ -	\$ 376
Due to Landowner	-	4,575	-	-	-	4,575
Due to debt service fund 2023	169,463	-	-	-	-	169,463
Due to debt service fund 2024	4,796	-	-	-	-	4,796
Landowner advance	6,000	-	-	-	-	6,000
Total liabilities	<u>\$ 180,635</u>	<u>\$ 4,575</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 185,210</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>						
Deferred receipts	-	-	81,987	-	-	81,987
Unearned revenue	12,296	-	163,975	-	-	176,271
Total deferred inflows of resources	<u>\$ 12,296</u>	<u>\$ -</u>	<u>\$ 245,962</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 258,258</u>
Fund balances:						
Restricted for:						
Debt service	-	237,937	456,755	-	-	694,692
Capital projects	-	-	-	83	10,126	10,209
Unassigned	62,912	-	-	-	-	62,912
Total fund balances	<u>\$ 62,912</u>	<u>\$ 237,937</u>	<u>\$ 456,755</u>	<u>\$ 83</u>	<u>\$ 10,126</u>	<u>\$ 767,813</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 255,843</u>	<u>\$ 242,512</u>	<u>\$ 702,717</u>	<u>\$ 83</u>	<u>\$ 10,126</u>	<u>\$ 1,211,281</u>
Total liabilities and fund balances	<u>\$ 255,843</u>	<u>\$ 242,512</u>	<u>\$ 702,717</u>	<u>\$ 83</u>	<u>\$ 10,126</u>	<u>\$ 1,211,281</u>

**RYE CROSSING  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED DECEMBER 31, 2025**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: on-roll - net	\$ 25,648	\$ 25,810	\$ 25,830	100%
Assessment levy: off-roll	36,239	36,239	72,479	50%
Total revenues	<u>61,887</u>	<u>62,049</u>	<u>98,309</u>	63%
<b>EXPENDITURES</b>				
<b>Professional &amp; administrative</b>				
Management/accounting/recording	4,000	12,000	48,000	25%
Legal	539	539	13,500	4%
Engineering	1,900	2,470	5,000	49%
Audit	-	-	6,800	0%
Arbitrage rebate calculation*	-	-	1,000	0%
Dissemination agent*	166	500	2,000	25%
Trustee*	-	-	8,500	0%
Telephone	16	50	200	25%
Postage	12	12	500	2%
Printing & binding	21	62	250	25%
Legal advertising	-	-	1,750	0%
Annual special district fee	-	175	175	100%
Insurance	-	6,376	7,268	88%
Contingencies/bank charges	80	241	500	48%
EMMA - software	-	1,000	1,000	100%
Website hosting & maintenance	-	-	705	0%
Website ADA compliance	-	-	210	0%
Total professional & administrative	<u>6,734</u>	<u>23,425</u>	<u>97,358</u>	24%
<b>Other fees &amp; charges</b>				
Tax collector	750	755	829	91%
Total other fees & charges	<u>750</u>	<u>755</u>	<u>829</u>	91%
Total expenditures	<u>7,484</u>	<u>24,180</u>	<u>98,187</u>	25%
Excess/(deficiency) of revenues over/(under) expenditures	54,403	37,869	122	
Fund balances - beginning	8,509	25,043	16,555	
Fund balances - ending	<u>\$ 62,912</u>	<u>\$ 62,912</u>	<u>\$ 16,677</u>	

\*These items will be realized when bonds are issued

**RYE CROSSING  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND  
FOR THE PERIOD ENDED DECEMBER 31, 2025**

	Current Month	Year To Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: on-roll - net	\$ 173,579	\$ 174,704	\$ 179,348	97%
Interest	223	1,078	-	N/A
Total revenues	<u>173,802</u>	<u>175,782</u>	<u>179,348</u>	98%
<b>EXPENDITURES</b>				
Principal	-	-	45,000	0%
Interest	-	64,244	128,488	50%
Total debt service	<u>-</u>	<u>64,244</u>	<u>173,488</u>	37%
<b>Other fees &amp; charges</b>				
Tax collector	5,207	5,241	5,605	94%
Total other fees and charges	<u>5,207</u>	<u>5,241</u>	<u>5,605</u>	94%
Total expenditures	<u>5,207</u>	<u>69,485</u>	<u>179,093</u>	39%
Excess/(deficiency) of revenues over/(under) expenditures	168,595	106,297	255	
Fund balances - beginning	69,342	131,640	114,505	
Fund balances - ending	<u>\$ 237,937</u>	<u>\$ 237,937</u>	<u>\$ 114,760</u>	

**RYE CROSSING  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND 2024  
FOR THE PERIOD ENDED DECEMBER 31, 2025**

	Current Month	Year To Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: off-roll	168,922	168,922	501,818	34%
Assessment prepayments	4,796	4,796	-	N/A
Interest	926	4,107	-	N/A
Total revenues	<u>174,644</u>	<u>177,825</u>	<u>501,818</u>	<u>35%</u>
<b>EXPENDITURES</b>				
Principal	-	-	120,000	0%
Interest	-	189,971	379,943	50%
Total expenditures	<u>-</u>	<u>189,971</u>	<u>499,943</u>	<u>38%</u>
Net change in fund balances	174,644	(12,146)	1,875	
Fund balances - beginning	282,111	468,901	832,620	
Fund balances - ending	<u>\$ 456,755</u>	<u>\$ 456,755</u>	<u>\$ 834,495</u>	

**RYE CROSSING  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
CAPITAL PROJECTS FUND SERIES 2023  
FOR THE PERIOD ENDED DECEMBER 31, 2025**

	Current Month	Year To Date
<b>REVENUES</b>		
Total revenues	-	-
<b>EXPENDITURES</b>		
Total expenditures	-	-
Excess/(deficiency) of revenues over/(under) expenditures	-	-
Fund balances - beginning	83	83
Fund balances - ending	<u><u>\$ 83</u></u>	<u><u>\$ 83</u></u>

**RYE CROSSING  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
CAPITAL PROJECTS FUND SERIES 2024  
FOR THE PERIOD ENDED DECEMBER 31, 2025**

	Current Month	Year To Date
<b>REVENUES</b>		
Interest	\$ 49	\$ 154
Total revenues	<u>49</u>	<u>154</u>
<b>EXPENDITURES</b>		
Total expenditures	<u>-</u>	<u>-</u>
Net change in fund balances	49	154
Fund balances - beginning	10,077	9,972
Fund balances - ending	<u>\$ 10,126</u>	<u>\$ 10,126</u>

# **RYE CROSSING**

## **COMMUNITY DEVELOPMENT DISTRICT**

# **MINUTES**

DRAFT

**MINUTES OF MEETING**  
**RYE CROSSING COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Rye Crossing Community Development District held Hearings and a Regular Meeting on August 27, 2025 at 2:00 p.m., or as soon thereafter as latter may be heard, at Star Farms Amenity Center, 18360 Star Farms Loop, Lakewood, Florida 34211.

## Present:

Christian Cotter	Chair
Steven Hart	Vice Chair
Mary Moulton	Assistant Secretary
Pedro Rodriguez	Assistant Secretary

### Also present:

Kristen Thomas	District Manager
Jere Earlywine (via telephone)	District Counsel
John Simon (via telephone)	District Engineer
Kyle Cross (via telephone)	Atwell LLC

## FIRST ORDER OF BUSINESS

## Call to Order/Roll Call

Ms. Thomas called the meeting to order at 2:07 p.m.

27 Supervisors Cotter, Hart and Moulton were present. Supervisor Rodriguez arrived after  
28 roll call. Supervisor Lutz was absent.

## SECOND ORDER OF BUSINESS

## Public Comments

No members of the public spoke.

### THIRD ORDER OF BUSINESS

## Public Hearing on Adoption of Fiscal Year 2025/2026 Budget

## A Proof/Affidavit of Publication

38    B.    **Consideration of Resolution 2025-08, Relating to the Annual Appropriations and**  
39        **Adopting the Budget(s) for the Fiscal Year Beginning October 1, 2025 and Ending**  
40        **September 30, 2026; Authorizing Budget Amendments; and Providing an Effective**  
41        **Date**

42        Ms. Thomas presented Resolution 2025-08. She reviewed the proposed Fiscal Year 2026  
43        budget.

44        **On MOTION by Mr. Cotter and seconded by Ms. Moulton, with all in favor, the**  
45        **Public Hearing was opened.**

46

47

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

49        **On MOTION by Mr. Cotter and seconded by Ms. Moulton, with all in favor, the**  
50        **Public Hearing was closed.**

51

52        **On MOTION by Mr. Cotter and seconded by Ms. Moulton, with all in favor,**  
53        **Resolution 2025-08, Relating to the Annual Appropriations and Adopting the**  
54        **Budget(s) for the Fiscal Year Beginning October 1, 2025 and Ending, September**  
55        **30, 2026; Authorizing Budget Amendments; and Providing an Effective Date,**  
56        **was adopted.**

57

58

59        **Mr. Rodriguez arrived at the meeting at 2:10 p.m.**

60

61        **FOURTH ORDER OF BUSINESS**

62        **Public Hearing to Hear Comments and**  
63        **Objections on the Imposition of**  
64        **Maintenance and Operation Assessments**  
65        **to Fund the Budget for Fiscal Year**  
66        **2025/2026, Pursuant to Florida Law**

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

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

69        These items were included for informational purposes.

70    C.    **Consideration of Resolution 2025-09, Making a Determination of Benefit and Imposing**  
71        **Special Assessments for Fiscal Year 2025/2026; Providing for the Collection and**  
72        **Enforcement of Special Assessments, Including but Not Limited to Penalties and**

73        **Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the**  
74        **Assessment Roll; Providing a Severability Clause; and Providing an Effective Date**

75        Ms. Thomas presented Resolution 2025-09 and read the title.

76        **On MOTION by Mr. Cotter and seconded by Ms. Moulton, with all in favor, the**  
77        **Public Hearing was opened.**

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

81        **On MOTION by Mr. Cotter and seconded by Ms. Moulton, with all in favor, the**  
82        **Public Hearing was closed.**

84        **On MOTION by Mr. Cotter and seconded by Ms. Moulton, with all in favor,**  
85        **Resolution 2025-09, Making a Determination of Benefit and Imposing Special**  
86        **Assessments for Fiscal Year 2025/2026; Providing for the Collection and**  
87        **Enforcement of Special Assessments, Including but Not Limited to Penalties**  
88        **and Interest Thereon; Certifying an Assessment Roll; Providing for**  
89        **Amendments to the Assessment Roll; Providing a Severability Clause; and**  
90        **Providing an Effective Date, was adopted.**

### 93        **FIFTH ORDER OF BUSINESS**

94        **Presentation of Audited Financial Report**  
95        **for Fiscal Year Ended September 30, 2024,**  
96        **Prepared by Grau & Associates**

97        Ms. Thomas presented the Audited Financial Report for the Fiscal Year Ended  
98        September 30, 2024 and noted the pertinent information. There were no findings,  
99        recommendations, deficiencies on internal control or instances of non-compliance; it was a  
100      clean audit.

101      **A.        Consideration of Resolution 2025-10, Hereby Accepting the Audited Annual Financial**  
102      **Report for Fiscal Year Ended September 30, 2024**

103      **On MOTION by Ms. Moulton and seconded by Mr. Cotter, with all in favor,**  
104      **Resolution 2025-10, Hereby Accepting the Audited Annual Financial Report for**  
105      **Fiscal Year Ended September 30, 2024, was adopted.**

### 108      **SIXTH ORDER OF BUSINESS**

109      **Consideration of Goals and Objectives**  
              **Reporting FY2026 [HB7013 - Special**

## Districts Performance Measures and Standards Reporting]

113 Ms. Thomas presented the Goals and Objectives Reporting Fiscal Year 2026  
114 Performance Measures and Standards.

**On MOTION by Mr. Cotter and seconded by Ms. Moulton, with all in favor, the Goals and Objectives Reporting Fiscal Year 2026 Performance Measures and Standards, were approved.**

- **Authorization of Chair to Approve Findings Related to 2025 Goals and Objectives Reporting**

122 Ms. Thomas noted that it will be necessary to authorize the Chair to approve the  
123 findings related to the 2025 Goals and Objectives.

On MOTION by Mr. Cotter and seconded by Ms. Moulton, with all in favor, authorizing the Chair to approve the findings related to the 2025 Goals and Objectives Reporting, was approved.

129 **SEVENTH ORDER OF BUSINESS** Consideration of Resolution 2025-11,  
130 Electing and Removing Officers of the  
131 District and Providing for an Effective  
132 Date

134 This item was deferred.

**Consideration of Resolution 2025-11,  
Electing and Removing Officers of the  
District and Providing for an Effective  
Date**

134 This item was deferred.

135

## 136 EIGHTH ORDER OF BUSINESS

## Ratification Items

138 A. Letter Agreement for Acquisition of Rye Crossing Phase II Reclaimed Improvements  
139 B. Supplemental Declaration Regarding Costs Paid [Rye Crossing Phase II & Offsite  
140 Improvements]

On MOTION by Mr. Cotter and seconded by Ms. Moulton, with all in favor, the Letter Agreement for Acquisition of Rye Crossing Phase II Reclaimed Improvements and the Supplemental Declaration Regarding Costs Paid for the Rye Crossing Phase II & Offsite Improvements, were ratified.

147 **NINTH ORDER OF BUSINESS** **Consent Agenda**

148

149 A. **Acceptance of Unaudited Financial Statements as of July 31, 2025**

150 B. **Approval of April 23, 2025 Regular Meeting Minutes**

On MOTION by Mr. Cotter and seconded by Ms. Moulton, with all in favor, the Unaudited Financial Statements as of July 31, 2025, were accepted, and the April 23, 2025 Regular Meeting Minutes, as presented, were approved.

151

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156 **TENTH ORDER OF BUSINESS** **Staff Reports**

157

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

159 Mr. Earlywine stated work on the Boundary Amendment is underway.

160 B. **District Engineer: Atwell, LLC**

161 There was no report.

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

163 • **125 Registered Voters in District as of April 15, 2025**

164 • **NEXT MEETING DATE: September 24, 2025 at 2:00 PM**

165 ○ **QUORUM CHECK**

166 The next meeting will be held on September 24, 2025 unless cancelled.

167

168 **ELEVENTH ORDER OF BUSINESS** **Board Members' Comments/Requests**

169

170 There were no Board Members' comments or requests.

171

172 **TWELFTH ORDER OF BUSINESS** **Public Comments**

173

174 No members of the public spoke.

175

176 **THIRTEENTH ORDER OF BUSINESS** **Adjournment**

On MOTION by Mr. Cotter and seconded by Ms. Moulton, with all in favor, the meeting adjourned at 2:17 p.m.

177

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179

180

181 [SIGNATURES APPEAR ON THE FOLLOWING PAGE]

182

183

184

185 Secretary/Assistant Secretary

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Chair/Vice Chair

**RYE CROSSING  
COMMUNITY DEVELOPMENT DISTRICT**

**STAFF  
REPORTS**

## RYE CROSSING COMMUNITY DEVELOPMENT DISTRICT

### BOARD OF SUPERVISORS FISCAL YEAR 2025/2026 MEETING SCHEDULE

#### LOCATION

*Star Farms Amenity Center, 18360 Star Farms Loop, Lakewood Ranch, Florida 34211*

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 22, 2025 <b>CANCELED</b>	Regular Meeting	2:00 PM
November 26, 2025 <b>CANCELED</b>	Regular Meeting	2:00 PM
December 24, 2025 <b>CANCELED</b>	Regular Meeting	2:00 PM
January 28, 2026	Regular Meeting	2:00 PM
February 25, 2026	Regular Meeting	2:00 PM
March 25, 2026	Regular Meeting	2:00 PM
April 22, 2026	Regular Meeting	2:00 PM
May 27, 2026	Regular Meeting	2:00 PM
June 24, 2026	Regular Meeting	2:00 PM
July 22, 2026	Regular Meeting	2:00 PM
August 26, 2026	Regular Meeting	2:00 PM
September 23, 2026	Regular Meeting	2:00 PM

*\*Meetings will commence immediately following the adjournment of the Coddington Community Development District meetings, scheduled to commence at 2:00 PM*