

CALDERA

**COMMUNITY DEVELOPMENT
DISTRICT**

March 20, 2025

BOARD OF SUPERVISORS

**REGULAR MEETING
AGENDA**

CALDERA

COMMUNITY DEVELOPMENT DISTRICT

AGENDA

LETTER

Caldera 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

March 13, 2025

Board of Supervisors
Caldera Community Development District

Dear Board Members:

The Board of Supervisors of the Caldera Community Development District will hold a Regular Meeting on March 20, 2025 at 10:30 a.m., at the Greater Hernando County Chamber of Commerce, 15588 Aviation Loop Drive, Brooksville, Florida 34604. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consideration of Resolution 2025-01, Ratifying, Confirming, and Approving the Sale of the Caldera Community Development District Special Assessment Bonds, Series 2024 (Assessment Area One); Ratifying, Confirming, and Approving the Actions of the Chairman, Vice Chairman, Treasurer, Secretary, Assistant Secretaries, and All District Staff Regarding the Sale and Closing of the Caldera Community Development District Special Assessment Bonds, Series 2024 (Assessment Area One); Determining Such Actions as Being in Accordance with the Authorization Granted by the Board; Providing a Severability Clause; and Providing an Effective Date
4. Consideration of Pulte Home Company, LLC Reimbursement Agreement for Street Lighting Deposit
5. Approval of Landscape and Irrigation Maintenance Services Project Manual; Approval of Evaluation Criteria; Authorization to Publish RFP
6. Discussion: WREC Street Lights
7. Ratification Items
 - A. Acquisition of Phases 1, 2, 3 and 4 Improvements
 - B. SR Landscaping, LLC First Amendment to Agreement for Landscape Maintenance Services
 - C. Withlacoochee River Electric Cooperative, Inc., Street/Outdoor Lighting Agreements

ATTENDEES:

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

I. Existing Lights

II. New Lighting

8. Acceptance of Unaudited Financial Statements as of January 31, 2025

9. Approval of August 15, 2024 Public Hearings and Regular Meeting Minutes

10. Staff Reports

A. District Counsel: *Kutak Rock LLP*

B. District Engineer: *Coastal Engineering Associates, Inc.*

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

• UPCOMING MEETINGS

➤ April 10, 2025 at 2:00 PM [Bid Opening: Landscape and Irrigation Maintenance Services]

➤ April 17, 2025 at 10:30 AM [Regular Meeting; Award of Contract]

○ QUORUM CHECK

SEAT 1	BRADY LEFERE	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 2	RAY APONTE	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 3	MELISA SGRO	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 4	ALLISON MARTIN	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 5	CALEB LASHER	☐ IN PERSON	☐ PHONE	☐ NO

11. Board Members' Comments/Requests

12. Public Comments

13. Adjournment

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

Sincerely,



Kristen Suit
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

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

PARTICIPANT PASSCODE: 943 865 3730

CALDERA

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2025-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CALDERA COMMUNITY DEVELOPMENT DISTRICT RATIFYING, CONFIRMING, AND APPROVING THE SALE OF THE CALDERA COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2024 (ASSESSMENT AREA ONE); RATIFYING, CONFIRMING, AND APPROVING THE ACTIONS OF THE CHAIRMAN, VICE CHAIRMAN, TREASURER, SECRETARY, ASSISTANT SECRETARIES, AND ALL DISTRICT STAFF REGARDING THE SALE AND CLOSING OF THE CALDERA COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2024 (ASSESSMENT AREA ONE); DETERMINING SUCH ACTIONS AS BEING IN ACCORDANCE WITH THE AUTHORIZATION GRANTED BY THE BOARD; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the District previously adopted resolutions authorizing the issuance and the negotiated sale of bonds within the scope of Chapter 190, *Florida Statutes*, including its Special Assessment Bonds, Series 2024 (Assessment Area One), in the par amount of \$8,910,000 (“Series 2024 Bonds”); and

WHEREAS, the District closed on the sale of the Series 2024 Bonds on August 22, 2024; and

WHEREAS, as prerequisites to the issuance of the Series 2024 Bonds, the Chairman, Vice Chairman, Treasurer, Assistant Secretaries, and District Staff including the District Manager, District Financial Advisor, and District Counsel were required to execute and deliver various documents (“Closing Documents”); and

WHEREAS, the District desires to ratify, confirm, and approve all actions of the District Chairman, Vice Chairman, Treasurer, Assistant Secretaries, and District Staff in connection with closing the sale of the Series 2024 Bonds.

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

SECTION 1. The sale, issuance, and closing of the Series 2024 Bonds is in the best interests of the District.

SECTION 2. The issuance and sale of the Series 2024 Bonds, the adoption of resolutions relating to such bonds, the agreements entered into with respect to the issuance of such bonds, and

all actions taken in the furtherance of the closing on such bonds, are hereby declared and affirmed as being in the best interests of the District and are hereby ratified, approved, and confirmed.

SECTION 3. The actions of the Chairman, Vice Chairman, Treasurer, Secretary, Assistant Secretaries, and all District Staff in finalizing the closing and issuance of the Series 2024 Bonds, including the execution and delivery of the Closing Documents, and such other certifications or other documents required for the closing on the Series 2024 Bonds, are determined to be in accordance with the prior authorizations of the Board and are hereby ratified, approved, and confirmed in all respects.

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

SECTION 5. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 20th day of March, 2025.

ATTEST:

**CALDERA COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

CALDERA

COMMUNITY DEVELOPMENT DISTRICT

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**REMIBURSEMENT AGREEMENT
FOR STREET LIGHTING DEPOSIT**

This Agreement ("**Agreement**") is made and entered into this _____ day of _____, 2025, by and between:

Caldera Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and with an address of c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District**"), and

Pulte Home Company, LLC, a Michigan limited liability company, and the owner of certain lands within the District, with a mailing address of 2662 South Falkenburg Road, Riverview, Florida 33578, and its successors and assigns (the "**Landowner**" and together with the District, the "**Parties**").

RECITALS

WHEREAS, the District entered into a Street/Outdoor Lighting Agreement (New Customer) with Withlacoochee River Electric Cooperative, Inc. ("**Cooperative**") for the operation of a street lighting system with the applicable phase of the District; and

WHEREAS, the Cooperative requires the payment of a 5-year refundable deposit as outlined in the invoice, attached hereto as **Exhibit A** (the "**Deposit**"); and

WHEREAS, after five (5) years from the initial payment of the Deposit, the Cooperative reviews the Deposit to determine if a refund is necessary (the "**Refund**"); and

WHEREAS, the District does not have funds available to pay the Deposit; and

WHEREAS, the Landowner agrees to advance funds necessary to pay the Deposit, with the understanding that the Landowner retains the right as outlined herein to recover any Refund of the Deposit issued to the District.

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

1. REFUND. The Parties agree herein that upon the District's receipt of the Refund, the District shall within thirty (30) days reimburse Landowner the total amount of the Refund without interest or additional costs.

2. STREET LIGHT PAYMENT. The Landowner shall continue to pay for its share of the operational costs for streetlights within the District pursuant to a Development Funding

Agreement or Operation and Maintenance Assessment levied by the District to fund its operational budget, if any.

3. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Hernando County, Florida.

4. PUBLIC RECORDS. The Landowner understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and treated as such in accordance with Florida law.

5. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

6. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by sovereign immunity or by other operation of law.

7. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

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

9. ASSIGNMENT. This Agreement may not be assigned, in whole or in part, by any of the Parties without the prior written consent of the others. Any purported assignment without such approval shall be void.

10. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement.

11. EFFECTIVE DATE AND TERM. This Agreement shall be effective upon the date written above and shall expire six (6) years thereafter.

[SIGNATURES ON NEXT PAGE]

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

Attest:

**CALDERA COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Witness:

PULTE HOME COMPANY, LLC,
A Michigan limited liability company

Printed Name: _____

By: _____
Its: _____

Exhibit A: Invoice from Cooperative

CALDERA

COMMUNITY DEVELOPMENT DISTRICT

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CALDERA COMMUNITY DEVELOPMENT DISTRICT
EVALUATION CRITERIA
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES

1. Personnel (25 points)

(E.g., geographic locations of the firm's headquarters or office in relation to the project; adequacy and capabilities of key personnel, including the project manager and field supervisor; present ability to manage this project; evaluation of existing work load; proposed staffing levels for various seasons, etc.).

2. Experience (25 points)

(E.g., past record and experience of the respondent in similar projects; past record and experience of the respondent with the District, past client satisfaction, volume of work previously awarded to the firm; past performance for other community development districts in other contracts; qualifications, character, integrity, reputation, of respondent, etc.)

3. Understanding of Scope of Work (20 points)

(E.g., Does the proposal demonstrate an understanding of the District's needs for the services requested?) Present an annual detailed calendar of events.

4. Price (30 total points)

Points for price will be allocated as follows:

10 points will be awarded to the Proposer submitting the lowest total bid (sum of initial term and all renewals terms) for completing the work. All other proposals will receive a percentage of this amount based upon the difference between that Proposers bid and the low bid. If a Proposer does not provide pricing for one or more renewal terms, it is assumed that the highest price provided will apply to such terms, as applicable.

20 points are allocated for the reasonableness of unit prices.

CALDERA

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS A

August 19, 2024

Caldera Community Development District
c/o Kristen Suit, District Manager
Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

Re: Letter Agreement for Acquisition of Phases 1, 2, 3 and 4 Improvements

Dear Kristen,

Pursuant to the *Acquisition Agreement*, dated February 15, 2024 ("**Acquisition Agreement**"), by and between the Caldera Community Development District ("**District**") and Pulte Home Company, LLC ("**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:

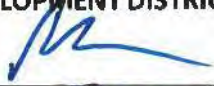
- As consideration for the Sale, and subject to the terms of the Acquisition Agreement, the District agrees to pay from bond proceeds, the amount identified in **Exhibit A** attached hereto which represents the actual cost of constructing and/or creating the Improvements.¹ Subject to the terms of the 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 lists 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 post any bonds or other forms of security necessary to transfer the utilities and offsite Improvements to the County. The Developer further agrees to ensure real property conveyances of real property, including stormwater tracts, drainage, and open space, within the proposed Phase 2 plat to District will follow as soon as possible after final plat approval by Hernando County and shall ensure any additional easements are in place as needed.

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.

¹ The amounts identified in **Exhibit A** include the actual cost of constructing and/or creating roadway and utility improvements previously conveyed to the District by the Developer pursuant to the Acquisition Agreement via that certain *Bill of Sale [Phase 1 Roadway and Offsite Improvements]* dated April 8, 2024, and that certain *Bill of Sale [Phase 1 Utility Improvements]* dated April 8, 2024. Pursuant to the terms of the Acquisition Agreement, the Developer now wishes to include the actual cost of constructing and/or creating the previously conveyed improvements as part of the total actual cost of constructing and/or creating the Improvements. The additional infrastructure is being conveyed to the District via bill of sale, which bill of sale is included in this package.

Agreed to by:

CALDERA COMMUNITY
DEVELOPMENT DISTRICT


Name: Brady Lefler
Title: Chair

Sincerely,

PULTE HOME COMPANY, LLC


Name: Trent Adams
Title: Director of Land Development

EXHIBIT A

Description of Phase 1 Improvements

Surface Water Management – All drainage and surface water management systems, including but not limited to sod, surface water structures, and pipes, located within Tracts B-1, B-2, and B-3 (Buffers), Tracts D-1, D-2, D-3, D-4, and D-5 (Drainage), Tracts S-1, S-2, S-3, S-4, and S-5 (Open Space) and the “Drainage and Access Easements,” as identified in the plat known as Caldera Phase 1, recorded at Plat Book 46, Pages 30 through 35, of the Official Records of Hernando County, Florida.

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 to or in any way connected with the development, construction and ownership of the public improvements for this project as described in the *Engineer’s Report*, dated June 2023 as amended by the *Supplemental Engineer’s Report*, dated February 21, 2024.

Total for all the foregoing¹:

Improvement	Total Amount	Amount Paid to Date	Balance to Finish	Retainage to Date
Earthwork	\$ 734,047.50	\$ 655,487.10	\$ 5,728.50	\$ 72,831.90
Roadways	\$ 1,647,925.50	\$ 1,483,132.93	\$ -	\$ 164,792.57
Potable Water	\$ 652,849.50	\$ 587,564.51	\$ -	\$ 65,284.99
Wastewater	\$ 1,343,549.75	\$ 1,209,194.76	\$ -	\$ 134,354.99
Surface Water Management	\$ 726,317.50	\$ 653,685.74	\$ -	\$ 72,631.76
TOTAL:	\$ 5,104,689.75	\$ 4,589,065.04	\$ 5,728.50	\$ 509,896.21

***Construction contract numbers based on June 2024 pay application.**

¹ The amounts identified in the table above include the actual cost of constructing and/or creating roadways, potable, and wastewater improvements previously conveyed to the District by the Developer via that certain *Bill of Sale [Phase 1 Roadway and Offsite Improvements]* dated April 8, 2024, and that certain *Bill of Sale [Phase 1 Utility Improvements]* dated April 8, 2024. Pursuant to the terms of the Acquisition Agreement, the Developer now wishes to include the actual cost of constructing and/or creating the previously conveyed improvements as part of the total actual cost of constructing and/or creating the Phases 1, 2, 3, and 4 Improvements

Description of Phase 2 Improvements

Utilities - All wastewater lines and potable water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, lift stations, equipment and appurtenances thereto, located within or upon the rights-of-ways designated as Tract A (Public Roadways) and all "Public Utility Easements," each as identified in the plat known as Caldera Phase 2. The Caldera Phase 2 plat is anticipated to be approved by Hernando County in October of 2024, and is attached hereto as Exhibit B.

Surface Water Management – All drainage and surface water management systems, including but not limited to sod, surface water structures, and pipes, located within Tract A (Public Roadways, Tracts D-6 & D-7 (Drainage Tracts) and the "Drainage and Access Easements," as identified in the plat known as Caldera Phase 2. The Caldera Phase 2 plat is anticipated to be approved by Hernando County in October of 2024, and is attached hereto as Exhibit B.

Roadways – All subdivision roadways including the surface asphalt, base, subgrade, roadway curb and gutter, striping and signage, and sidewalks abutting non-lot lands, located within the rights-of-ways designated as Tract A (Public Roadways) and named Genovesa Loop and Dunite Boulevard as identified in the plat known as Caldera Phase 2. The Caldera Phase 2 plat is anticipated to be approved by Hernando County in October of 2024, and is 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 to or in any way connected with the development, construction and ownership of the public improvements for this project as described in the *Engineer's Report*, dated June, 2023 as amended by the *Supplemental Engineer's Report*, dated February 21, 2024.

Total for all the foregoing:

Improvement	Total Amount	Amount Paid to Date	Balance to Finish	Retainage to Date
Earthwork	\$ 591,750.00	\$ 527,419.35	\$ 5,728.50	\$ 58,602.15
Roadways	\$ 430,894.75	\$ 338,046.52	\$ 55,287.50	\$ 37,560.73
Potable Water	\$ 231,683.00	\$ 207,799.20	\$ 795.00	\$ 23,088.80
Wastewater	\$ 264,064.00	\$ 233,810.10	\$ 4,275.00	\$ 25,978.90
Surface Water Management	\$ 326,670.75	\$ 291,911.17	\$ 2,325.00	\$ 32,434.58
TOTAL:	\$ 1,845,062.50	\$ 1,598,986.34	\$ 68,411.00	\$ 177,665.16

***Construction contract numbers based on June 2024 pay application.**

Description of Phase 3 & 4 Improvements

Utilities - All wastewater lines and potable water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, lift stations, equipment and appurtenances thereto, located within or upon the rights-of-ways designated as Tract A (Public Roadways), Tract "L" (Lift Station) and all "Public Utility Easements," each as identified in the plat known as Caldera Phases 3&4, recorded at Plat Book 47, Pages 1 through 7 of the Official Records of Hernando County, Florida.

Surface Water Management – All drainage and surface water management systems, including but not limited to sod, surface water structures, and pipes, located within Tracts B-1, and B-2 (Buffers), Tracts D-1, D-2, D-3, D-4, D-5 and D-6 (Drainage), Tracts S-1, S-2, and S-3 (Open Space) and the "Drainage and Access Easements," as identified in the plat known as Caldera Phases 3&4, recorded at Plat Book 47, Pages 1 through 7 of the Official Records of Hernando County, Florida.

Roadways – All subdivision roadways including the surface asphalt, base, subgrade, roadway curb and gutter, striping and signage, and sidewalks abutting non-lot lands, located within the rights-of-ways designated as Tract A (Public Roadways) and named Sterling Hill Boulevard, Obsidian Drive, Feldspar Lane, and Goldfoil Road, Benham Rise Road, Tambora Court, Hornbeam Road as identified in the plat known as Caldera Phases 3&4, recorded at Plat Book 47, Pages 1 through 7 of the Official Records of Hernando County, Florida.

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 to or in any way connected with the development, construction and ownership of the public improvements for this project as described in the *Engineer's Report*, dated June 2023 as amended by the *Supplemental Engineer's Report*, dated February 21, 2024.

Total for all the foregoing:

Improvement	Total Amount	Amount Paid to Date	Balance to Finish	Retainage to Date
Earthwork	\$ 4,284,921.50	\$ 3,660,604.45	\$ 217,583.20	\$ 406,733.85
Roadways	\$ 2,892,656.00	\$ 1,016,231.77	\$ 1,763,509.57	\$ 112,914.66
Potable Water	\$ 1,329,831.00	\$ 1,089,647.93	\$ 119,111.05	\$ 121,072.02
Wastewater	\$ 2,322,841.00	\$ 1,503,953.30	\$ 651,781.75	\$ 167,105.95
Surface Water Management	\$ 1,754,138.50	\$ 1,506,112.64	\$ 80,680.00	\$ 167,345.86
TOTAL:	\$ 12,584,388.00	\$ 8,776,550.09	\$ 2,832,665.57	\$ 975,172.34

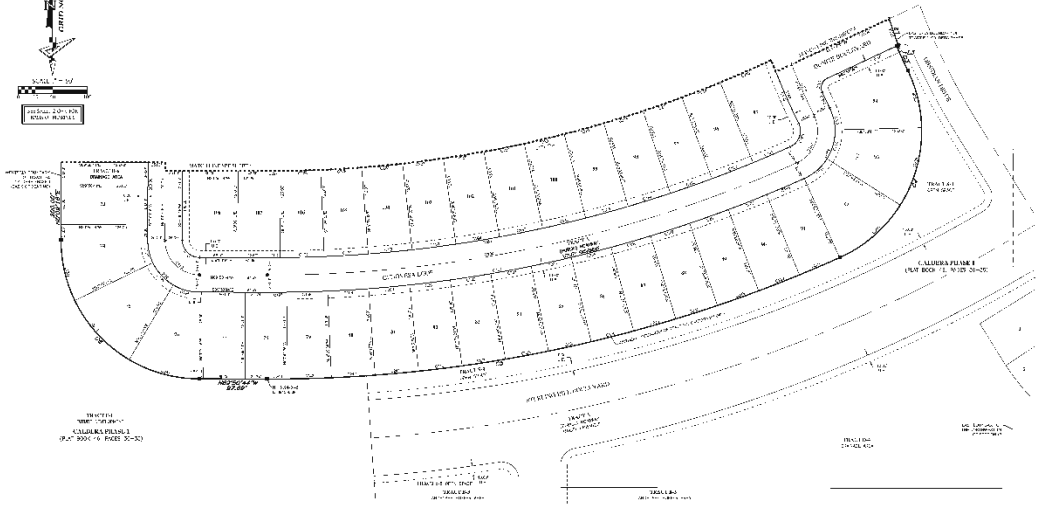
***Construction contract numbers based on June 2024 pay application.**

Caldera Phase 2 Plat

GeoPoint
Surveying, Inc.



CALDERA PHASE 2 BEING ALL OF PLAT 2-C CALDERA PHASE 1, AS RECORDED IN PLAT BOOK 40, PAGES 33-39; OF THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA, IN SECTION 16, TOWNSHIP 30 SOUTH, RANGE 18 EAST, HERNANDO COUNTY, FLORIDA.



IN WITNESS WHEREOF, I, the undersigned, have hereunto set my hand and seal of office, at the City of Tampa, Florida, this 1st day of May, 2014.

CURVE DATA TABLE				CURVE DATA TABLE				CURVE DATA TABLE				CURVE DATA TABLE			
NO.	BEARING	CHORD	ARC	CHORD	BEARING	NO.	BEARING	CHORD	ARC	CHORD	BEARING	NO.	BEARING	CHORD	ARC
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2	S 89.5° W	1.00	1.00	1.00	S 89.5° W	12	S 89.5° W	1.00	1.00	1.00	S 89.5° W	22	S 89.5° W	1.00	1.00
3	N 89.5° E	1.00	1.00	1.00	N 89.5° E	13	N 89.5° E	1.00	1.00	1.00	N 89.5° E	23	N 89.5° E	1.00	1.00
4	S 89.5° W	1.00	1.00	1.00	S 89.5° W	14	S 89.5° W	1.00	1.00	1.00	S 89.5° W	24	S 89.5° W	1.00	1.00
5	N 89.5° E	1.00	1.00	1.00	N 89.5° E	15	N 89.5° E	1.00	1.00	1.00	N 89.5° E	25	N 89.5° E	1.00	1.00
6	S 89.5° W	1.00	1.00	1.00	S 89.5° W	16	S 89.5° W	1.00	1.00	1.00	S 89.5° W	26	S 89.5° W	1.00	1.00
7	N 89.5° E	1.00	1.00	1.00	N 89.5° E	17	N 89.5° E	1.00	1.00	1.00	N 89.5° E	27	N 89.5° E	1.00	1.00
8	S 89.5° W	1.00	1.00	1.00	S 89.5° W	18	S 89.5° W	1.00	1.00	1.00	S 89.5° W	28	S 89.5° W	1.00	1.00
9	N 89.5° E	1.00	1.00	1.00	N 89.5° E	19	N 89.5° E	1.00	1.00	1.00	N 89.5° E	29	N 89.5° E	1.00	1.00
10	S 89.5° W	1.00	1.00	1.00	S 89.5° W	20	S 89.5° W	1.00	1.00	1.00	S 89.5° W	30	S 89.5° W	1.00	1.00

CURVE DATA TABLE			
NO.	BEARING	CHORD	ARC
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3	N 89.5° E	1.00	1.00
4	S 89.5° W	1.00	1.00

DATE: 5/1/14
 BY: [Signature]
 TITLE: [Title]



THIS PLAT IS A REPRODUCTION OF THE ORIGINAL PLAT, AND THE ORIGINAL PLAT IS THE ONLY COPY OF THE ORIGINAL PLAT. ANY REPRODUCTION OF THIS PLAT IS A VIOLATION OF THE COPYRIGHT LAW. THE ORIGINAL PLAT IS THE ONLY COPY OF THE ORIGINAL PLAT. ANY REPRODUCTION OF THIS PLAT IS A VIOLATION OF THE COPYRIGHT LAW.

IN WITNESS WHEREOF, I, the undersigned, have hereunto set my hand and seal of office, at the City of Tampa, Florida, this 1st day of May, 2014.

**CORPORATE DECLARATION AND AGREEMENT
[PHASES 1, 2, 3 AND 4 IMPROVEMENTS]**

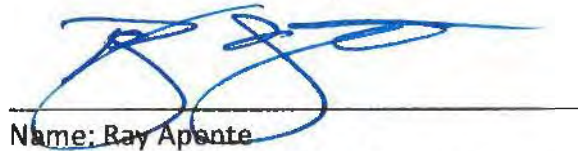
I, Ray Aponte, as Director of Land Development of Pulte Home Company, LLC, a Michigan limited liability company ("**Developer**"), do hereby state as follows:

1. I have personal knowledge of the matters set forth in this Declaration.
2. My name is Ray Aponte, and I am the Director of Land Development of the Developer. I have authority to make this Declaration on behalf of Developer.
3. Developer is the developer of certain lands within the Caldera Community Development District, a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes* ("**District**").
4. The District's *Engineer's Report*, dated June 2023, as supplemented by the Supplemental Engineer's Report dated February 21, 2024, (**together "Engineer's Report"**), describes certain public infrastructure improvements and work product that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to Chapter 190, *Florida Statutes*.
5. 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. Notwithstanding anything to the contrary herein, certain amounts are still owed to contractors and Developer agrees to timely make payment for all remaining amounts owed, and to ensure that no liens are placed on the property.
6. Developer acknowledges that the District intends to rely on this Declaration for purposes of acquiring the infrastructure improvements identified in **Exhibit A**.

[CONTINUED ON NEXT PAGE]

Executed this 19 day of August, 2024.

PULTE HOME COMPANY, LLC

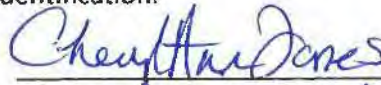


Name: Ray Aponte

Title: Director of Land Development

STATE OF FLORIDA
COUNTY OF HELBORGN

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 19th day of AUGUST, 2024, by Ray Aponte as Director of Land Development of Pulte Home Company 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: CHERYL ANN JONES
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

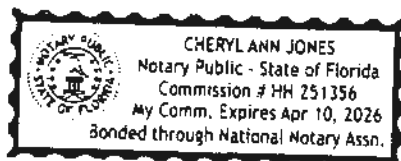


EXHIBIT A

Description of Phase 1 Improvements

Surface Water Management – All drainage and surface water management systems, including but not limited to sod, surface water structures, and pipes, located within Tracts B-1, B-2, and B-3 (Buffers), Tracts D-1, D-2, D-3, D-4, and D-5 (Drainage), Tracts S-1, S-2, S-3, S-4, and S-5 (Open Space) and the “Drainage and Access Easements,” as identified in the plat known as Caldera Phase 1, recorded at Plat Book 46, Pages 30 through 35, of the Official Records of Hernando County, Florida.

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 to or in any way connected with the development, construction and ownership of the public improvements for this project as described in the *Engineer’s Report*, dated June 2023 as amended by the *Supplemental Engineer’s Report*, dated February 21, 2024.

Total for all the foregoing¹:

Improvement	Total Amount	Amount Paid to Date	Balance to Finish	Retainage to Date
Earthwork	\$ 734,047.50	\$ 655,487.10	\$ 5,728.50	\$ 72,831.90
Roadways	\$ 1,647,925.50	\$ 1,483,132.93	\$ -	\$ 164,792.57
Potable Water	\$ 652,849.50	\$ 587,564.51	\$ -	\$ 65,284.99
Wastewater	\$ 1,343,549.75	\$ 1,209,194.76	\$ -	\$ 134,354.99
Surface Water Management	\$ 726,317.50	\$ 653,685.74	\$ -	\$ 72,631.76
TOTAL:	\$ 5,104,689.75	\$ 4,589,065.04	\$ 5,728.50	\$ 509,896.21

***Construction contract numbers based on June 2024 pay application.**

¹ The amounts identified in the table above include the actual cost of constructing and/or creating roadways, potable, and wastewater improvements previously conveyed to the District by the Developer via that certain *Bill of Sale [Phase 1 Roadway and Offsite Improvements]* dated April 8, 2024, and that certain *Bill of Sale [Phase 1 Utility Improvements]* dated April 8, 2024. Pursuant to the terms of the Acquisition Agreement, the Developer now wishes to include the actual cost of constructing and/or creating the previously conveyed improvements as part of the total actual cost of constructing and/or creating the Phases 1, 2, 3, and 4 Improvements

Description of Phase 2 Improvements

Utilities - All wastewater lines and potable water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, lift stations, equipment and appurtenances thereto, located within or upon the rights-of-ways designated as Tract A (Public Roadways) and all "Public Utility Easements," each as identified in the plat known as Caldera Phase 2. The Caldera Phase 2 plat is anticipated to be approved by Hernando County in October of 2024, and is attached hereto as Exhibit B.

Surface Water Management – All drainage and surface water management systems, including but not limited to sod, surface water structures, and pipes, located within Tract A (Public Roadways, Tracts D-6 & D-7 (Drainage Tracts) and the "Drainage and Access Easements," as identified in the plat known as Caldera Phase 2. The Caldera Phase 2 plat is anticipated to be approved by Hernando County in October of 2024, and is attached hereto as Exhibit B.

Roadways – All subdivision roadways including the surface asphalt, base, subgrade, roadway curb and gutter, striping and signage, and sidewalks abutting non-lot lands, located within the rights-of-ways designated as Tract A (Public Roadways) and named Genovesa Loop and Dunite Boulevard as identified in the plat known as Caldera Phase 2. The Caldera Phase 2 plat is anticipated to be approved by Hernando County in October of 2024, and is 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 to or in any way connected with the development, construction and ownership of the public improvements for this project as described in the *Engineer's Report*, dated June, 2023 as amended by the *Supplemental Engineer's Report*, dated February 21, 2024.

Total for all the foregoing:

Improvement	Total Amount	Amount Paid to Date	Balance to Finish	Retainage to Date
Earthwork	\$ 591,750.00	\$ 527,419.35	\$ 5,728.50	\$ 58,602.15
Roadways	\$ 430,894.75	\$ 338,046.52	\$ 55,287.50	\$ 37,560.73
Potable Water	\$ 231,683.00	\$ 207,799.20	\$ 795.00	\$ 23,088.80
Wastewater	\$ 264,064.00	\$ 233,810.10	\$ 4,275.00	\$ 25,978.90
Surface Water Management	\$ 326,670.75	\$ 291,911.17	\$ 2,325.00	\$ 32,434.58
TOTAL:	\$ 1,845,062.50	\$ 1,598,986.34	\$ 68,411.00	\$ 177,665.16

***Construction contract numbers based on June 2024 pay application.**

Description of Phase 3 & 4 Improvements

Utilities - All wastewater lines and potable water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, lift stations, equipment and appurtenances thereto, located within or upon the rights-of-ways designated as Tract A (Public Roadways), Tract "L" (Lift Station) and all "Public Utility Easements," each as identified in the plat known as Caldera Phases 3&4, recorded at Plat Book 47, Pages 1 through 7 of the Official Records of Hernando County, Florida.

Surface Water Management – All drainage and surface water management systems, including but not limited to sod, surface water structures, and pipes, located within Tracts B-1, and B-2 (Buffers), Tracts D-1, D-2, D-3, D-4, D-5 and D-6 (Drainage), Tracts S-1, S-2, and S-3 (Open Space) and the "Drainage and Access Easements," as identified in the plat known as Caldera Phases 3&4, recorded at Plat Book 47, Pages 1 through 7 of the Official Records of Hernando County, Florida.

Roadways – All subdivision roadways including the surface asphalt, base, subgrade, roadway curb and gutter, striping and signage, and sidewalks abutting non-lot lands, located within the rights-of-ways designated as Tract A (Public Roadways) and named Sterling Hill Boulevard, Obsidian Drive, Feldspar Lane, and Goldfoil Road, Benham Rise Road, Tambora Court, Hornbeam Road as identified in the plat known as Caldera Phases 3&4, recorded at Plat Book 47, Pages 1 through 7 of the Official Records of Hernando County, Florida.

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 to or in any way connected with the development, construction and ownership of the public improvements for this project as described in the *Engineer's Report*, dated June 2023 as amended by the *Supplemental Engineer's Report*, dated February 21, 2024.

Total for all the foregoing:

Improvement	Total Amount	Amount Paid to Date	Balance to Finish	Retainage to Date
Earthwork	\$ 4,284,921.50	\$ 3,660,604.45	\$ 217,583.20	\$ 406,733.85
Roadways	\$ 2,892,656.00	\$ 1,016,231.77	\$ 1,763,509.57	\$ 112,914.66
Potable Water	\$ 1,329,831.00	\$ 1,089,647.93	\$ 119,111.05	\$ 121,072.02
Wastewater	\$ 2,322,841.00	\$ 1,503,953.30	\$ 651,781.75	\$ 167,105.95
Surface Water Management	\$ 1,754,138.50	\$ 1,506,112.64	\$ 80,680.00	\$ 167,345.86
TOTAL:	\$ 12,584,388.00	\$ 8,776,550.09	\$ 2,832,665.57	\$ 975,172.34

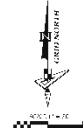
***Construction contract numbers based on June 2024 pay application.**

Caldera Phase 2 Plat

GeoPoint
Surveying, Inc.

BEING ALL OF PACT F-Z, CALLED AND KNOWN AS 1, AS RECORDED IN PLAT BOOK #1, PAGES 30-35 OF THE PUBLIC RECORDS OF
HERNANDO COUNTY, FLORIDA; 1/4 LG. N. SECTION 16, TOWNSHIP 23 SOUTH, RANGE 18 EAST, HERNANDO COUNTY, FLORIDA

PLAY BOOK	PAGE NO.
-----------	----------



BASIS OF REACTIONS

THE UNITED STATES OF AMERICA
DO HEREBY CERTIFY THAT
THESE ARE THE TRUE AND
CORRECT COPIES OF THE
ORIGINALS AS SUBMITTED BY
THE APPLICANT TO THE
UNITED STATES DEPARTMENT OF
COMMERCE FOR REGISTRATION
AND RECORDATION.

TRACT DESIGNATION TABLE

TRACT	ACREAGE	USE
A	2.000	(F) J. C. BORDAVAL, L.T. & TV DASHMEAT
B-C	2.000	DEVELOP/ST. AREA
D-E	2.000	DEVELOP/ST. AREA

NOTE:
ALL PLANS BY JERRY BARKER © SMALL PRINTS FOR WAREHOUSES.
INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION
SERVICES PROVIDED TO MAXI SERVICE INTERESTED WITH THE
BANK OF AMERICA, N.A., AND BANK OF AMERICA, N.A.

NOTE
A. I. THERE WERE OTHER A. C. 1975 AND
NAMES OF OTHERS OF THE SAME NAME IN
AS FOR THE A. C. 1975.

THESE INDIVIDUALS WERE IDENTIFIED AS
SUSPECTS AND DOWNFALLING OF A PATROL
WAS BEING CONSIDERED IN A NEW CASE OF
THE "WINTER" CASE OF 1971. THE FBI
WAS ASSIGNED TO BE THE SANCTIONED
COUNCIL TO THE NEWEST FORMATION OF A
REPRESENTATIVE OF THE FUTURE OF
THE FUTURE OF THE FUTURE.

TABLE 2-1-1 (continued)		
FIG.	DESCRIPTION	LOCATION
1	100% 100%	100%
2	100% 100%	100%
3	100% 100%	100%

CAPITAL DATA TABLE

NO.	NAME	DATE OF BIRTH	AGE	SEX	STATUS	REMARKS
1	JOHN	1/1/1945	55	M	W	WIFE: JANE
2	MARY	1/1/1945	55	F	W	WIFE: JANE
3	JOHN	1/1/1945	55	M	W	WIFE: JANE
4	MARY	1/1/1945	55	F	W	WIFE: JANE
5	JOHN	1/1/1945	55	M	W	WIFE: JANE
6	MARY	1/1/1945	55	F	W	WIFE: JANE
7	JOHN	1/1/1945	55	M	W	WIFE: JANE
8	MARY	1/1/1945	55	F	W	WIFE: JANE
9	JOHN	1/1/1945	55	M	W	WIFE: JANE
10	MARY	1/1/1945	55	F	W	WIFE: JANE

54. **DATA** 2.7×10^3
 and 2.8×10^3
 55. **DATA** 1.0×10^3

FLAT NOTES:

① 2000年4月1日，甲、乙、丙、丁四人共同出资设立A公司，注册资本为1000万元。甲、乙、丙、丁分别持有25%、25%、25%、25%的股权。2000年5月，A公司成立后，甲、乙、丙、丁四人开始经营。2000年6月，A公司成立后，甲、乙、丙、丁四人开始经营。2000年6月，A公司成立后，甲、乙、丙、丁四人开始经营。

1. The first step in the process of the development of the business plan is the identification of the business opportunity. This involves a thorough analysis of the market, the industry, and the competition. The next step is to conduct a feasibility study, which involves assessing the financial viability of the business. This is followed by the development of a business plan, which outlines the business's goals, strategies, and financial projections. The final step is to secure financing, which may involve seeking investors or loans from financial institutions.

GeoPoint
Surveying, Inc.

2100 E. Main St.
Suite 400
Cincinnati, OH 45215

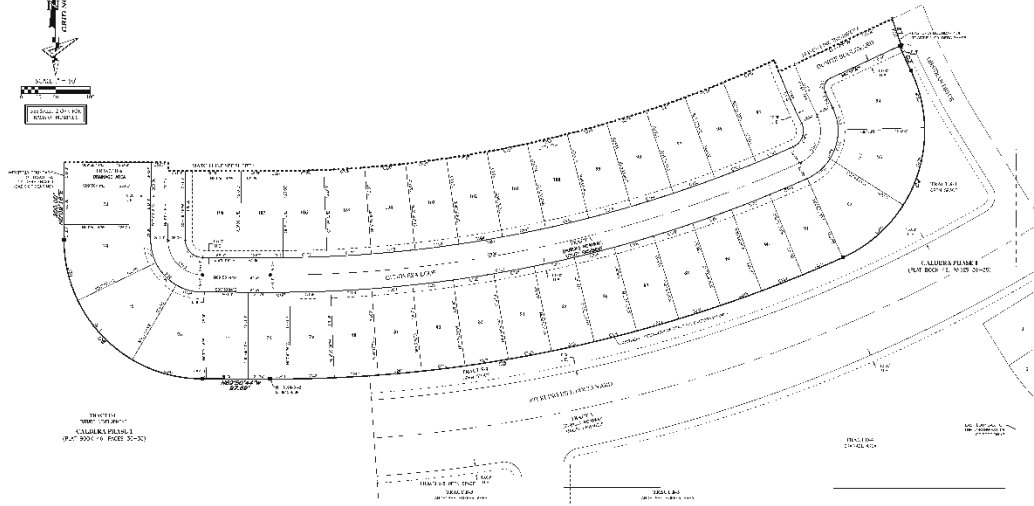
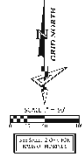
TEL: 513-763-0000
FAX: 513-763-0001
WWW: www.geopointinc.com

SHEET 2 OF 4 SHEETS

CALDERA PHASE 2

BEING ALL OF PLOT 2 OF CALDERA PHASE 2, AS RECORDED IN PLAT BOOK 47, PAGES 33-39, OF THE PUBLIC RECORDS OF
HERNANDO COUNTY, FLORIDA, IN SECTION 16, TOWNSHIP 30 SOUTH, RANGE 18 EAST, HERNANDO COUNTY, FLORIDA.

PLAT BOOK PAGE NO.



SECTION 16
TOWNSHIP 30 SOUTH
RANGE 18 EAST

COURT REPORT				COURT REPORT				COURT REPORT				COURT REPORT			
NO.	NAME	DATE	AMOUNT	NO.	NAME	DATE	AMOUNT	NO.	NAME	DATE	AMOUNT	NO.	NAME	DATE	AMOUNT
1	JOHN A. CALDERA	1/1/78	100.00	1	JOHN A. CALDERA	1/1/78	100.00	1	JOHN A. CALDERA	1/1/78	100.00	1	JOHN A. CALDERA	1/1/78	100.00
2	JOHN A. CALDERA	2/1/78	200.00	2	JOHN A. CALDERA	2/1/78	200.00	2	JOHN A. CALDERA	2/1/78	200.00	2	JOHN A. CALDERA	2/1/78	200.00
3	JOHN A. CALDERA	3/1/78	300.00	3	JOHN A. CALDERA	3/1/78	300.00	3	JOHN A. CALDERA	3/1/78	300.00	3	JOHN A. CALDERA	3/1/78	300.00
4	JOHN A. CALDERA	4/1/78	400.00	4	JOHN A. CALDERA	4/1/78	400.00	4	JOHN A. CALDERA	4/1/78	400.00	4	JOHN A. CALDERA	4/1/78	400.00
5	JOHN A. CALDERA	5/1/78	500.00	5	JOHN A. CALDERA	5/1/78	500.00	5	JOHN A. CALDERA	5/1/78	500.00	5	JOHN A. CALDERA	5/1/78	500.00
6	JOHN A. CALDERA	6/1/78	600.00	6	JOHN A. CALDERA	6/1/78	600.00	6	JOHN A. CALDERA	6/1/78	600.00	6	JOHN A. CALDERA	6/1/78	600.00
7	JOHN A. CALDERA	7/1/78	700.00	7	JOHN A. CALDERA	7/1/78	700.00	7	JOHN A. CALDERA	7/1/78	700.00	7	JOHN A. CALDERA	7/1/78	700.00
8	JOHN A. CALDERA	8/1/78	800.00	8	JOHN A. CALDERA	8/1/78	800.00	8	JOHN A. CALDERA	8/1/78	800.00	8	JOHN A. CALDERA	8/1/78	800.00
9	JOHN A. CALDERA	9/1/78	900.00	9	JOHN A. CALDERA	9/1/78	900.00	9	JOHN A. CALDERA	9/1/78	900.00	9	JOHN A. CALDERA	9/1/78	900.00
10	JOHN A. CALDERA	10/1/78	1000.00	10	JOHN A. CALDERA	10/1/78	1000.00	10	JOHN A. CALDERA	10/1/78	1000.00	10	JOHN A. CALDERA	10/1/78	1000.00

COURT REPORT			
NO.	NAME	DATE	AMOUNT
1	JOHN A. CALDERA	1/1/78	100.00
2	JOHN A. CALDERA	2/1/78	200.00
3	JOHN A. CALDERA	3/1/78	300.00
4	JOHN A. CALDERA	4/1/78	400.00
5	JOHN A. CALDERA	5/1/78	500.00
6	JOHN A. CALDERA	6/1/78	600.00
7	JOHN A. CALDERA	7/1/78	700.00
8	JOHN A. CALDERA	8/1/78	800.00
9	JOHN A. CALDERA	9/1/78	900.00
10	JOHN A. CALDERA	10/1/78	1000.00

UNIT 10.0000
NO. 10.0000
10.0000

GeoPoint
Surveying, Inc.
10000 N. 10th Ave.
Suite 100
Tampa, FL 33613
813.288.1111
www.geopoint-surveying.com

SHEET 5 OF 4 SHEETS

BILL OF SALE AND LIMITED ASSIGNMENT
[PHASES 1, 2, 3 AND 4 IMPROVEMENTS]

THIS BILL OF SALE AND LIMITED ASSIGNMENT is made to be effective as of the 19 day of August, 2024, by and between **Pulte Home Company, LLC**, a Michigan limited liability company, with an address of 2662 Falkenburg Road, Riverview, Florida 33578 ("**Grantor**"), and for good and valuable consideration, to it paid by the **Caldera 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.

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

BACKGROUND STATEMENT

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 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 whosoever.

3. This conveyance is made on an "as is" basis. 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.

4. 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:

WITNESSES

PULTE HOME COMPANY, LLC

By: [Signature]
Name: Brady Letin

[Signature]
Name: RAY APONTE
Title: Director of Land Development

By: [Signature]
Name: JAMES TAYLOR

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 19th day of AUGUST, 2024, by Ray Aponte, as Director of Land Development of Pulte Home Company LLC, a Michigan limited liability company, 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.

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name: CHERYL ANN JONES
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

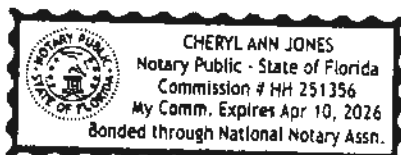


EXHIBIT A

Description of Phase 1 Improvements

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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 to or in any way connected with the development, construction and ownership of the public improvements for this project as described in the *Engineer’s Report*, dated June 2023 as amended by the *Supplemental Engineer’s Report*, dated February 21, 2024.

Total for all the foregoing¹:

Improvement	Total Amount	Amount Paid to Date	Balance to Finish	Retainage to Date
Earthwork	\$ 734,047.50	\$ 655,487.10	\$ 5,728.50	\$ 72,831.90
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Wastewater	\$ 1,343,549.75	\$ 1,209,194.76	\$ -	\$ 134,354.99
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Surface Water Management – All drainage and surface water management systems, including but not limited to sod, surface water structures, and pipes, located within Tract A (Public Roadways, Tracts D-6 & D-7 (Drainage Tracts) and the "Drainage and Access Easements," as identified in the plat known as Caldera Phase 2. The Caldera Phase 2 plat is anticipated to be approved by Hernando County in October of 2024, and is attached hereto as Exhibit B.

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Potable Water	\$ 231,683.00	\$ 207,799.20	\$ 795.00	\$ 23,088.80
Wastewater	\$ 264,064.00	\$ 233,810.10	\$ 4,275.00	\$ 25,978.90
Surface Water Management	\$ 326,670.75	\$ 291,911.17	\$ 2,325.00	\$ 32,434.58
TOTAL:	\$ 1,845,062.50	\$ 1,598,986.34	\$ 68,411.00	\$ 177,665.16

***Construction contract numbers based on June 2024 pay application.**

Description of Phase 3 & 4 Improvements

Utilities - All wastewater lines and potable water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, lift stations, equipment and appurtenances thereto, located within or upon the rights-of-ways designated as Tract A (Public Roadways), Tract "L" (Lift Station) and all "Public Utility Easements," each as identified in the plat known as Caldera Phases 3&4, recorded at Plat Book 47, Pages 1 through 7 of the Official Records of Hernando County, Florida.

Surface Water Management – All drainage and surface water management systems, including but not limited to sod, surface water structures, and pipes, located within Tracts B-1, and B-2 (Buffers), Tracts D-1, D-2, D-3, D-4, D-5 and D-6 (Drainage), Tracts S-1, S-2, and S-3 (Open Space) and the "Drainage and Access Easements," as identified in the plat known as Caldera Phases 3&4, recorded at Plat Book 47, Pages 1 through 7 of the Official Records of Hernando County, Florida.

Roadways – All subdivision roadways including the surface asphalt, base, subgrade, roadway curb and gutter, striping and signage, and sidewalks abutting non-lot lands, located within the rights-of-ways designated as Tract A (Public Roadways) and named Sterling Hill Boulevard, Obsidian Drive, Feldspar Lane, and Goldfoil Road, Benham Rise Road, Tambora Court, Hornbeam Road as identified in the plat known as Caldera Phases 3&4, recorded at Plat Book 47, Pages 1 through 7 of the Official Records of Hernando County, Florida.

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 to or in any way connected with the development, construction and ownership of the public improvements for this project as described in the *Engineer's Report*, dated June 2023 as amended by the *Supplemental Engineer's Report*, dated February 21, 2024.

Total for all the foregoing:

Improvement	Total Amount	Amount Paid to Date	Balance to Finish	Retainage to Date
Earthwork	\$ 4,284,921.50	\$ 3,660,604.45	\$ 217,583.20	\$ 406,733.85
Roadways	\$ 2,892,656.00	\$ 1,016,231.77	\$ 1,763,509.57	\$ 112,914.66
Potable Water	\$ 1,329,831.00	\$ 1,089,647.93	\$ 119,111.05	\$ 121,072.02
Wastewater	\$ 2,322,841.00	\$ 1,503,953.30	\$ 651,781.75	\$ 167,105.95
Surface Water Management	\$ 1,754,138.50	\$ 1,506,112.64	\$ 80,680.00	\$ 167,345.86
TOTAL:	\$ 12,584,388.00	\$ 8,776,550.09	\$ 2,832,665.57	\$ 975,172.34

***Construction contract numbers based on June 2024 pay application.**

Caldera Phase 2 Plat

GeoPoint
Surveying, Inc.

BEING ALL OF PACT F-Z, CALLED AND MADE AS IS, AS RECORDED IN PLAT BOOK #1, PAGES 30-35 OF THE PUBLIC RECORDS OF
HERNANDO COUNTY, FLORIDA; 1/4 LG. N. SECTION 16, TOWNSHIP 23 SOUTH, RANGE 18 EAST, HERNANDO COUNTY, FLORIDA

NOTE:
ALL PLANS ARE JERRY LAWLER'S SMALL PRINTED PUBLICATIONS.
INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION
SERVICES PROVIDED BY NADIA SERVICE ENTERPRISES, LTD. THE
FOLLOWING IS SUBJECT TO OUR OTHER PUBLICATIONS.

NOTE
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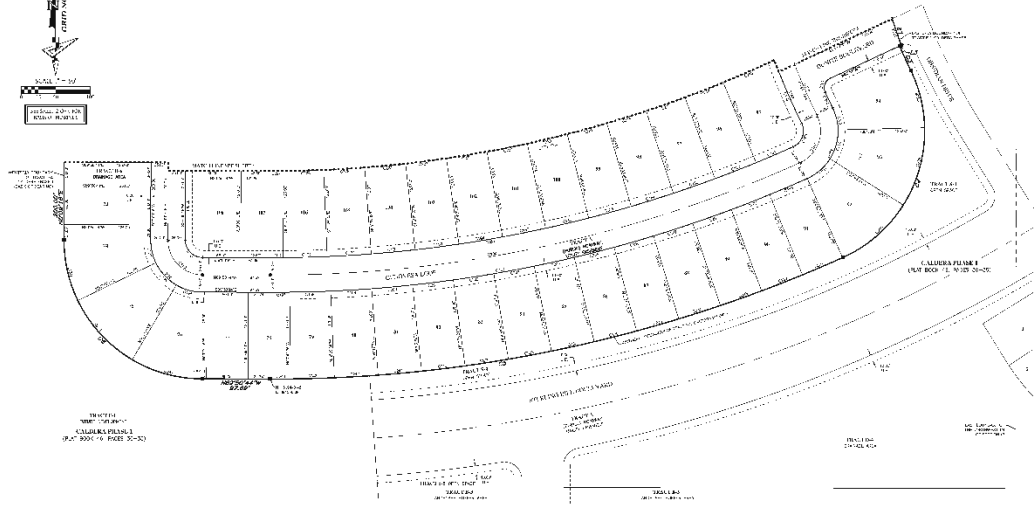
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GeoPoint
Surveying, Inc.
2180 W. 10th St.
Casper, WY 82401
SHEET 2 OF 4 SHEETS

CALDERA PHASE 2 BEING ALL OF PLAT 2-C CALDERA PHASE 1, AS RECORDED IN PLAT BOOK 40, PAGES 33-39; OF THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA, IN SECTION 16, TOWNSHIP 30 SOUTH, RANGE 18 EAST, HERNANDO COUNTY, FLORIDA.

PLAT BOOK PAGE NO.



SECTION 16
 TOWNSHIP 30 SOUTH
 RANGE 18 EAST
 HERNANDO COUNTY, FLORIDA

CORNER DATA				CORNER DATA				CORNER DATA				CORNER DATA			
NO.	BEARING	LENGTH	AREA	NO.	BEARING	LENGTH	AREA	NO.	BEARING	LENGTH	AREA	NO.	BEARING	LENGTH	AREA
1	N 00° 00' 00" E	100.00	100.00	1	N 00° 00' 00" E	100.00	100.00	1	N 00° 00' 00" E	100.00	100.00	1	N 00° 00' 00" E	100.00	100.00
2	S 00° 00' 00" E	100.00	100.00	2	S 00° 00' 00" E	100.00	100.00	2	S 00° 00' 00" E	100.00	100.00	2	S 00° 00' 00" E	100.00	100.00
3	W 00° 00' 00" E	100.00	100.00	3	W 00° 00' 00" E	100.00	100.00	3	W 00° 00' 00" E	100.00	100.00	3	W 00° 00' 00" E	100.00	100.00
4	E 00° 00' 00" E	100.00	100.00	4	E 00° 00' 00" E	100.00	100.00	4	E 00° 00' 00" E	100.00	100.00	4	E 00° 00' 00" E	100.00	100.00

CORNER DATA				CORNER DATA			
NO.	BEARING	LENGTH	AREA	NO.	BEARING	LENGTH	AREA
1	N 00° 00' 00" E	100.00	100.00	1	N 00° 00' 00" E	100.00	100.00
2	S 00° 00' 00" E	100.00	100.00	2	S 00° 00' 00" E	100.00	100.00
3	W 00° 00' 00" E	100.00	100.00	3	W 00° 00' 00" E	100.00	100.00
4	E 00° 00' 00" E	100.00	100.00	4	E 00° 00' 00" E	100.00	100.00

UNIT: 1/4 INCH = 1 FOOT
 1/4 INCH = 1 FOOT
 1/4 INCH = 1 FOOT



THIS PLAT IS A REPRODUCTION OF THE ORIGINAL PLAT AND IS NOT A SUBSTITUTE THEREFOR. IT IS THE RESPONSIBILITY OF THE PLATTEE TO OBTAIN A TRUE AND CORRECT COPY OF THE ORIGINAL PLAT FOR RECORDING. THE PLATTEE IS RESPONSIBLE FOR THE ACCURACY OF THE DATA AND THE CORRECTNESS OF THE PLAT. THE PLATTEE IS NOT RESPONSIBLE FOR THE ACCURACY OF THE DATA OR THE CORRECTNESS OF THE PLAT. THE PLATTEE IS NOT RESPONSIBLE FOR THE ACCURACY OF THE DATA OR THE CORRECTNESS OF THE PLAT.

NOTES:
 1. THE PLAT IS A REPRODUCTION OF THE ORIGINAL PLAT AND IS NOT A SUBSTITUTE THEREFOR.
 2. THE PLATTEE IS RESPONSIBLE FOR THE ACCURACY OF THE DATA AND THE CORRECTNESS OF THE PLAT.
 3. THE PLATTEE IS NOT RESPONSIBLE FOR THE ACCURACY OF THE DATA OR THE CORRECTNESS OF THE PLAT.

SHEET 5 OF 4 SHEETS

BILL OF SALE
[PHASES 3 AND 4 ROADWAY IMPROVEMENTS]

KNOW ALL MEN BY THESE PRESENTS, that **CALDERA COMMUNITY DEVELOPMENT DISTRICT**, a special purpose unit of local government established under Chapter 190, *Florida Statutes*, whose address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (hereinafter referred to as SELLER or DISTRICT), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, from **HERNANDO COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is Board of County Commissioners, 15470 Flight Path Drive, Brooksville, Florida 34604 (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 described property, assets and rights, to-wit:

The following improvements, located on portions of the real property as shown on the plat known as Caldera Phases 3&4, recorded at Plat Book 47, Page(s) 1-7 of the Official Records of Hernando County, Florida:

All subdivision roadways including the surface asphalt, base, subgrade, roadway curb and gutter, striping and signage, and sidewalks abutting non-lot lands, located within the rights-of-ways designated as Tract A (Public Roadways) and named Sterling Hill Boulevard, Obsidian Drive, Feldspar Lane, and Goldfoil Road, Benham Rise Road, Tambora Court, Hornbeam Road as identified in the plat known as Caldera Phases 3&4, recorded at Plat Book 47, Pages 1 through 7 of the Official Records of Hernando County, Florida.

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

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

[continued next page]

IN WITNESS WHEREOF, the SELLER has hereunto set its hand and seal, by and through its duly authorized representatives, this 19 day of August, 2024.

WITNESSES:

Signature: [Signature]
Print Name: JAMES TAYLOR

Signature: [Signature]
Print Name: TENTATIVE

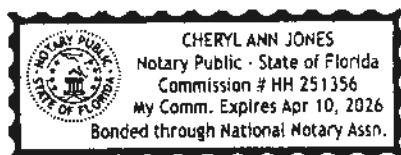
**CALDERA COMMUNITY DEVELOPMENT
DISTRICT**

By: [Signature]
Its: Brady Lefere
Chair

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 19th day of AUGUST, 2024, by BRADY LEFERE as CHAIR of Caldera Community Development District, who is personally known to me or has produced _____ as identification.

(NOTARY SEAL)



[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

Name: CHERYL ANN JONES
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

BILL OF SALE
[PHASES 3 AND 4 UTILITY IMPROVEMENTS]

KNOW ALL MEN BY THESE PRESENTS, that **CALDERA COMMUNITY DEVELOPMENT DISTRICT**, a special purpose unit of local government established under Chapter 190, *Florida Statutes*, whose address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (hereinafter referred to as SELLER or DISTRICT), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, from **HERNANDO COUNTY WATER AND SEWER DISTRICT**, whose address is 15365 Cortez Boulevard, Brooksville, Florida 34613 (hereinafter referred to as COUNTY UTILITY) has granted, bargained, sold, transferred, conveyed and delivered to the COUNTY UTILITY, its executors, administrators, successors and assigns forever, the following described property, assets and rights, to-wit:

All wastewater lines and potable water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, lift stations, equipment and appurtenances thereto, located within or upon the rights-of-ways designated as Tract A (Public Roadways), Tract "L" (Lift Station) and all "Public Utility Easements," each as identified in the plat known as Caldera Phases 3&4, recorded at Plat Book 47, Pages 1 through 7 of the Official Records of Hernando County, Florida.

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

AND the SELLER hereby covenants to and with the COUNTY UTILITY 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.

[continued next page]

IN WITNESS WHEREOF, the SELLER has hereunto set its hand and seal, by and through its duly authorized representatives, this 19 day of August, 2024.

WITNESSES:

Signature: [Signature]
Print Name: JAMES TAYLOR

Signature: [Signature]
Print Name: TEAH ADRIAN

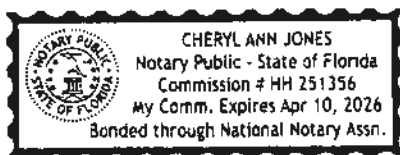
**CALDERA COMMUNITY DEVELOPMENT
DISTRICT**

By: [Signature]
Its: Brady Lefere
Chair

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or online notarization, this 19th day of AUGUST, 2024, by BRADY LEFERE as CHAIR of Caldera Community Development District, who is personally known to me or has produced _____ as identification.

(NOTARY SEAL)



[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

Name: CHERYL ANN JONES
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

WHEREFORE, the County Utility and Seller have executed this Bill of Sale as of this _____ day of _____, 2024.

WITNESSES:

**HERNANDO COUNTY WATER AND SEWER DISTRICT
BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA, AS THE
GOVERNING BOARD OF THE HERNANDO
COUNTY WATER AND SEWER DISTRICT**

Signature: _____
Print Name: _____

By: _____
Its: _____

Signature: _____
Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2024, by _____, for and on behalf of the Hernando County Utilities Department, who is personally known to me or has produced _____ as identification.

(NOTARY SEAL)

NOTARY PUBLIC, STATE OF _____

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

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

Alyssa Willson, Esquire
Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301

(This space reserved for Clerk)

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made to be effective as of the 19 day of August 2024, by and between **PULTE HOME COMPANY, LLC**, a Michigan limited liability company, with an address of 2662 Falkenburg Road, Riverview, Florida 33578 ("Grantor"), and **CALDERA COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Hernando County, Florida, and whose mailing address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("Grantee").

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

WITNESSETH

THAT GRANTOR, for good and valuable consideration to it in hand paid by Grantee, the receipt and sufficiency whereof are hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in the County of Hernando, State of Florida, and described more particularly below ("Property"):

Tracts B-1, B-2, and B-3 (Buffers), Tracts D-1, D-2, D-3, D-4, and D-5 (Drainage), and Tracts S-1, S-2, S-3, S-4, and S-5 (Open Space) as identified in the plat known as Caldera Phase 1, recorded at Plat Book 46, Pages 30 through 35, of the Official Records of Hernando County, Florida.

Tracts B-1, and B-2 (Buffers), Tracts D-1, D-2, D-3, D-4, D-5 and D-6 (Drainage), and Tracts S-1, S-2, and S-3 (Open Space) as identified in the plat known as Caldera Phases 3&4, recorded at Plat Book 47, Pages 1 through 7 of the Official Records of Hernando County, Florida.

TOGETHER with all 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 reimpose the same.

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

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; and 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.

GRANTOR represents that Grantor has complied with the requirements 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 construct, install, maintain, repair, plant, mow, cultivate, irrigate, improve and care for all amenity, landscaping, hardscaping, irrigation, lighting, conservation 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 to maintain, repair or replace any part of the Property or improvements located thereon.

[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.

WITNESSES

PULTE HOME COMPANY, LLC

By: [Signature]
 Name: Brian Lefler
 Address: 2662 S Falkenburg Road
Riverview, FL 33578

By: [Signature]
 Name: Ray Aponte
 Title: Director of Land Development

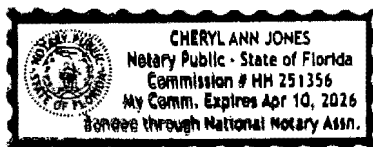
By: [Signature]
 Name: JAMES TAYLOR
 Address: 2662 S Falkenburg Road
Riverview, FL 33578

STATE OF FLORIDA
 COUNTY OF CLATSOP

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 19 day of AUGUST, 2024, by Ray Aponte, as Director of Land Development of Pulte Home Company, LLC, a Michigan limited liability company, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

[Signature]
 NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)



Name: CHERYL ANN JONES
 (Name of Notary Public, Printed, Stamped or
 Typed as Commissioned)

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

This instrument was prepared by:

Alyssa Willson, Esquire
Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made as of the 19 day of August, 2024, by **PULTE HOME COMPANY, LLC**, a Michigan limited liability company, with an address of 2662 Falkenburg Road, Riverview, Florida 33578 ("**Grantor**"), and **CALDERA COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Hernando County, Florida, and whose mailing address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District**" or "**Grantee**").

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

WITNESSETH:

WHEREAS, the District is responsible for the drainage system serving the community; and

WHEREAS, for the benefit of Grantee and its landowners and residents, and consistent with the Plats, Grantor desires to memorialize the prior grant by plat to Grantee of easement rights to access and maintain the master drainage and other improvements ("**Improvements**"), located within certain easement areas identified herein; and

WHEREAS, Grantor acknowledges and agrees that the grant of easements hereunder shall not be interpreted as a grant of the Improvements, which may be done by separate bill of sale.

NOW THEREFORE, Grantor, for good and valuable consideration to it in hand paid by Grantee, the receipt and sufficiency whereof are hereby acknowledged, hereby grants, bargains and conveys to Grantee forever, the following non-exclusive, perpetual easement rights as more particularly described below:

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

2. Grant of Non-Exclusive Easement. Grantor hereby grants to the District, its successors, and assigns, the following "**Easements**" on the areas ("**Easement Areas**") identified below:

a) A perpetual, non-exclusive drainage easement for access, ingress, egress, installation, construction, operation, maintenance, repair and replacement of stormwater improvements located within those certain "Drainage and Access Easements," identified in the plat known as Caldera Phase 1, recorded at Plat Book 46, Pages 30-35, of the Official Records of Hernando County, Florida.

b) A perpetual, non-exclusive drainage easement for access, ingress, egress, installation, construction, operation, maintenance, repair and replacement of stormwater improvements located within those certain "Drainage and Access Easements," identified in the plat known as Caldera Phases 3&4, recorded at Plat Book 47, Pages 1-7, of the Official Records of Hernando County, Florida.

3. Inconsistent Use. Grantor agrees and covenants that it shall not exercise any rights in the Easement Areas inconsistent with, or which unreasonably interfere with, the rights herein afforded to Grantee.

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 Easement Areas, and be binding upon, and for the benefit of, successors and assigns in interest to the Easement Areas.

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

7. Enforcement of Agreement. In the event that either Grantee or Grantor seeks 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 Grantor and counsel(s) for Grantee may deliver Notice on behalf of the Grantor 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 Improvements to a third party without the consent of the Grantor.

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 Hernando County, Florida.

11. Public Records. Grantor understands and agrees 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, Grantor and Grantee have caused these presents to be executed on the day and year first above written.

WITNESSES

PULTE HOME COMPANY, LLC

By: [Signature]
Name: Brady Lefr
Address: 2662 S Falkenburg Road
Riverview, FL 33578

By: [Signature]
Name: Ray Aponte
Title: Director of Land Development

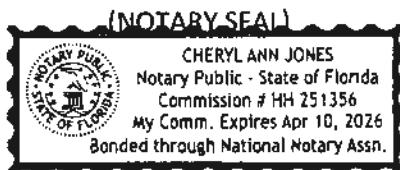
By: [Signature]
Name: JAMES TAYLOR
Address: 2662 S Falkenburg Road
Riverview, FL 33578

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 19 day of AUGUST, 2024, by Ray Aponte, as Director of Land Development of Pulte Home Company, a Michigan limited liability company, 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.

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

Name: CHERYL ANN JONES
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)



[Signatures continue on following page]

WITNESSES

**CALDERA COMMUNITY DEVELOPMENT
DISTRICT**

By: [Signature]
Name: JAMES TAYLOR
Address: 2662 S Falkenburg Road
Riverview, FL 33578

By: [Signature]
Name: Brady Lefere
Title: Chair

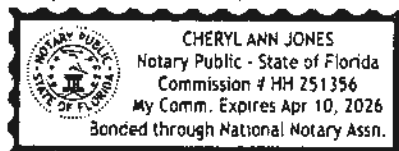
By: [Signature]
Name: TAMARA
Address: 2662 S Falkenburg Road
Riverview, FL 33578

STATE OF FLORIDA
COUNTY OF HELLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 19 day of AUGUST, 2024, by BRADY LEFERE as CHAIR of the Caldera 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.

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)



Name: CHERYL ANN JONES
(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.

**DISTRICT ENGINEER'S CERTIFICATE
[PHASES 1, 2, 3 AND 4 IMPROVEMENTS]**

August 20, 2024

Board of Supervisors
Caldera Community Development District

Re: Acquisition of Improvements

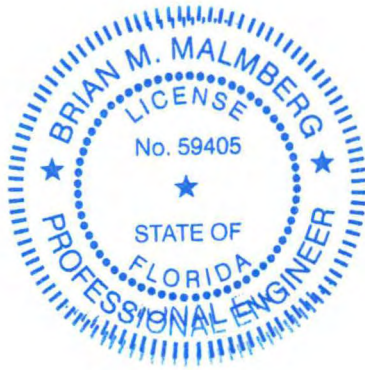
Ladies and Gentlemen:

The undersigned is a representative of Coastal Engineering Associates, Inc. ("**District Engineer**"), as District Engineer for the Caldera Community Development District ("**District**") and does hereby make the following certifications in connection with the District's acquisition from Pulte Home Company, LLC ("**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 June 2023, as supplemented by the Supplemental Engineer's Report dated February 21, 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.

[signature next page]



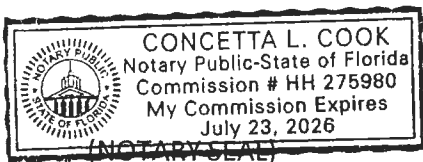
COASTAL ENGINEERING ASSOCIATES, INC.



Brian Malmberg, P.E.
Florida Registration No. 59405
District Engineer

STATE OF Florida
COUNTY OF Hernando

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 20th day of August, 2024, by Brian Malmberg as Director of Engineering of Coastal Engineering Associates, Inc., a Florida corporation, 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 ID. as identification.





NOTARY PUBLIC, STATE OF Florida
Name: Concetta L. Cook
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

EXHIBIT A

Description of Phase 1 Improvements

Surface Water Management – All drainage and surface water management systems, including but not limited to sod, surface water structures, and pipes, located within Tracts B-1, B-2, and B-3 (Buffers), Tracts D-1, D-2, D-3, D-4, and D-5 (Drainage), Tracts S-1, S-2, S-3, S-4, and S-5 (Open Space) and the “Drainage and Access Easements,” as identified in the plat known as Caldera Phase 1, recorded at Plat Book 46, Pages 30 through 35, of the Official Records of Hernando County, Florida.

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 to or in any way connected with the development, construction and ownership of the public improvements for this project as described in the *Engineer's Report*, dated June 2023 as amended by the *Supplemental Engineer's Report*, dated February 21, 2024.

Total for all the foregoing¹:

Improvement	Total Amount	Amount Paid to Date	Balance to Finish	Retainage to Date
Earthwork	\$ 734,047.50	\$ 655,487.10	\$ 5,728.50	\$ 72,831.90
Roadways	\$ 1,647,925.50	\$ 1,483,132.93	\$ -	\$ 164,792.57
Potable Water	\$ 652,849.50	\$ 587,564.51	\$ -	\$ 65,284.99
Wastewater	\$ 1,343,549.75	\$ 1,209,194.76	\$ -	\$ 134,354.99
Surface Water Management	\$ 726,317.50	\$ 653,685.74	\$ -	\$ 72,631.76
TOTAL:	\$ 5,104,689.75	\$ 4,589,065.04	\$ 5,728.50	\$ 509,896.21

***Construction contract numbers based on June 2024 pay application.**

¹ The amounts identified in the table above include the actual cost of constructing and/or creating roadways, potable, and wastewater improvements previously conveyed to the District by the Developer via that certain *Bill of Sale [Phase 1 Roadway and Offsite Improvements]* dated April 8, 2024, and that certain *Bill of Sale [Phase 1 Utility Improvements]* dated April 8, 2024. Pursuant to the terms of the Acquisition Agreement, the Developer now wishes to include the actual cost of constructing and/or creating the previously conveyed improvements as part of the total actual cost of constructing and/or creating the Phases 1, 2, 3, and 4 Improvements

Description of Phase 2 Improvements

Utilities - All wastewater lines and potable water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, lift stations, equipment and appurtenances thereto, located within or upon the rights-of-ways designated as Tract A (Public Roadways) and all "Public Utility Easements," each as identified in the plat known as Caldera Phase 2. The Caldera Phase 2 plat is anticipated to be approved by Hernando County in October of 2024, and is attached hereto as Exhibit B.

Surface Water Management – All drainage and surface water management systems, including but not limited to sod, surface water structures, and pipes, located within Tract A (Public Roadways, Tracts D-6 & D-7 (Drainage Tracts) and the "Drainage and Access Easements," as identified in the plat known as Caldera Phase 2. The Caldera Phase 2 plat is anticipated to be approved by Hernando County in October of 2024, and is attached hereto as Exhibit B.

Roadways – All subdivision roadways including the surface asphalt, base, subgrade, roadway curb and gutter, striping and signage, and sidewalks abutting non-lot lands, located within the rights-of-ways designated as Tract A (Public Roadways) and named Genovesa Loop and Dunite Boulevard as identified in the plat known as Caldera Phase 2. The Caldera Phase 2 plat is anticipated to be approved by Hernando County in October of 2024, and is attached hereto as Exhibit B.

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Total for all the foregoing:

Improvement	Total Amount	Amount Paid to Date	Balance to Finish	Retainage to Date
Earthwork	\$ 591,750.00	\$ 527,419.35	\$ 5,728.50	\$ 58,602.15
Roadways	\$ 430,894.75	\$ 338,046.52	\$ 55,287.50	\$ 37,560.73
Potable Water	\$ 231,683.00	\$ 207,799.20	\$ 795.00	\$ 23,088.80
Wastewater	\$ 264,064.00	\$ 233,810.10	\$ 4,275.00	\$ 25,978.90
Surface Water Management	\$ 326,670.75	\$ 291,911.17	\$ 2,325.00	\$ 32,434.58
TOTAL:	\$ 1,845,062.50	\$ 1,598,986.34	\$ 68,411.00	\$ 177,665.16

**Construction contract numbers based on June 2024 pay application.*

Description of Phase 3 & 4 Improvements

Utilities - All wastewater lines and potable water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, lift stations, equipment and appurtenances thereto, located within or upon the rights-of-ways designated as Tract A (Public Roadways), Tract "L" (Lift Station) and all "Public Utility Easements," each as identified in the plat known as Caldera Phases 3&4, recorded at Plat Book 47, Pages 1 through 7 of the Official Records of Hernando County, Florida.

Surface Water Management – All drainage and surface water management systems, including but not limited to sod, surface water structures, and pipes, located within Tracts B-1, and B-2 (Buffers), Tracts D-1, D-2, D-3, D-4, D-5 and D-6 (Drainage), Tracts S-1, S-2, and S-3 (Open Space) and the "Drainage and Access Easements," as identified in the plat known as Caldera Phases 3&4, recorded at Plat Book 47, Pages 1 through 7 of the Official Records of Hernando County, Florida.

Roadways – All subdivision roadways including the surface asphalt, base, subgrade, roadway curb and gutter, striping and signage, and sidewalks abutting non-lot lands, located within the rights-of-ways designated as Tract A (Public Roadways) and named Sterling Hill Boulevard, Obsidian Drive, Feldspar Lane, and Goldfoil Road, Benham Rise Road, Tambora Court, Hornbeam Road as identified in the plat known as Caldera Phases 3&4, recorded at Plat Book 47, Pages 1 through 7 of the Official Records of Hernando County, Florida.

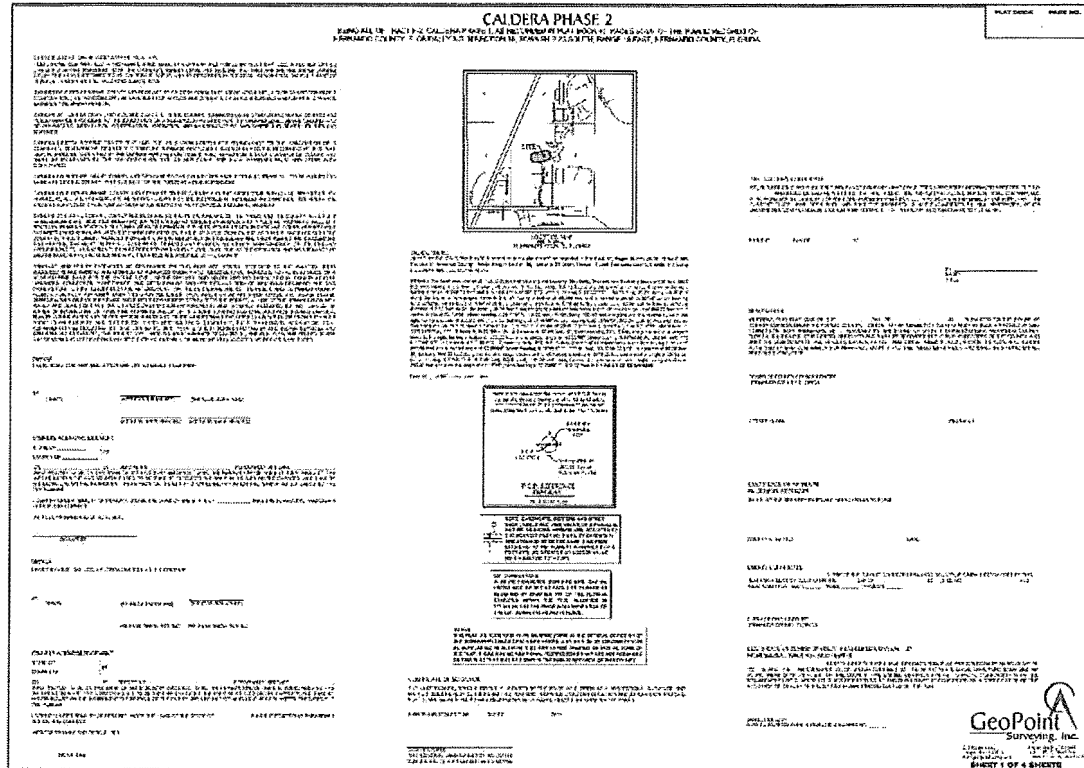
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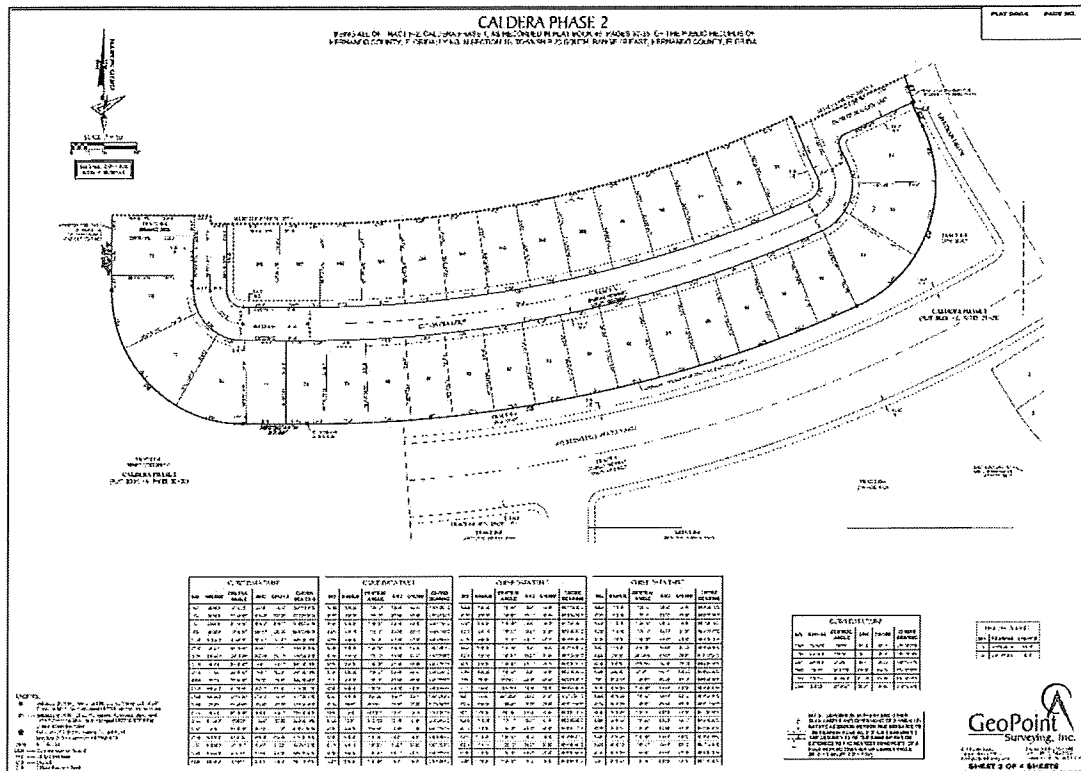
Improvement	Total Amount	Amount Paid to Date	Balance to Finish	Retainage to Date
Earthwork	\$ 4,284,921.50	\$ 3,660,604.45	\$ 217,583.20	\$ 406,733.85
Roadways	\$ 2,892,656.00	\$ 1,016,231.77	\$ 1,763,509.57	\$ 112,914.66
Potable Water	\$ 1,329,831.00	\$ 1,089,647.93	\$ 119,111.05	\$ 121,072.02
Wastewater	\$ 2,322,841.00	\$ 1,503,953.30	\$ 651,781.75	\$ 167,105.95
Surface Water Management	\$ 1,754,138.50	\$ 1,506,112.64	\$ 80,680.00	\$ 167,345.86
TOTAL:	\$ 12,584,388.00	\$ 8,776,550.09	\$ 2,832,665.57	\$ 975,172.34

**Construction contract numbers based on June 2024 pay application.*

Caldera Phase 2 Plat







CONTRACTOR ACKNOWLEDGMENT AND RELEASE
[PHASES 1, 2, 3 AND 4 IMPROVEMENTS]

THIS ACKNOWLEDGMENT & RELEASE ("Release") is made to be effective the ____ day of _____, 2024, by **RIPA & Associates, LLC**, a Florida limited liability company, with an address of 1409 Tech Boulevard, Suite 1, Tampa, Florida 33619 ("**Contractor**"), in favor of the **Caldera Community Development District ("District")**, which is a local unit of special-purpose government situated in Hernando County, Florida, with an address of c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

RECITALS

WHEREAS, pursuant to those certain contracts, the *Work Order to Master Land Trade Agreement, Caldera Phases 1 & 2*, dated June 8, 2023, and the *Work Order to Master Land Trade Agreement, Caldera Phases 3 & 4, Mass Grading Phase 5*, dated August 25, 2023 (together, "**Contract**"), and between Contractor and Pulte Home Company, LLC, a Michigan limited liability company ("**Developer**"), Contractor has constructed for Developer certain infrastructure improvements, as described in **Exhibit A ("Improvements")**; and

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

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

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

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

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

4. CERTIFICATION. Except as set forth herein, Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the

Improvements. Contractor further certifies that, except as set forth herein, no outstanding requests for payment exist related to the Improvements, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements. Except as set forth herein, this document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer or District for the Improvements.

Notwithstanding anything to the contrary herein, Contractor is owed **\$4,569,538.63** (including balance to finish and retainage) related to the Improvements and understands that such amounts shall be paid by Developer. The effectiveness of this Acknowledgment and Release is contingent upon such payment being timely made.

[signature next page]

RIPA & ASSOCIATES, LLC



By: Chris LaFace

Its: CEO & President

STATE OF Hillsborough

COUNTY OF Florida

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 19th day of August, 2024, by Chris LaFace as CEO & President of RIPA & Associates, LLC, a Florida limited liability company, 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 N/A as identification.



NOTARY PUBLIC, STATE OF Florida

(NOTARY SEAL)



Name: Michelle Furey

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

EXHIBIT A

Description of Phase 1 Improvements

Surface Water Management – All drainage and surface water management systems, including but not limited to sod, surface water structures, and pipes, located within Tracts B-1, B-2, and B-3 (Buffers), Tracts D-1, D-2, D-3, D-4, and D-5 (Drainage), Tracts S-1, S-2, S-3, S-4, and S-5 (Open Space) and the “Drainage and Access Easements,” as identified in the plat known as Caldera Phase 1, recorded at Plat Book 46, Pages 30 through 35, of the Official Records of Hernando County, Florida.

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Total for all the foregoing¹:

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Description of Phase 2 Improvements

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TOTAL:	\$ 12,584,388.00	\$ 8,776,550.09	\$ 2,832,665.57	\$ 975,172.34

***Construction contract numbers based on June 2024 pay application.**

Caldera Phase 2 Plat

GeoPoint
Surveying, Inc.

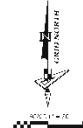
4775 BAYVIEW
SUITE 100
CONROE, TEXAS 77385

PHONE: 281-380-0000
FAX: 281-380-0001
WWW.GEOPPOINT.COM

SHEET 1 OF 4 SHEETS

BEING ALL OF: HACT 1-2, CALLED & KNOWN AS: 1, AS RECORDED IN PLAT BOOK #1, PAGES 30-35 OF THE PUBLIC RECORDS OF
HERNANDO COUNTY, = ORIGIN: 1/16/83, N SECTION 16, TOWNSHIP 23 SOUTH, RANGE 18 EAST, HERNANDO COUNTY, FLORIDA

PLAY BOOK	PAGE NO.
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BASIS OF REACTIONS

THE UNITED STATES OF AMERICA
DO hereby certify that
JOHN F. KENNEDY was elected
President of the United States
on November 3, 1960, and
that LYNDON B. JOHNSON was
elected Vice President of the
United States on the same
day.

TRACT DESIGNATION TABLE

TRACT	ACREAGE	USE
A	2.000	(F) J. C. BORDAVAL, L.T. & TV DASHMEAT
B-C	2.000	DEVELOP/ST. WETLANDS
D-E	2.000	DEVELOP/ST. WETLANDS

NOTE:
ALL PLANS BY JERRY BARKER © SMALL PRINTS FOR WAREHOUSES.
INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION
SERVICES PROVIDED TO MAXI SERVICE INTERESTS BY THE
CABLE CHANNELS, CABLE AND BROADCASTING COMPANY, INC.

NOTE
A. I. THRU B. THRU (ENTER) A. C. 0.0/0.00 AND
NORMAL. NO OTHERS OF THIS TYPE WILL BE
AS NOT-BAD. ONLY.

THESE INDIVIDUALS WERE IDENTIFIED AS
SUSPECTS AND DOWNFALLING OF A PATROL
WAS BEING CONSIDERED IN A NEW CASE OF
THE "WINTER" CASE OF 1971. THE FBI
WAS ASSIGNED TO BE THE SANCTIONED
COUNCIL TO THE NEWEST FORMATION OF A
REVENUE AND FINANCE OF THE FEDERAL
GOVERNMENT.

TABLE 2-1-1 (continued)		
FIG.	DESCRIPTION	LOCATION
1	100% 100%	100%
2	100% 100%	100%
3	100% 100%	100%

CAPITAL DATA TABLE

NO.	NAME	DATE OF BIRTH	AGE	SEX	STATUS	REMARKS
1	JOHN	1975-01-01	25	M	Single	Good
2	MARY	1978-03-15	22	F	Married	Good
3	JOHN	1980-05-20	20	M	Single	Good
4	MARY	1982-07-10	18	F	Single	Good
5	JOHN	1985-09-05	15	M	Single	Good
6	MARY	1988-11-25	12	F	Single	Good
7	JOHN	1990-01-10	10	M	Single	Good
8	MARY	1992-03-05	8	F	Single	Good
9	JOHN	1995-05-20	5	M	Single	Good
10	MARY	1998-07-15	3	F	Single	Good

54. *Journal of the American Statistical Association*, 93(463):1279-1285, 1998.

FLAT NOTES:

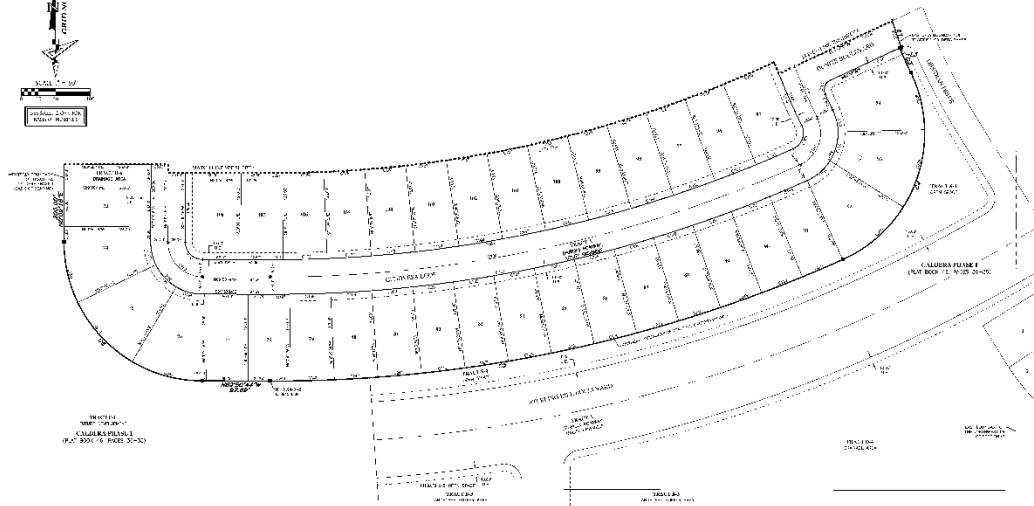
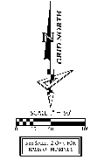
[illegible]

1. The first step in the process of the development of the business plan is the identification of the business opportunity. This involves a thorough analysis of the market, the industry, and the competition. The next step is to conduct a feasibility study, which involves assessing the financial viability of the business plan. This is followed by the development of a business plan, which is a document that outlines the business's goals, objectives, and strategies. The final step is to implement the business plan, which involves putting the plan into action and monitoring its progress.

GeoPoint
Surveying, Inc.

CALDERA PHASE 2
BEING ALL OF PACT #2 CALDERA PHASE 1, AS RECORDED IN PLAT BOOK #1 PAGES 35-36 OF THE PUBLIC RECORDS OF
HERNANDO COUNTY, FLORIDA; TO W.G. N SECTION 10, TOWNSHIP 23 SOUTH, RANGE 18 EAST, HERNANDO COUNTY, FLORIDA

PLAT BOOK	PAGE NO.
-----------	----------



CONTRACTOR					CONTRACT					CONTRACT VALUE					CONTRACT STATUS									
NO.	NAME	TYPE	DATE	STATUS	NO.	NAME	TYPE	DATE	STATUS	NO.	NAME	TYPE	DATE	STATUS	NO.	NAME	TYPE	DATE	STATUS					
1	ABC	CON	1/1/2018	OPEN	2	DEF	CON	2/1/2018	CLOSED	3	GHI	CON	3/1/2018	OPEN	4	JKL	CON	4/1/2018	CLOSED	5	MNO	CON	5/1/2018	OPEN
6	PQR	CON	6/1/2018	CLOSED	7	STU	CON	7/1/2018	OPEN	8	VWX	CON	8/1/2018	CLOSED	9	YZA	CON	9/1/2018	OPEN	10	BCD	CON	10/1/2018	CLOSED
11	EFG	CON	11/1/2018	OPEN	12	HIJ	CON	12/1/2018	CLOSED	13	KLM	CON	1/1/2019	OPEN	14	NOP	CON	2/1/2019	CLOSED	15	QRS	CON	3/1/2019	OPEN
16	TUV	CON	4/1/2019	CLOSED	17	WXY	CON	5/1/2019	OPEN	18	ZAB	CON	6/1/2019	CLOSED	19	CDE	CON	7/1/2019	OPEN	20	FGH	CON	8/1/2019	CLOSED
21	IKL	CON	9/1/2019	OPEN	22	JMN	CON	10/1/2019	CLOSED	23	OPQ	CON	11/1/2019	OPEN	24	RST	CON	12/1/2019	CLOSED	25	UVW	CON	1/1/2020	OPEN
26	XYZ	CON	2/1/2020	CLOSED	27	ABC	CON	3/1/2020	OPEN	28	DEF	CON	4/1/2020	CLOSED	29	GHI	CON	5/1/2020	OPEN	30	JKL	CON	6/1/2020	CLOSED
31	MNO	CON	7/1/2020	OPEN	32	PQR	CON	8/1/2020	CLOSED	33	STU	CON	9/1/2020	OPEN	34	VWX	CON	10/1/2020	CLOSED	35	YZA	CON	11/1/2020	OPEN
36	BCD	CON	12/1/2020	CLOSED	37	EFG	CON	1/1/2021	OPEN	38	HIJ	CON	2/1/2021	CLOSED	39	KLM	CON	3/1/2021	OPEN	40	NOP	CON	4/1/2021	CLOSED
41	QRS	CON	5/1/2021	OPEN	42	TUV	CON	6/1/2021	CLOSED	43	WXY	CON	7/1/2021	OPEN	44	ZAB	CON	8/1/2021	CLOSED	45	CDE	CON	9/1/2021	OPEN
46	FGH	CON	10/1/2021	CLOSED	47	IKL	CON	11/1/2021	OPEN	48	JMN	CON	12/1/2021	CLOSED	49	OPQ	CON	1/1/2022	OPEN	50	RST	CON	2/1/2022	CLOSED
51	UVW	CON	3/1/2022	OPEN	52	XYZ	CON	4/1/2022	CLOSED	53	ABC	CON	5/1/2022	OPEN	54	DEF	CON	6/1/2022	CLOSED	55	GHI	CON	7/1/2022	OPEN
56	JKL	CON	8/1/2022	CLOSED	57	MNO	CON	9/1/2022	OPEN	58	PQR	CON	10/1/2022	CLOSED	59	STU	CON	11/1/2022	OPEN	60	VWX	CON	12/1/2022	CLOSED
61	YZA	CON	1/1/2023	OPEN	62	BCD	CON	2/1/2023	CLOSED	63	EFG	CON	3/1/2023	OPEN	64	HIJ	CON	4/1/2023	CLOSED	65	KLM	CON	5/1/2023	OPEN
66	NOP	CON	6/1/2023	CLOSED	67	QRS	CON	7/1/2023	OPEN	68	TUV	CON	8/1/2023	CLOSED	69	WXY	CON	9/1/2023	OPEN	70	ZAB	CON	10/1/2023	CLOSED
71	CDE	CON	11/1/2023	OPEN	72	FGH	CON	12/1/2023	CLOSED	73	IKL	CON	1/1/2024	OPEN	74	JMN	CON	2/1/2024	CLOSED	75	OPQ	CON	3/1/2024	OPEN
76	RST	CON	4/1/2024	CLOSED	77	UVW	CON	5/1/2024	OPEN	78	XYZ	CON	6/1/2024	CLOSED	79	ABC	CON	7/1/2024	OPEN	80	DEF	CON	8/1/2024	CLOSED
81	GHI	CON	9/1/2024	OPEN	82	JKL	CON	10/1/2024	CLOSED	83	MNO	CON	11/1/2024	OPEN	84	PQR	CON	12/1/2024	CLOSED	85	STU	CON	1/1/2025	OPEN
86	VWX	CON	2/1/2025	CLOSED	87	YZA	CON	3/1/2025	OPEN	88	BCD	CON	4/1/2025	CLOSED	89	EFG	CON	5/1/2025	OPEN	90	HIJ	CON	6/1/2025	CLOSED

GUY'S DATA TABLE					
ID	NAME	CENTRAL ANGLE	AGE	WEIGHT	GUY'S SENSOR
1000	1000000	10000	100	100	1000000
1001	1001000	10010	101	101	1001000
1002	1002000	10020	102	102	1002000
1003	1003000	10030	103	103	1003000
1004	1004000	10040	104	104	1004000
1005	1005000	10050	105	105	1005000

Year	1970-1980	1981-1990
1	1.74 (0.00)	3.14*
2	1.08 (0.00)	0.78*


GeoPoint
Surveying, Inc.
21111 14th Ave. S.W.
Burien, WA 98148
Phone: 206-835-1111
Fax: 206-835-1112
www.geopointinc.com

BILL OF SALE
[PHASE I UTILITY IMPROVEMENTS]

KNOW ALL MEN BY THESE PRESENTS, that **PULTE HOME COMPANY, LLC**, a Michigan limited liability company, with an address of 2662 South Falkenburg Road, Riverview, Florida 33578 (hereinafter referred to as SELLER), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, from **CALDERA COMMUNITY DEVELOPMENT DISTRICT**, a special purpose unit of local government established under Chapter 190, *Florida Statutes*, whose address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (hereinafter referred to as DISTRICT) has granted, bargained, sold, transferred, conveyed and delivered to the DISTRICT, its executors, administrators, successors and assigns forever, the following described property, assets and rights, to-wit:

All wastewater lines and potable water lines, including but not limited to all pipes, pumps, structures, fittings, valves, lift stations, fire hydrants, manholes, services, tees, laterals to the point of connection, facilities, equipment and appurtenances thereto, all located on portions of the real property as shown on the plat known as Caldera Phase I, Lying in Section 16, Township 23 South, Range 18 East, Hernando County, Florida, recorded in Plat Book 46, Page(s) 30-35 et seq. of the Official Records of Hernando County, Florida;

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

AND the SELLER hereby covenants to and with the DISTRICT 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 _____, 2024.

WITNESSES:

Signature: [Signature]
Print Name: JAMES TAYLOR

Signature: [Signature]
Print Name: Nora Deane

PULTE HOME COMPANY, LLC

By: [Signature]
Its: Vice President - Land Development

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 8th day of April, 2024, by Jeffrey Deason as VP - Land Development of Pulte Home Company, LLC, who is personally known to me or has produced _____ as identification.

(NOTARY SEAL)



KRISTEN L. DENNIS
Notary Public
State of Florida
Comm# HH425090
Expires 7/24/2027

Kristen L. Dennis
NOTARY PUBLIC, STATE OF Florida

Name: Kristen L. Dennis
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

WHEREFORE, the District and Seller have executed this Bill of Sale as of this 8 day of April, 2024.

WITNESSES:

Signature: [Signature]
Print Name: JAMES TAYLOR

Signature: [Signature]
Print Name: Nick DiCenzo

CALDERA COMMUNITY DEVELOPMENT DISTRICT

[Signature]
By: Brady Lefere
Its: Chairperson

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 8th day of April, 2024, by Brady Lefere as Chairperson of Caldera Community Development District, who is personally known to me or has produced _____ as identification.

(NOTARY SEAL)



KRISTEN L. DENNIS
Notary Public
State of Florida
Comm# HH425090
Expires 7/24/2027

Kristen L. Dennis
NOTARY PUBLIC, STATE OF Florida

Name: Kristen L. Dennis
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

BILL OF SALE
[PHASE I UTILITY IMPROVEMENTS]

KNOW ALL MEN BY THESE PRESENTS, that **CALDERA COMMUNITY DEVELOPMENT DISTRICT**, a special purpose unit of local government established under Chapter 190, *Florida Statutes*, whose address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (hereinafter referred to as SELLER or DISTRICT), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, from **HERNANDO COUNTY WATER AND SEWER DISTRICT**, whose address is 15365 Cortez Boulevard, Brooksville, Florida 34613 (hereinafter referred to as COUNTY UTILITY) has granted, bargained, sold, transferred, conveyed and delivered to the COUNTY UTILITY, its executors, administrators, successors and assigns forever, the following described property, assets and rights, to-wit:

All wastewater lines and potable water lines, including but not limited to all pipes, pumps, structures, fittings, valves, lift stations, fire hydrants, manholes, services, tees, laterals to the point of connection, facilities, equipment and appurtenances thereto, all located on portions of the real property as shown on the plat known as Caldera Phase I, Lying in Section 16, Township 23 South, Range 18 East, Hernando County, Florida, recorded in Plat Book 46, Page(s) 30-35 et seq. of the Official Records of Hernando County, Florida;

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

AND the SELLER hereby covenants to and with the COUNTY UTILITY 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 _____, 2024.

WITNESSES:

Signature: _____

Print Name: JAMES TAYLOR

Signature: _____

Print Name: Nick Dicenso

CALDERA COMMUNITY DEVELOPMENT
DISTRICT

By: _____

Its: _____

STATE OF FLORIDA

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 8th day of April, 2024, by Brady Lefere as Chairperson of Caldera Community Development District, who is personally known to me or has produced _____ as identification.

(NOTARY SEAL)



KRISTEN L. DENNIS
Notary Public
State of Florida
Comm# HH425090
Expires 7/24/2027

Kristen L. Dennis
NOTARY PUBLIC, STATE OF Florida

Name: Kristen L. Dennis

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

WHEREFORE, the County Utility and Seller have executed this Bill of Sale as of this _____ day of _____, 2024.

WITNESSES:

**HERNANDO COUNTY WATER AND SEWER DISTRICT
BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA, AS THE
GOVERNING BOARD OF THE HERNANDO
COUNTY WATER AND SEWER DISTRICT**

Signature: _____

Print Name: _____

By: _____

Its: _____

Signature: _____

Print Name: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2024, by _____, for and on behalf of the Hernando County Utilities Department, who is personally known to me or has produced _____ as identification.

(NOTARY SEAL)

NOTARY PUBLIC, STATE OF _____

Name: _____

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

BILL OF SALE
[PHASE I ROADWAY & OFFSITE IMPROVEMENTS]

KNOW ALL MEN BY THESE PRESENTS, that **PULTE HOME COMPANY, LLC**, a Michigan limited liability company, with an address of 2662 South Falkenburg Road, Riverview, Florida 33578 (hereinafter referred to as SELLER), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, from **CALDERA COMMUNITY DEVELOPMENT DISTRICT**, a special purpose unit of local government established under Chapter 190, *Florida Statutes*, whose address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (hereinafter referred to as DISTRICT) has granted, bargained, sold, transferred, conveyed and delivered to the DISTRICT, its executors, administrators, successors and assigns forever, the following described property, assets and rights, to-wit:

The following improvements, located on portions of the real property as shown on the plat known as Caldera Phase I, Lying in Section 16, Township 23 South, Range 18 East, Hernando County, Florida, recorded in Plat Book 46, Page(s) 30-35 et seq. of the Official Records of Hernando County, Florida:

All roadway and associated improvements, including but not limited to paving, curb and gutter, sidewalks, drainage structures, inlets, landscaping, irrigation, hardscaping, and other attendant improvements and appurtenances thereto, all located on portions of the real property as shown as right-of-way on the plat known as Caldera Phase I, Lying in Section 16, Township 23 South, Range 18 East, Hernando County, Florida, recorded in Plat Book 46, Page(s) 30-35 et seq. of the Official Records of Hernando County, Florida; and

Together with the following improvements, located on portions of the unplatted property as shown on Exhibit A:

All off-site wastewater utility improvements, including approximately 2,670 linear feet of 8-inch forcemain extending from the District's boundaries to just north of Covey Run Place.

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

AND the SELLER hereby covenants to and with the DISTRICT 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 8 day of April, 2024.

WITNESSES:

Signature: [Signature]
Print Name: JAMES TAYLOR

Signature: [Signature]
Print Name: Nick Drenko

PULTE HOME COMPANY, LLC

By: [Signature]
Its: Vice President - Land Development

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 8th day of April, 2024, by Jeffrey Dason as VP - Land Development of Pulte Home Company, LLC, who is personally known to me or has produced _____ as identification.

(NOTARY SEAL)



KRISTEN L. DENNIS
Notary Public
State of Florida
Comm# HH425090
Expires 7/24/2027

Kristen L. Dennis
NOTARY PUBLIC, STATE OF Florida

Name: Kristen L. Dennis
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

WHEREFORE, the District and Seller have executed this Bill of Sale as of this 8 day of April, 2024.

WITNESSES:

Signature: [Signature]
Print Name: JAMES TAYLOR

Signature: [Signature]
Print Name: WILL DICKINSON

CALDERA COMMUNITY DEVELOPMENT DISTRICT

[Signature]
By: Brady Lefere
Its: Chairperson

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 8th day of April, 2024, by Brady Lefere as Chairperson of Caldera Community Development District, who is personally known to me or has produced _____ as identification.

(NOTARY SEAL)

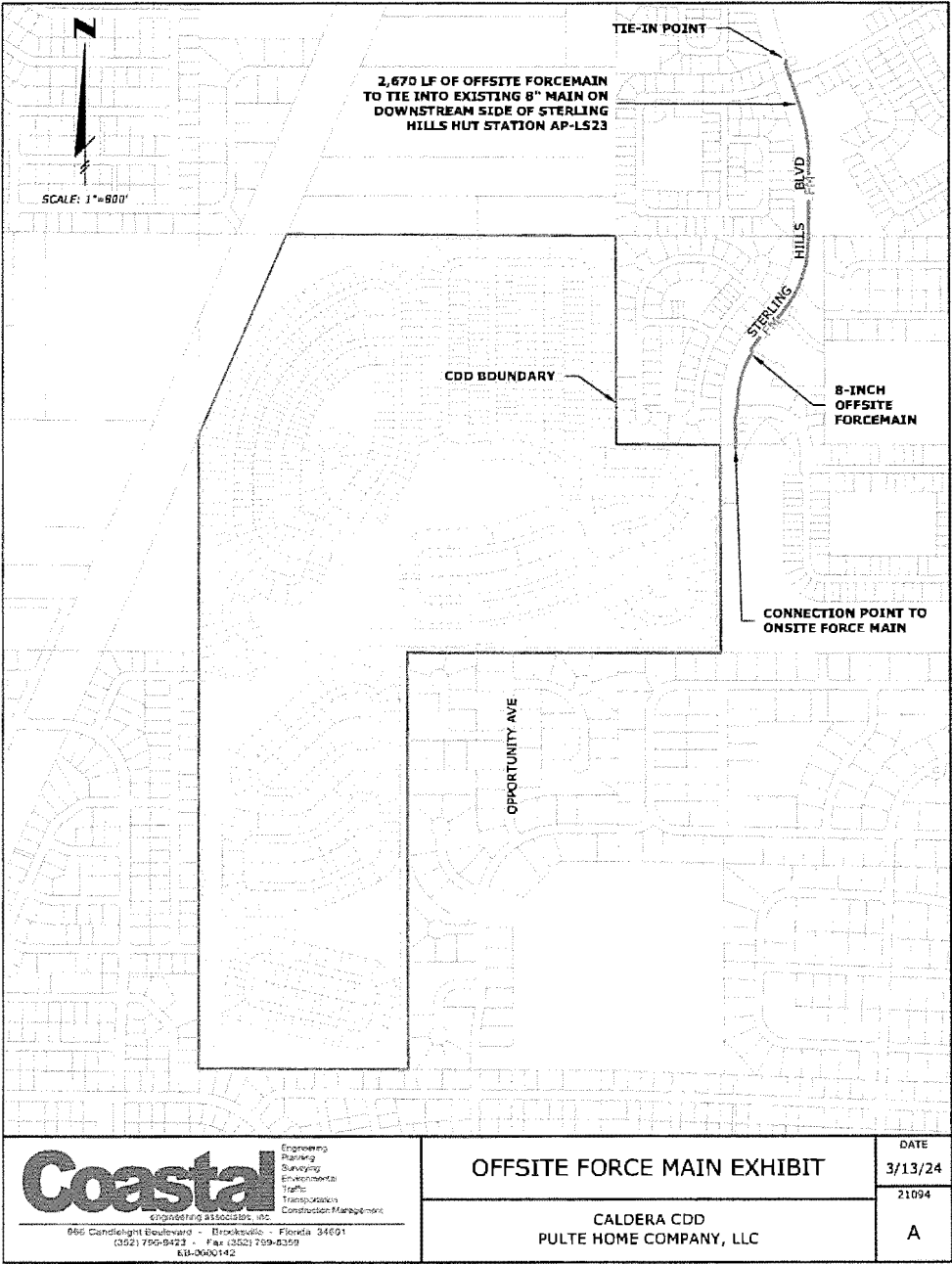


KRISTEN L. DENNIS
Notary Public
State of Florida
Comm# HH425090
Expires 7/24/2027

Kristen L. Dennis
NOTARY PUBLIC, STATE OF Florida

Name: Kristen L. Dennis
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

EXHIBIT A



PRINTED: 03/13/2024 - 6:44am PRINTED BY: BM PATH: L:\21094\Pulte-Merrill Sterling Hill\dwg\ENG\Current\CDD EXHIBITS\21094 Sterling Hill FM.dwg

BILL OF SALE
[PHASE I ROADWAY & OFFSITE IMPROVEMENTS]

KNOW ALL MEN BY THESE PRESENTS, that **CALDERA COMMUNITY DEVELOPMENT DISTRICT**, a special purpose unit of local government established under Chapter 190, *Florida Statutes*, whose address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (hereinafter referred to as SELLER or DISTRICT), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, from **HERNANDO COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is Board of County Commissioners, 15470 Flight Path Drive, Brooksville, Florida 34604 (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 described property, assets and rights, to-wit:

The following improvements, located on portions of the real property as shown on the plat known as Caldera Phase I, Lying in Section 16, Township 23 South, Range 18 East, Hernando County, Florida, recorded in Plat Book 46, Page(s) 30-35 et seq. of the Official Records of Hernando County, Florida:

All roadway and associated improvements, including but not limited to paving, curb and gutter, sidewalks, drainage structures, inlets, and other attendant improvements and appurtenances thereto, all located on portions of the real property as shown as right-of-way on the plat known as Caldera Phase I, Lying in Section 16, Township 23 South, Range 18 East, Hernando County, Florida, recorded in Plat Book 46, Page(s) 30-35 et seq. of the Official Records of Hernando County, Florida; and

Together with the following improvements, located on portions of the unplatted property as shown on Exhibit A:

All off-site wastewater utility improvements including approximately 2,670 linear feet of 8-inch forcemain extending from the District's boundaries to just north of Covey Run Place.

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 8 day of April, 2024.

WITNESSES:

Signature: [Signature]
Print Name: JAMES TAYLOR

Signature: [Signature]
Print Name: NICK DICENSO

CALDERA COMMUNITY DEVELOPMENT DISTRICT

[Signature]
By: Brady Lefere
Its: Chairperson

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 8th day of April, 2024, by Brady Lefere as Chairperson of Caldera Community Development District, who is personally known to me or has produced _____ as identification.

(NOTARY SEAL)



KRISTEN L. DENNIS
Notary Public
State of Florida
Comm# HH425090
Expires 7/24/2027

Kristen L. Dennis
NOTARY PUBLIC, STATE OF Florida

Name: Kristen L. Dennis
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

WHEREFORE, the County and Seller have executed this Bill of Sale as of this ____ day of _____, 2024.

WITNESSES:

HERNANDO COUNTY

Signature: _____

Print Name: _____

By: County Administrator

Board of County Commissioners

Signature: _____

Print Name: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2024, by _____ for and on behalf of the Hernando County Board of County Commissioners, who is personally known to me or has produced _____ as identification.

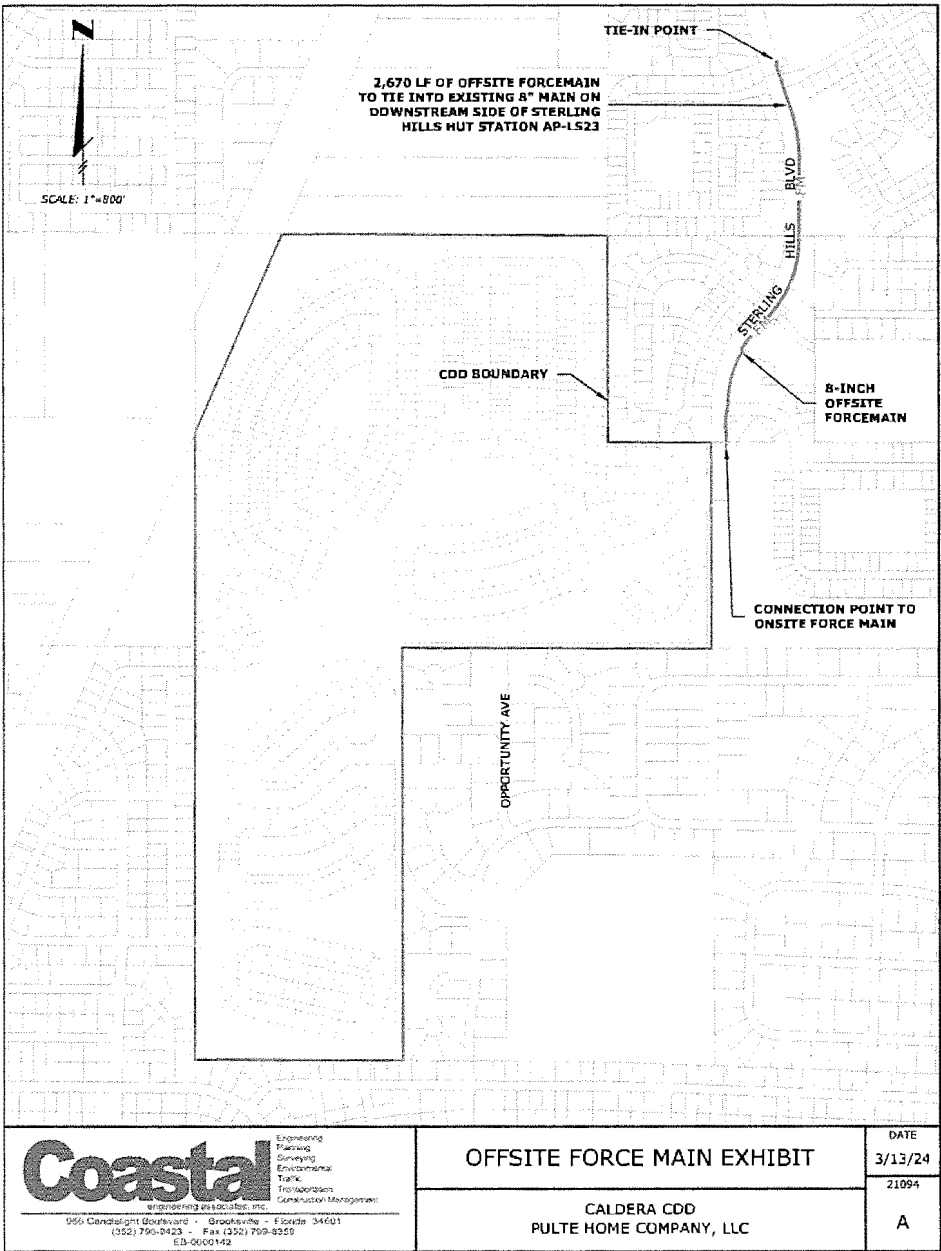
(NOTARY SEAL)

NOTARY PUBLIC, STATE OF _____

Name: _____

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

EXHIBIT A



PRINTED: 03/13/2024 - 6:44am PRINTED BY: BM PATH: L:\21094\Pulte-Menill Sterling Hills\dwg\ENG\Cument\CDD EXHIBITS\21094 Sterling Hill FH.dwg

CALDERA

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS B

**FIRST AMENDMENT TO AGREEMENT BETWEEN SR LANDSCAPING, LLC, AND
CALDERA COMMUNITY DEVELOPMENT DISTRICT
FOR LANDSCAPE MAINTENANCE SERVICES**

This First Amendment (the "First Amendment") is made and entered into this 11th day of March, 2025 by and between:

CALDERA COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in Hernando County, Florida, whose address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the "District"), and

SR LANDSCAPING, LLC, a Delaware limited liability company, with a mailing address of 5100 West Kennedy Boulevard, Suite 325, Tampa, Florida 33609 (the "Contractor" together with the District, the "Parties").

RECITALS

WHEREAS, the District owns, operates, and maintains certain public infrastructure improvements, including but not limited to surface water management systems, roadways, landscaping and irrigation, and other infrastructure; and

WHEREAS, the Parties previously entered into that certain *Agreement Between SR Landscaping, LLC, and Caldera Community Development District for Landscape Maintenance Services*, dated August 1, 2024, (the "Agreement"); and

WHEREAS, Section 17 of the Agreement provides that the Parties may amend the Agreement when such amendment is in writing and authorized by both Parties; and

WHEREAS, the Parties now desire to amend the Agreement to add to the Scope of Services and increase the total compensation due to the Contractor as set forth in more detail below and in the Contractor's proposal attached hereto as **Exhibit A**.

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

SECTION 1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and are incorporated as a material part of this First Amendment.

SECTION 2. AMENDMENT OF AGREEMENT. Exhibit A of the Agreement is hereby amended to provide for the additional services as set forth in the attached **Exhibit A** (hereinafter the "Additional Services"). As compensation for the Additional Services, the District agrees to pay an additional Fifteen Thousand Fifty-Nine Dollars and No Cents (\$15,059.00) per month to the

Contractor, for a total monthly amount of **Twenty-Five Thousand Two Hundred Fifty-One Dollars and No Cents (\$25,251.00)** for so long as the total annual compensation does not exceed the bidding threshold for CATEGORY FOUR pursuant to Sections 190.033 and 287.017, Florida Statutes, and the District's Rules of Procedure.

SECTION 3. AFFIRMATION OF THE AGREEMENT. The Agreement is hereby affirmed and continues to constitute a valid and binding agreement between the Parties. Except as described in Section 2 of this First Amendment, nothing herein shall modify the rights and obligations of the Parties under the Agreement. All of the remaining provisions, including, but not limited to, the engagement of services, indemnification, and sovereign immunity provisions, remain in full effect and fully enforceable.

SECTION 4. AUTHORIZATION. The execution of this First Amendment has been duly authorized by the appropriate body or official of the Parties, both Parties have complied with all the requirements of law, and both the Parties have full power and authority to comply with the terms and provisions of this First Amendment.

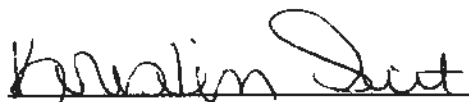
SECTION 5. EXECUTION IN COUNTERPARTS. This First Amendment may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

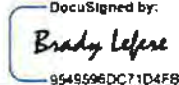
[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have signed and sealed this First Amendment on the day and year first written above.

ATTEST:

**CALDERA COMMUNITY
DEVELOPMENT DISTRICT**


Secretary / Assistant Secretary

DocuSigned by:

9548596DC71D4FB
Chairperson, Board of Supervisors

ATTEST:

**SR LANDSCAPING, LLC, a Delaware limited
liability company**


Title: Asst General Manager

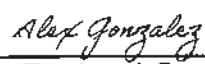

Title: Regional General Manager

Exhibit A: Additional Services

EXHIBIT A

Additional Services

Budget Proposal

Landscape Maintenance Program Phases 3-5

Landscape Maintenance (42)

Mowing / Edging / Trimming / Blowing / Cleanup
Maintenance Pruning of Shrubs / Hedges / Trees
Tree Elevations up to 8 ft
Spot Treatment of Weeds (manual and chemical)

Irrigation (12)

Monthly Irrigation Inspections
Monthly Irrigation Adjustments
Monthly Irrigation Report

Horticulture Program

Complete turf and bed fertilization program in compliance with statewide
Green Industries Best Management Practices (GI-BMPs) and/or Florida
Nursery Growers and Landscape Association (FNGLA) guidelines.

Pesticide, herbicide, or fungicide treatment will be applied on an as
needed or spot treatment basis, whenever possible using the least toxic
effective means of control.

Palm Tree Fertilization, Hardwood Tree Fertilization, and Pest Infestation
Remediation to be proposed and billed separately as needed.

Total Annual Landscape Maintenance Cost:	\$ 180,708.00
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Monthly Cost:	\$15,059
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CALDERA

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS CI

STREET/OUTDOOR LIGHTING AGREEMENT
(Existing Lights)

THIS STREET/OUTDOOR LIGHTING AGREEMENT (together with any and all appendices, addenda, exhibits and schedules attached hereto, this "Agreement"), effective as of the 20th day of February, 2025, by and between Withlacoochee River Electric Cooperative, Inc., a non-profit Florida corporation, with a principal place of business at PO Box 278, Dade City, Florida 33526-0278 ("WREC"), and

CALDERA COMMUNITY DEVELOPMENT DISTRI

whose address is

PO BOX 810036 , BOCA RATON FL 33481

("Customer").

WITNESSETH:

WHEREAS, Customer is in possession of the real property located at

STERLING HILL BLVD

and more particularly described in Exhibit A attached hereto (the "Property"); and

WHEREAS, Customer desires WREC to maintain and operate a street lighting system as more particularly described in Exhibit B attached hereto (the "System") on the Property.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **SCOPE OF SERVICES**

(a) Pursuant to the terms of this Agreement and WREC's current rules and regulations, WREC shall maintain, and operate the System as shown on the maps, drawings and specifications attached hereto in Exhibit B and furnish all of the electric power and energy necessary for the operation of the System on the Property.

(b) WREC, whenever it shall find it necessary for the purpose of making repairs upon or improvements in any part of its electric transmission or distribution lines or equipment, shall have the right to suspend temporarily service to the System, but in all such cases reasonable notice thereof shall be given to the Customer, if circumstances permit, and the making of repairs and improvements shall be prosecuted as rapidly as may be practicable.

(c) The Customer shall grant to WREC all permits, franchises, or authority including a free and continuous right-of-way, necessary to construct, operate, and maintain the System in the streets of or upon the Property.

(d) The Customer shall become a member of WREC, shall pay the membership fee and be bound by the provisions of the Articles of Incorporation and By-laws of WREC and by such rules and regulations as may from time to time be adopted by WREC. In the event there is a conflict between the terms and conditions of this Agreement and WREC's By-laws or any rule or regulation adopted by WREC, the term and conditions of this Agreement shall prevail.

2. TERM; TERMINATION

(a) This agreement shall become effective on the date first written above and shall remain in effect until five (5) years following the start of the initial billing period and thereafter until terminated by either party giving to the other twelve (12) months' notice in writing. In addition, WREC shall have the right to terminate this Agreement pursuant to WREC's Service Rules and Regulations and WREC's Articles of Organization and By-laws.

(b) Upon termination of this Agreement in any manner, WREC shall have the right to remove from the Property and equipment which WREC may have installed to provide service hereunder.

3. SYSTEM MALFUNCTIONS

(a) It shall be the Customer's responsibility to notify WREC in the event of failure of a lighting unit within the System. WREC assumes no responsibility to inspect any lighting units within the System to determine whether they were properly functioning until after such time that WREC has been notified that a unit has malfunctioned. Moreover, if an alleged outage notification is not logged into WREC's reporting registry, it is presumed that no call was ever placed by the Customer and that no outage report was received by WREC.

(b) WREC will normally repair a malfunctioning or inoperative streetlight or lighting unit within 60 days of receiving notification that the light has malfunctioned. However, the repair may take up to 180 days, and may take longer than 180 days if the customer causes a delay. Further, WREC may require 365 days or longer to repair or to replace the light in the event of a declared state of emergency or natural disaster.

4. DISCLAIMER; LIMITATION OF LIABILITY; INDEMNIFICATION

(a) WREC shall use reasonable diligence to provide a constant and uninterrupted supply of electric power and energy hereunder. If the supply of electric power and energy shall fail or be interrupted, or become defective through act of God, governmental authority, action of the elements, public enemy, accident, strikes, labor trouble, required maintenance work, inability to secure right-of-way, or any other cause beyond the reasonable control of WREC, WREC shall not be liable for damages caused thereby.

(b) The Customer is responsible for all aspects of the design of the System's lighting plan. WREC has not conducted any study regarding the application of a particular lighting unit for the Customer's lighting needs and WREC assumes no responsibility for the adequacy or appropriateness of the System's lighting unit. Furthermore, WREC makes no warranties as to the adequacy, sufficiency, or appropriateness of the System's lighting for purposes of safety, security or other illumination. It is the Customer's responsibility to select the size, style and location of the lighting units and to monitor whether the lighting units that they have requested from WREC are adequate for the Customer's particular needs. It also is the Customer's responsibility to request that WREC change any aspect of the lighting unit within the System if the unit is not adequate for the Customer's needs. The Customer must pay for any appropriate charges and fees for any requested changes.

(c) WREC does not guarantee continuous lighting within the System and will not be liable to any person or entity for damages related to any interruption, deficiency or failure of a light. WREC will use normal industry practices to attempt to furnish reliable electrical energy to the System and will repair the System after notification, but WREC does not and cannot guarantee 100% reliability. WREC reserves the right to interrupt service to the System or a lighting unit within the System at any time for necessary repairs to lines or equipment.

(d) Customer herewith indemnifies and holds harmless WREC from any and all liability or damage that WREC or any other person or entity may suffer as a result of, or in any way relating to or arising out of, the design or operation of the System, including, but not limited to, the appropriateness of the System or the illumination of any lighting unit within the System to provide safety or security to third parties.

5. TERMS OF PAYMENT

(a) The Customer shall pay WREC pursuant to WREC's current rules and regulations adopted by WREC for the System and all electricity furnished hereunder. If the Customer shall fail to make any such payment within the time period provided in WREC's current rules and regulations, WREC may discontinue service to the Customer upon giving ten (10) days' written notice to the Customer of its intention so to do, provided, however, that nothing herein contained shall relieve the Customer of its obligation to receive electrical service in accordance with the provisions of this Agreement.

(b) The Customer agrees that the rates charged for street lighting shall be those rates specified in the WREC's Rate Schedule "AL" attached hereto as Exhibit C, which may be adjusted from time to time in WREC's sole and absolute discretion. Such adjusted rate schedule shall be on file with the Florida Public Service Commission. In the event that Customer has been operating the system for more than five years, any request specified in WREC's rate schedule requiring Customer to pay to WREC the remaining total amount of fixture and pole charges shall not apply to Customer.

(c) Transfer of fixtures from one location to another on the Property at the request of the Customer shall be at the expense of the Customer. All charges hererunder are subject to Florida State Sales Tax unless Customer is exempt therefrom. Replacement of lamps, glassware and accessory equipment willfully or maliciously broken by persons unknown shall be paid for by the Customer at WREC's replacement cost.

6. ASSIGNMENT

No party may assign this Agreement or any of its rights and obligations hereunder without the prior written consent of the other party; any such attempted assignment shall be null and void.

7. SUCCESSORS

This Agreement binds the heirs, executors, administrators, successors and assigns of the respective parties with respect to all covenants hererin, and cannot be changed except by written agreement signed by both parties.

8. SURVIVAL

The provisions of this Agreement which by their nature are intended to survive, shall survive completion, expiration, recession or termination of this Agreement.

9. GOVERNING LAW

The validity of this Agreement, the construction and enforcement of its terms and the interpretation of the rights and duties of the parties hereto shall be governed by the laws of the State of Florida, without regard to its conflict of laws principles.

10. SEVERABILITY

In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and the invalid, illegal or unenforceable provision(s) shall be replaced by a mutually acceptable provision(s), which being valid, legal and enforceable, comes closest to the intention of the parties underlying the invalid, illegal or unenforceable provision(s).

11. HEADINGS

The headings in this Agreement are for purposes of reference only and shall not in any way limit or otherwise affect the meaning or interpretation of any of the terms hereof.

12. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all of which, when taken together, shall constitute one and the same instrument.

13. MODIFICATION, AMENDMENT, SUPPLEMENT OR WAIVER

(a) No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the parties hereto unless made in writing and duly signed by the party against whom enforcement thereof is sought.

(b) A failure or delay of any party to this Agreement to enforce at any time any of the provisions of this Agreement or to exercise any option which is herein provided, or to require at any time performance of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions of this Agreement.

14. ENTIRETY OF AGREEMENT

This Agreement together with all appendices, exhibits, schedules, attachments and addenda attached hereto constitute the entire agreement between the parties and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, between the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized officers, have executed this Agreement as of the day and year first set forth above.

CUSTOMER

**WITHLACOOCHEE RIVER
ELECTRIC COOPERATIVE, INC.**


E-SIGNED by CALDERA COMMUNITY DEVELOPMENT DISTRICT

Signature


E-SIGNED by Secondary Signer for CALDERA COMMUNITY DEVELOPMENT DISTRICT

Signature

CALDERA COMMUNITY DEVELOPMENT

DISTRICT
Printed Name of Customer

Authorized Representative

Title

February 20, 2025

Date

Member Services Representative

Title

February 20, 2025

Date

EXHIBIT A

[Insert legal description of the Property]

NOT - USED

EXHIBIT B

Type	Description	Quantity
205	LED COBRA HEAD 50W	26
210	LED COACH 52W	78
910	CONCRETE - 30'	26
955	ALUMINUM - 12' PLYMOUTH	78

EXHIBIT C

Type	Description	Rate
205	LED COBRA HEAD 50W	\$ 9.25
210	LED COACH 52W	\$ 11.75
910	CONCRETE - 30'	\$ 4.50
955	ALUMINUM - 12' PLYMOUTH	\$ 10.25

CALDERA

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS CII

**STREET/OUTDOOR LIGHTING AGREEMENT
(New Lighting)**

THIS STREET/OUTDOOR LIGHTING AGREEMENT (together with any and all appendices, addenda, exhibits and schedules attached hereto, this "Agreement"), effective as of the 16 day of JANUARY, 2025, by and between Withlacoochee River Electric Cooperative, Inc., a non-profit Florida corporation, with a principal place of business at PO Box 278, Dade City, Florida 33526-0278 ("WREC"), and CALDERA COMMUNITY DEVELOPMENT, whose address is 2300 GLADES RD, SUITE 410W BOCA RATON FL 33431 ("Customer").

WITNESSETH:

WHEREAS, Customer is in possession of the real property located at **STERLING HILLS BLVD, SPRING HILL FL 34609** and more particularly described in Exhibit A attached hereto (the "Property"); and

WHEREAS, Customer desires WREC to construct, maintain and operate a street lighting system as more particularly described in Exhibit B attached hereto (the "System") on the Property.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **SCOPE OF SERVICES**

(a) Pursuant to the terms of this Agreement and WREC's current rules and regulations, WREC shall construct, maintain, and operate the System as shown on the maps, drawings and specifications attached hereto in Exhibit B and furnish all of the electric power and energy necessary for the operation of the System on the Property.

(b) WREC, whenever it shall find it necessary for the purpose of making repairs upon or improvements in any part of its electric transmission or distribution lines or equipment, shall have the right to suspend temporarily service to the System, but in all such cases reasonable notice thereof shall be given to the Customer, if circumstances permit, and the making of repairs and improvements shall be prosecuted as rapidly as may be practicable.

(c) The Customer shall grant to WREC all permits, franchises, or authority including a free and continuous right-of-way, necessary to construct, operate, and maintain the System in the streets of or upon the Property.

(d) The Customer shall become a member of WREC, shall pay the membership fee and be bound by the provisions of the Articles of Incorporation and By-laws of WREC and by such rules and regulations as may from time to time be adopted by WREC. In the event there is

a conflict between the terms and conditions of this Agreement and WREC's By-laws or any rule or regulation adopted by WREC, the term and conditions of this Agreement shall prevail.

2. TERM: TERMINATION

(a) This Agreement shall become effective on the date first written above and shall remain in effect until five (5) years following the start of the initial billing period and thereafter until terminated by either party giving to the other twelve (12) months' notice in writing. In addition, WREC shall have the right to terminate this Agreement pursuant to WREC's Service Rules and Regulations and WREC's Articles of Organization and By-laws.

(b) Upon termination of this Agreement in any manner, WREC shall have the right to remove from the Property any equipment which WREC may have installed to provide service hereunder.

3. SYSTEM MALFUNCTIONS

(a) It shall be the Customer's responsibility to notify WREC in the event of failure of a lighting unit within the System. WREC assumes no responsibility to inspect any lighting units within the System to determine whether they were properly functioning until after such time that WREC has been notified that a unit has malfunctioned. Moreover, if an alleged outage notification is not logged into WREC's reporting registry, it is presumed that no call was ever placed by the Customer and that no outage report was received by WREC.

(b) WREC will normally repair a malfunctioning or inoperative streetlight or lighting unit within 60 days of receiving notification that the light has malfunctioned. However, the repair may take up to 180 days, and may take longer than 180 days if the customer causes a delay. Further, WREC may require 365 days or longer to repair or to replace the light in the event of a declared state of emergency or natural disaster.

4. DISCLAIMER: LIMITATION OF LIABILITY: INDEMNIFICATION

(a) WREC shall use reasonable diligence to provide a constant and uninterrupted supply of electric power and energy hereunder. If the supply of electric power and energy shall fail or be interrupted, or become defective through act of God, governmental authority, action of the elements, public enemy, accident, strikes, labor trouble, required maintenance work, inability to secure right-of-way, or any other cause beyond the reasonable control of WREC, WREC shall not be liable for damages caused thereby.

(b) The Customer is responsible for all aspects of the design of the System's lighting plan. WREC has not conducted any study regarding the application of a particular lighting unit for the Customer's lighting needs and WREC assumes no responsibility for the adequacy or appropriateness of the System's lighting unit. Furthermore, WREC makes no warranties as to the adequacy, sufficiency or appropriateness of the System's lighting for purposes of safety, security or other illumination. It is the Customer's responsibility to select the size, style and location of the lighting units and to monitor whether the lighting units that they have requested from WREC are adequate for the Customer's particular needs. It also is the Customer's responsibility to request that WREC change any aspect of the lighting unit within the System if

the unit is not adequate for the Customer's needs. The Customer must pay for any appropriate charges and fees for any requested changes.

(c) WREC does not guarantee continuous lighting within the System and will not be liable to any person or entity for damages related to any interruption, deficiency or failure of a light. WREC will use normal industry practices to attempt to furnish reliable electrical energy to the System and will repair the System after notification, but WREC does not and cannot guarantee 100% reliability. WREC reserves the right to interrupt service to the System or a lighting unit within the System at any time for necessary repairs to lines or equipment.

(d) Customer herewith indemnifies and holds harmless WREC from any and all liability or damage that WREC or any other person or entity may suffer as a result of, or in any way relating to or arising out of, the design or operation of the System, including, but not limited to, the appropriateness of the System or the illumination of any lighting unit within the System to provide safety or security to third parties.

5. TERMS OF PAYMENT

(a) The initial billing period shall start when the Customer begins using electric power and energy, or ten (10) days after WREC notifies the Customer in writing that the System is available hereunder, whichever shall occur first.

(b) The Customer shall pay WREC pursuant to WREC's current rules and regulations adopted by WREC for the System and all electricity furnished hereunder. If the Customer shall fail to make any such payment within the time period provided in WREC's current rules and regulations, WREC may discontinue service to the Customer upon giving ten (10) days' written notice to the Customer of its intention so to do, provided, however, that nothing herein contained shall relieve the Customer of its obligation to receive electrical service in accordance with the provisions of this Agreement.

(c) The Customer agrees that the rates charged for street lighting shall be those rates specified in the WREC's Rate Schedule "AL" attached hereto as Exhibit C, which may be adjusted from time to time in WREC's sole and absolute discretion. Such adjusted rate schedules shall be on file with the Florida Public Service Commission. Customer shall provide WREC with cash, a bond or letter of credit to secure the payment of the total amount of fixture and pole charges that remain owed to WREC in the event this Agreement is terminated within five (5) years of the start of Customer's initial billing period.

(d) Transfer of fixtures from one location to another on the Property at the request of the Customer shall be at the expense of the Customer. All charges hereunder are subject to Florida State Sales Tax unless Customer is exempt therefrom. Replacement of lamps, glassware and accessory equipment willfully or maliciously broken by persons unknown shall be paid for by the Customer at WREC's replacement cost.

6. ASSIGNMENT

No party may assign this Agreement or any of its rights and obligations hereunder without the prior written consent of the other party; any such attempted assignment shall be null and void.

7. SUCCESSORS

This Agreement binds the heirs, executors, administrators, successors and assigns of the respective parties with respect to all covenants herein, and cannot be changed except by written agreement signed by both parties.

8. SURVIVAL

The provisions of this Agreement which by their nature are intended to survive, shall survive completion, expiration, recession or termination of this Agreement.

9. GOVERNING LAW

The validity of this Agreement, the construction and enforcement of its terms and the interpretation of the rights and duties of the parties hereto shall be governed by the laws of the State of Florida, without regard to its conflict of laws principles.

10. SEVERABILITY

In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and the invalid, illegal or unenforceable provision(s) shall be replaced by a mutually acceptable provision(s), which being valid, legal and enforceable, comes closest to the intention of the parties underlying the invalid, illegal or unenforceable provision(s).

11. HEADINGS

The headings in this Agreement are for purposes of reference only and shall not in any way limit or otherwise affect the meaning or interpretation of any of the terms hereof.

12. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all of which, when taken together, shall constitute one and the same instrument.

13. MODIFICATION, AMENDMENT, SUPPLEMENT OR WAIVER

(a) No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the parties hereto unless made in writing and duly signed by the party against whom enforcement thereof is sought.

(b) A failure or delay of any party to this Agreement to enforce at any time any of the provisions of this Agreement or to exercise any option which is herein provided, or to require at any time performance of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions of this Agreement.

14. ENTIRETY OF AGREEMENT

This Agreement together with all appendices, exhibits, schedules, attachments and addenda attached hereto constitute the entire agreement between the parties and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, between the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized officers, have executed this Agreement as of the day and year first set forth above.

CUSTOMER

Brady Lefere
Signature
Brady Lefere
Printed Name of Customer
Chair
Title
1-17-25
Date

**WITHLACOOCHIEE RIVER
ELECTRIC COOPERATIVE, INC.**

Monica Stodum
Signature
Monica Stodum / Customer Service Rep
Printed Name and Title

EXHIBIT A

Property Information

Site Address: STERLING HILL BLVD

Description: W1/2 OF SW1/4 OF NE1/4 & NW1/4 LESS FLA POWER R/W &
W1/2 OF SW1/4 ORB 982 PG 1551 ORB 959 PG 344

DOR Code: (99) ACREAGE NOT CLASSIFIED

Levy Code: CWES

Sec/Tnshp/Rng: 16-23-18

Subdivision: CALLENA PHASE 1

Neighborhood: AC SPRING HILL AREA(AC07)

EXHIBIT B

Type	Description	Quantity
205	LED COBRA HEAD 100W HPS EQ	33
910	30' CONCRETE POLE	33
210	LED COACH 100W HPS EQ	53
955	12' ALUMINUM PLYMOUTH POLE	53

EXHIBIT C

Type	Description	Rates
205	LED COBRA HEAD 100W HPS EQ	9.25
910	30' CONCRETE POLE	4.50
210	LED COACH 100W HPS EQ	11.75
955	12' ALUMINUM PLYMOUTH POLE	10.25

CALDERA

COMMUNITY DEVELOPMENT DISTRICT

**UNAUDITED
FINANCIAL
STATEMENTS**

**CALDERA
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
JANUARY 31, 2025**

**CALDERA
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
JANUARY 31, 2025**

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
ASSETS				
Cash	\$ 397,581	\$ -	\$ -	\$ 397,581
Investments				
Revenue	-	473,734	-	473,734
Reserve	-	295,957	-	295,957
Construction	-	-	10,093	10,093
Cost of issuance	-	308	-	308
Interest	-	791	-	791
Due from Landowner	2,313	-	-	2,313
Utility Deposit	159,634	-	-	159,634
Total assets	<u>559,528</u>	<u>770,790</u>	<u>10,093</u>	<u>1,340,411</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 157,643	\$ -	\$ -	\$ 157,643
Due to Landowner	-	16,445	4,479	20,924
Landowner advance	6,000	-	-	6,000
Total liabilities	<u>163,643</u>	<u>16,445</u>	<u>4,479</u>	<u>184,567</u>
DEFERRED INFLOWS OF RESOURCES				
Deferred receipts	<u>2,313</u>	<u>-</u>	<u>-</u>	<u>2,313</u>
Total deferred inflows of resources	<u>2,313</u>	<u>-</u>	<u>-</u>	<u>2,313</u>
Fund balances:				
Restricted for:				
Debt service	-	754,345	-	754,345
Capital projects	-	-	5,614	5,614
Unassigned	<u>393,572</u>	<u>-</u>	<u>-</u>	<u>393,572</u>
Total fund balances	<u>393,572</u>	<u>754,345</u>	<u>5,614</u>	<u>1,153,531</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 559,528</u>	<u>\$ 770,790</u>	<u>\$ 10,093</u>	<u>\$ 1,340,411</u>

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

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ 250,074	\$ 289,288	86%
Assessment levy: off-roll	-	48,670	97,340	50%
Landowner contribution	169,753	182,882	186,791	98%
Total revenues	<u>169,753</u>	<u>481,626</u>	<u>573,419</u>	84%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording	4,000	16,000	48,000	33%
Legal	53	133	20,000	1%
Engineering	470	705	2,000	35%
Audit	-	-	5,500	0%
Arbitrage rebate calculation*	-	-	500	0%
Dissemination agent*	83	333	1,000	33%
Trustee*	-	-	5,500	0%
Telephone	17	67	200	34%
Postage	11	19	500	4%
Printing & binding	42	167	500	33%
Legal advertising	-	-	1,750	0%
Annual special district fee	-	175	175	100%
Insurance	-	5,200	5,700	91%
Contingencies/bank charges	87	682	750	91%
Meeting room rental	-	-	2,000	0%
Website hosting & maintenance	-	-	705	0%
Website ADA compliance	-	210	210	100%
Total professional & administrative	<u>4,763</u>	<u>23,691</u>	<u>94,990</u>	25%
Field Operations				
Pressure washing	-	-	2,500	0%
Landscape maintenance	10,192	30,576	240,000	13%
Mulch	-	-	40,000	0%
Landscape replacemet	-	-	6,000	0%
Holiday decorations	-	-	2,500	0%
Irrigation-repair	270	439	5,000	9%
General repairs/supplies	-	-	10,000	0%
Electricity-common area	-	-	5,000	0%
Electricity-street lights	-	-	55,000	0%
Management fee - PM	-	-	6,000	0%
Property insurance	5,970	5,970	15,000	40%
Total field operations	<u>16,432</u>	<u>36,985</u>	<u>387,000</u>	10%
Other fees & charges				
Tax collector	-	5,002	12,054	41%
Total other fees & charges	-	5,002	12,054	41%
Total expenditures	<u>21,195</u>	<u>65,678</u>	<u>494,044</u>	13%

Excess/(deficiency) of revenues

CALDERA
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED JANUARY 31, 2025

	Current Month	Year to Date	Budget	% of Budget
over/(under) expenditures	148,558	415,948	79,375	
Net change in fund balances	148,558	415,948	79,375	
Fund balances - beginning	245,014	(22,376)	-	
Fund balances - ending	<u>\$ 393,572</u>	<u>\$ 393,572</u>	<u>\$ 79,375</u>	

**CALDERA
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2024
FOR THE PERIOD ENDED JANUARY 31, 2025**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ 428,553	\$ 495,850	86%
Assessment levy: off-roll	-	-	107,160	0%
Interest	1,238	5,476	-	N/A
Developer contribution	-	53,580	-	N/A
Total revenues	<u>1,238</u>	<u>487,609</u>	<u>603,010</u>	81%
EXPENDITURES				
Principal	-	-	135,000	0%
Interest	-	85,668	309,151	28%
Cost of issuance	-	7,500	-	N/A
Total expenditures	<u>-</u>	<u>93,168</u>	<u>444,151</u>	21%
Other fees and charges				
Tax collector	-	8,574	20,660	42%
Total expenditures	<u>-</u>	<u>101,742</u>	<u>464,811</u>	22%
Excess/(deficiency) of revenues over/(under) expenditures	1,238	385,867	138,199	279%
Net change in fund balances	1,238	385,867	138,199	
Fund balance - beginning	753,107	368,478	376,843	
Fund balance - ending	<u>\$ 754,345</u>	<u>\$ 754,345</u>	<u>\$ 515,042</u>	

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

	Current Month	Year To Date
REVENUES		
Interest	58	48,550
Total revenues	58	48,550
EXPENDITURES		
Capital outlay	-	43,377
Total expenditures	-	43,377
Excess/(deficiency) of revenues over/(under) expenditures	58	5,173
Net change in fund balances	58	5,173
Fund balances - beginning	5,556	441
Fund balances - ending	\$ 5,614	\$ 5,614

CALDERA

COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT

**MINUTES OF MEETING
CALDERA
COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Caldera Community Development District held Public Hearings and a Regular Meeting on August 15, 2024 at 10:30 a.m., at the Greater Hernando County Chamber of Commerce, 15588 Aviation Loop Drive, Brooksville, Florida 34604.

Present:

Brady Lefere	Chair
Ray Aponte	Vice Chair
Allison Martin	Assistant Secretary

Also present:

Kristen Suit	District Manager
Kate John (via telephone)	District Counsel
Brian Malmberg (via telephone)	District Engineer
Melisa Sgro	Pulte

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Suit called the meeting to order at 10:35 a.m. Supervisors Lefere, Aponte and Martin were present. Supervisors Law and Lasher were not present.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

**Acceptance of Resignation of Max Law
(Seat 3); Term Expires November 2026**

Ms. Suit presented Mr. Max Law's resignation from Seat 3.

On MOTION by Mr. Aponte and seconded by Mr. Lefere, with all in favor, the resignation of Mr. Max Law from Seat 3, was accepted.

FOURTH ORDER OF BUSINESS**Consider Appointment to Fill Unexpired
Term of Seat 3**

Mr. Lefere nominated Ms. Melisa Sgro to Seat 3. No other nominations were made.

**On MOTION by Mr. Lefere and seconded by Ms. Martin, with all in favor, the
appointment of Ms. Melisa Sgro to fill Seat 3, was approved.**

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

Ms. Suit, a Notary of the State of Florida and duly authorized, administered the Oath of Office to Ms. Melisa Sgro. Ms. Sgro is familiar with the following:

A. Required Ethics Training and Disclosure Filing

- **Sample Form 1 2023/Instructions**

B. Membership, Obligation and Responsibilities**C. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees****D. Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local
Public Officers****FIFTH ORDER OF BUSINESS****Consideration of Resolution 2024-16,
Electing and Removing Officers of the
District and Providing for an Effective Date**

Ms. Suit presented Resolution 2024-16. Mr. Lefere nominated the following:

Brady Lefere	Chair
Ray Aponte	Vice Chair
Melisa Sgro	Assistant Secretary
Allison Martin	Assistant Secretary
Caleb Lasher	Assistant Secretary

This Resolution removes the following from the Board:

Max Law	Assistant Secretary
---------	---------------------

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

Craig Wrathell	Secretary
Kristen Suit	Assistant Secretary
Craig Wrathell	Treasurer
Jeff Pinder	Assistant Treasurer

On MOTION by Mr. Lefere and seconded by Ms. Martin, with all in favor, Resolution 2024-16, Electing, as nominated, and Removing Officers of the District and Providing for an Effective Date, was adopted.

▪ **Administration of Oath of Office**

This item, previously part of the Third Order of Business, occurred out of order.

Ms. Suit, a Notary of the State of Florida and duly authorized, administered the Oath of Office to Ms. Melisa Sgro.

SIXTH ORDER OF BUSINESS

Consideration of Resolution 2024-17, Making Certain Findings; Approving the Engineer's Report and Supplemental Assessment Report; Setting Forth the Terms of the Series 2024 Bonds; Confirming the Maximum Assessment Lien Securing the Series 2024 Bonds; Levying and Allocating Assessments Securing Series 2024 Bonds; Addressing Collection of the Same; Providing for the Application of True-Up Payments; Providing for a Supplement to the Improvement Lien Book; Providing for the Recording of a Notice of Special Assessments; and Providing for Conflicts, Severability, and an Effective Date

Ms. Suit presented Resolution 2024-17 and read the title. Ms. John stated that this Resolution is standard in form, as required by the Florida Statutes. She recalled that, in February 2024, the Board adopted a Resolution authorizing issuance of the Series 2024 bonds. Resolution 2024-17 accomplishes the following:

- 108 ➤ Sets forth the specific terms of the Series 2024 bonds issued by the District. Specifically,
109 provides that the District has agreed to sell the Series 2024 bonds in a principal amount not
110 exceeding \$8,910,000.
- 111 ➤ Authorizes the Board to adopt the Resolution.
- 112 ➤ Sets forth certain findings and adopts the Engineer's Report and the Supplemental
113 Assessment Report.
- 114 ➤ Sets forth the terms of the Series 2024 bonds and confirms the maximum assessment
115 lien to be levied on certain property within the District to be secured by the Series 2024 bonds.
- 116 ➤ Provides that the assessments will be allocated as provided for in the Supplemental
117 Assessment Report.
- 118 ➤ Provides for the application of True-Up Payments.
- 119 ➤ Provides for the assessments to be recorded in the District's Assessment Lien Book.
- 120 ➤ The District's Secretary to record a Notice of Series 2024 Assessments securing the
121 Series 2024 Bonds in the Official Records of Hernando County, Florida, or such other instrument
122 evidencing the actions taken by the District.
- 123 ➤ Sets forth that this Resolution is intended to supplement Resolution 2024-03, which
124 remains in full force.
- 125 ➤ Approves the Engineer's Report and the Assessment Methodology Report.
- 126 Mr. Malmberg and Ms. John discussed the Supplemental Engineer's Report attached to
127 Resolution 2024-17, as an Exhibit, which was presented in detail at the February 2024 meeting.
- 128 Regarding the Final First Supplemental Special Assessment Methodology Report, Ms.
129 Suit reported the following:
- 130 ➤ Assessment Area One will consist of 470 residential units and Assessment Area Two will
131 consist of 344 residential units, for a total of 814 units.
- 132 ➤ The financing plan for the District provides for the issuance of the Series 2024 Bonds in
133 the total principal amount of \$8,910,000 to finance a portion of the 2024 Project costs in the
134 total amount of \$8,145,556.86.
- 135 Ms. John stated that Resolution 2024-17 was updated last night with necessary
136 information so it can be adopted in final form.

On MOTION by Mr. Lefere and seconded by Ms. Martin, with all in favor, Resolution 2024-17, Making Certain Findings; Approving the Engineer's Report and Supplemental Assessment Report; Setting Forth the Terms of the Series 2024 Bonds; Confirming the Maximum Assessment Lien Securing the Series 2024 Bonds; Levying and Allocating Assessments Securing Series 2024 Bonds; Addressing Collection of the Same; Providing for the Application of True-Up Payments; Providing for a Supplement to the Improvement Lien Book; Providing for the Recording of a Notice of Special Assessments; and Providing for Conflicts, Severability, and an Effective Date, was adopted.

SEVENTH ORDER OF BUSINESS**Public Hearing on Adoption of Fiscal Year
2024/2025 Budget****A. Affidavit of Publication**

This item was included for informational purposes.

B. Consideration of Resolution 2024-18, Relating to the Annual Appropriations and Adopting the Budget(s) for the Fiscal Year Beginning October 1, 2024, and Ending September 30, 2025; Authorizing Budget Amendments; and Providing an Effective Date

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

Ms. Suit presented Resolution 2024-18. Ms. Suit stated that she and Mr. Lefere adjusted the proposed Fiscal Year 2025 budget so that the Operation and Maintenance (O&M) portion of the Assessment Area One on-roll assessments is \$749.61 and the off-roll O&M assessments are \$689.64. Assessment Area Two will only be assessed \$146.64 for O&M; there is no bond debt yet on Assessment Area Two.

Ms. Suit stated that the changes reflected in the new version of the proposed Fiscal Year budget to accomplish the O&M assessment amounts discussed were primarily the result of lower numerous Field Operations line item amount and a reduction to the Legal line item.

No affected property owners or members of the public spoke.

On MOTION by Mr. Lefere and seconded by Mr. Aponte, with all in favor, the Public Hearing was closed.

On MOTION by Mr. Lefere and seconded by Mr. Aponte, with all in favor, Resolution 2024-18, Relating to the Annual Appropriations and Adopting the Budget(s) for the Fiscal Year Beginning October 1, 2024, and Ending September 30, 2025, as amended; Authorizing Budget Amendments; and Providing an Effective Date, was adopted.

EIGHTH ORDER OF BUSINESS

Public Hearing to Hear Comments and Objections on the Imposition of Maintenance and Operation Assessments to Fund the Budget for Fiscal Year 2024/2025, Pursuant to Florida Law

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

A. Proof/Affidavit of Publication

B. Mailed Notice(s) to Property Owners

These items were included for informational purposes.

C. Consideration of Resolution 2024-19, Providing for Funding for the FY 2025 Adopted Budget(s); Providing for the Collection and Enforcement of Special Assessments, Including but Not Limited to Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date

No affected property owners or members of the public spoke.

On MOTION by Mr. Lefere and seconded by Mr. Aponte, with all in favor, the Public Hearing was closed.

Ms. Suit presented Resolution 2024-19 and read the title.

On MOTION by Mr. Lefere and seconded by Mr. Aponte, with all in favor, Resolution 2024-19, Providing for Funding for the FY 2025 Adopted Budget(s); Providing for the Collection and Enforcement of Special Assessments, Including but Not Limited to Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date, was adopted.

NINTH ORDER OF BUSINESS

Consideration of Fiscal Year 2024/2025
Budget Funding Agreement

On MOTION by Mr. Lefere and seconded by Mr. Aponte, with all in favor, the Fiscal Year 2024/2025 Budget Funding Agreement, was approved.

TENTH ORDER OF BUSINESS

Consideration of Agreement Regarding the
Direct Collection of Special Assessments
for Fiscal Year 2024-2025 [Pulte Home
Company, LLC]

On MOTION by Mr. Lefere and seconded by Mr. Aponte, with all in favor, the Agreement between the CDD and Pulte Home Company, LLC Regarding the Direct Collection of Special Assessments for Fiscal Year 2024-2025, was approved.

ELEVENTH ORDER OF BUSINESS

Consideration of Disclosure of Public
Finance (2024 Bonds)

On MOTION by Mr. Lefere and seconded by Mr. Aponte, with all in favor, the Disclosure of Public Finance related to the 2024 Bonds, was approved.

TWELFTH ORDER OF BUSINESS

Consideration of Resolution 2024-09,
Designating the Location of the Local
District Records Office and Providing an
Effective Date

This item was deferred.

THIRTEENTH ORDER OF BUSINESS

Consideration of Goals and Objectives
Reporting [HB7013 - Special Districts

**Performance Measures and Standards
Reporting]**

Ms. Suit presented the Memorandum explaining the new requirement for special districts to develop goals and objectives annually and develop performance measures and standards to assess the achievement of the goals and objectives. Community Communication and Engagement, Infrastructure and Facilities Maintenance, and Financial Transparency and Accountability will be the key categories to focus on for Fiscal Year 2025. She presented the Performance Measures/Standards & Annual Reporting Form developed for the CDD, which explains how the CDD will meet the goals.

On MOTION by Mr. Lefere and seconded by Mr. Aponte, with all in favor, the Goals and Objectives and the Performance Measures/Standards & Annual Reporting Form, were approved.

FOURTEENTH ORDER OF BUSINESS

Ratification Items

A. SR Landscaping, LLC Agreement for Landscape Maintenance Services

The following change was made:

Section 23, last line of first paragraph: Change "Matthew Huber" to "Kristen Suit"

B. Hernando County Agreement for Decorative Plantings and Landscape Maintenance

On MOTION by Mr. Lefere and seconded by Mr. Aponte, with all in favor, the SR Landscaping, LLC Agreement for Landscape Maintenance Services, as amended, and the Hernando County Agreement for Decorative Plantings and Landscape Maintenance, both in substantial form, were ratified.

FIFTEENTH ORDER OF BUSINESS

**Acceptance of Unaudited Financial
Statements as of June 30, 2024**

On MOTION by Mr. Lefere and seconded by Mr. Aponte, with all in favor, the Unaudited Financial Statements as of June 30, 2024, were accepted.

SIXTEENTH ORDER OF BUSINESS

Approval of Minutes

286 A. May 16, 2024 Regular Meeting

287 B. June 6, 2024 Continued Regular Meeting

288 On MOTION by Mr. Lefere and seconded by Ms. Martin, with all in favor, the
289 May 16, 2024 Regular Meeting Minutes and the June 6, 2024 Continued
290 Regular Meeting Minutes, as presented, were approved.

291

292

293 SEVENTEENTH ORDER OF BUSINESS

Staff Reports

294

295 A. District Counsel: Kutak Rock LLP

296 Ms. John stated that her firm will continue working with the District Engineer and
297 District Management to file Acquisition documents for Phases 1, 2, 3 and 4, in anticipation of an
298 August 22, 2024 closing on the Series 2024 bonds.

299 B. District Engineer: Coastal Engineering Associates, Inc.

300 Mr. Malmberg is working with the County to get Phase 1 accepted; Phases 2, 3 and 4
301 will be later.

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

303 • NEXT MEETING DATE: September 19, 2024 at 10:30 AM

304 ○ QUORUM CHECK

305 The September 19, 2024 meeting will be cancelled.

306

307 EIGHTEENTH ORDER OF BUSINESS

Board Members' Comments/Requests

308

309 There were no Board Members' comments or requests.

310

311 NINETEENTH ORDER OF BUSINESS

Public Comments

312

313 No members of the public spoke.

314

315 TWENTIETH ORDER OF BUSINESS

Adjournment

316

317 On MOTION by Mr. Lefere and seconded by Ms. Martin, with all in favor, the
318 meeting adjourned at 10:56 a.m.

319
320
321
322
323

Secretary/Assistant Secretary

Chair/Vice Chair

CALDERA

COMMUNITY DEVELOPMENT DISTRICT

**STAFF
REPORTS**

CALDERA COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE		
LOCATION		
<i>Greater Hernando County Chamber of Commerce 15588 Aviation Loop Drive, Brooksville, Florida 34604</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 17, 2024 CANCELED	Regular Meeting	10:30 AM
November 21, 2024 CANCELED	Regular Meeting	10:30 AM
December 19, 2024 CANCELED	Regular Meeting	10:30 AM
January 16, 2025 CANCELED	Regular Meeting	10:30 AM
February 20, 2025 CANCELED	Regular Meeting	10:30 AM
March 20, 2025	Regular Meeting	10:30 AM
April 17, 2025	Regular Meeting	10:30 AM
May 15, 2025	Regular Meeting	10:30 AM
July 17, 2025	Regular Meeting	10:30 AM
August 21, 2025	Regular Meeting	10:30 AM
September 18, 2025	Regular Meeting	10:30 AM