EAST NASSAU STEWARDSHIP DISTRICT

February 15, 2024

GOVERNING BOARD

REGULAR MEETING AGENDA

EAST NASSAU
STEWARDSHIP DISTRICT

AGENDA
LETTER

East Nassau Stewardship 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

February 8, 2024

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

Board of Supervisors
East Nassau Stewardship District

Dear Board Members:

The Board of Supervisors of the East Nassau Stewardship District will hold a Regular Meeting on February 15, 2024 at 10:00 a.m., at the Fernandina Beach Municipal Airport, 700 Airport Road, Fernandina Beach, Florida 32034. The agenda is as follows:

1. Call to Order
2. Roll Call
3. Chairman's Opening Remarks
4. Consent Agenda
   - A. Acceptance of Unaudited Financial Statements as of December 31, 2023
   - B. Approval of January 18, 2024 Public Hearings and Regular Meeting Minutes
   - C. Ratification Items
     - I. Supplemental Acquisition and Monitoring-Activities Funding Agreement [Conservation Lands and Mobility Trails] *dated January 22, 2024*
     - II. Acquisition of Wildlight PDP 3, Pod 4 North Landscape Tracts 1, 8, 2b, Recreational Tract 1, Stormwater Pond Tract 4-5 and related Improvements and Work Product
5. Public Comments *(limited to 3 minutes per person)*
6. Consideration of Acquisition of Whistling Duck Pond, FPL Easement and Common Areas (Wildlight PDP 3 Pod 4 North Landscape, Recreation Pond, FPL Easement with Mobility Trail, and Future ROW tract with Reverter)
7. Consideration of Resolution 2024-17, Relating to the Amendment of the Annual Budget for the Fiscal Year Beginning October 1, 2022 and Ending September 30, 2023; and Providing for an Effective Date

8. Consideration of District Special Event Form
   A. Consideration of Revised Run Wild 2024 Event Map
9. Consideration of The Greenery of North Florida, Inc., First Amendment to Landscape and Irrigation Maintenance Agreement
10. Consideration of Resolution 2024-18, Designating a Date, Time, and Location for Landowners' Meeting and Election; Providing for Publication; Establishing Forms for the Landowner Election; and Providing for Severability and an Effective Date
11. Consideration of Resolution 2024-20 Confirming, Ratifying and Approving Final Stewardship District Manual for Land Management for Conservation Lands for the East Nassau Community Planning Area Sector Plan, First Approved by Resolution 2022-19 as Amended by Resolution 2024-10; Appointing a Board Representative Regarding Implementation of Same; Authorizing Appointee and District Staff to Take All Actions Necessary Related to Same; Providing for Severability and an Effective Date
12. Development Update/Staff Reports
   A. Developer
   B District Counsel: *Kutak Rock LLP*
   C. District Engineer: *England-Thims & Miller, Inc.*
   D. Field Operations: *CCMC*
   E. District Manager: *Wrathell, Hunt and Associates, LLC*
      - NEXT MEETING DATE: March 21, 2024 at 10:00 AM
        - QUORUM CHECK

SEAT 1	MIKE HAHAJ	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 2	ROB FANCHER	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 3	TOMMY JINKS	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 4	JAIME NORTHRUP	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 5	MAX HORD	☐ IN PERSON	☐ PHONE	☐ NO

13. Board Members' Comments/Requests
14. Public Comments
15. Adjournment

Should you have any questions or concerns, please do not hesitate to contact me directly at (561) 719-8675 or Ernesto Torres at (904) 295-5714.

Sincerely,

Craig Wrathell
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE
CALL-IN NUMBER: 1-888-354-0094
PARTICIPANT PASSCODE: 782 134 6157

EAST NASSAU
STEWARDSHIP DISTRICT

CONSENT AGENDA

EAST NASSAU
STEWARDSHIP DISTRICT

UNAUDITED FINANCIAL STATEMENTS

EAST NASSAU STEWARDSHIP DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
DECEMBER 31, 2023

EAST NASSAU STEWARDSHIP DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
DECEMBER 31, 2023

	General Fund	Special Revenue Fund DSAP #1	Special Revenue Fund DSAP #2	Special Revenue Fund Commerce Park	Debt Service Fund 2018	Debt Service Fund 2021	Capital Projects Fund 2018	Capital Projects Fund 2021	Total Governmental Funds
ASSETS									
Cash	$ 1,315,300	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,315,300
SunTrust debit	380	-	-	-	-	-	-	-	380
Investments									
Revenue	-	-	-	-	296,368	535,636	-	-	832,004
Reserve	-	-	-	-	160,225	337,200	-	-	497,425
Prepayment	-	-	-	-	59,590	2,036	-	-	61,626
Construction	-	-	-	-	-	-	243,042	26,682	269,724
Construction reserve: Wildlight Ave*	-	-	-	-	-	-	-	393,425	393,425
Sinking	-	-	-	-	-	95	-	-	95
Due from FPL 2022	-	1,813	-	-	-	-	-	-	1,813
Due from Wildlight LLC	-	110,753	-	20,666	-	78,762	-	-	210,181
Due from Wildlight Residential	3,965	-	-	-	-	-	-	-	3,965
Due from Wildlight Commercial	3,965	-	-	-	-	-	-	-	3,965
Due from general fund	-	1,349,052	-	41,333	12,365	13,186	-	-	1,415,936
Due from special revenue fund	99,317	-	-	-	-	-	-	-	99,317
Due from capital projects fund	-	-	-	-	-	-	-	242,309	242,309
Security deposit	-	3,000	-	-	-	-	-	-	3,000
Utility deposits	-	50	-	-	-	-	-	-	50
Buildout deposits	-	42,088	-	-	-	-	-	-	42,088
Total assets	$ 1,422,927	$ 1,506,756	$ -	$ 61,999	$ 528,548	$ 966,915	$243,042	$ 662,416	$ 5,392,603
LIABILITIES AND FUND BALANCES									
Liabilities:									
Accounts payable	$ 2,800	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,800
Accounts payable on-site	-	17,818	-	-	-	-	-	-	17,818
Retainage payable	-	-	-	-	-	-	-	802,399	802,399
Due to general fund	-	99,317	-	-	-	-	-	-	99,317
Due to special revenue fund - DSAP #1	1,349,052	-	-	-	-	-	-	-	1,349,052
Due to special revenue fund - Commerce Park	41,333	-	-	-	-	-		-	41,333
Due to debt service fund - series 2018	12,365	-	-	-	-	-	-	-	12,365
Due to debt service fund - series 2021	13,186	-	-	-	-	-	-	-	13,186
Due to capital projects fund	-	-	-	-	-	-	242,309	-	242,309
Landowner advance	6,500	-	-	-	-	-	-	-	6,500
Total liabilities	1,425,236	117,135	-	-	-	-	242,309	802,399	2,587,079
DEFERRED INFLOWS OF RESOURCES									
Deferred receipts	7,930	112,566	-	20,666	-	78,762	-	-	219,924
Total deferred inflows of resources	7,930	112,566	-	20,666	-	78,762	-	-	219,924
Fund balances:									
Restricted for:									
Debt service	-	-	-	-	528,548	888,153	-	-	1,416,701
Capital projects	-	-	-	-	-	-	733	(139,983)	(139,250)
Unassigned	(10,239)	1,277,055	-	41,333	-	-	-	-	1,308,149
Total fund balances	(10,239)	1,277,055	-	41,333	528,548	888,153	733	(139,983)	2,585,600
Total liabilities, deferred inflows of resources and fund balances	$ 1,422,927	$ 1,506,756	$ -	$ 61,999	$ 528,548	$ 966,915	$243,042	$ 662,416	$ 5,392,603

*Construction Reserve for Wildlight Ave obligations

EAST NASSAU STEWARDSHIP DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED DECEMBER 31, 2023

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	$ 14,557	$ 17,047	$ 20,565	83%
Assessment levy: off-roll	-	-	214,271	0%
Lease reimbursements	-	-	34,343	0%
Total revenues	14,557	17,047	269,179	6%
EXPENDITURES				
Professional & administrative				
District engineer	1,838	2,870	12,000	24%
General counsel	7,204	12,861	50,000	26%
UF environmental	-	-	40,000	0%
District manager	4,000	12,000	48,000	25%
Audit	-	-	7,000	0%
Postage	-	-	500	0%
Printing and binding	83	250	1,000	25%
Insurance - GL, POL	1,652	14,990	14,000	107%
Legal advertising	-	1,226	6,500	19%
Miscellaneous - bank charges	21	63	1,000	6%
Office lease	3,475	10,425	43,003	24%
Office utilities	240	1,054	6,000	18%
Office supplies	-	-	2,563	0%
Meeting room	-	-	500	0%
Website				
Hosting & maintenance	-	753	705	107%
ADA compliance	-	210	210	100%
Annual district filing fee	-	175	175	100%
Property taxes	-	-	900	0%
Total professional & administrative	18,513	56,877	234,056	24%
Other fees & charges				
Property appraiser and tax collector	291	339	642	53%
Total other fees & charges	291	339	642	53%
Total expenditures	18,804	57,216	234,698	24%
Excess/(deficiency) of revenues over/(under) expenditures	(4,247)	(40,169)	34,481	
Fund balances - beginning	(5,992)	29,930	105,121	
Fund balances - ending				
Assigned:				
3 months working capital	69,175	69,175	69,175	
Unassigned	(79,414)	(79,414)	70,427	
Fund balances - ending	$ (10,239)	$ (10,239)	$ 139,602	

EAST NASSAU STEWARDSHIP DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
SPECIAL REVENUE FUND - DETAILED SPECIFIC AREA PLAN #1: WILDLIGHT
FOR THE PERIOD ENDED DECEMBER 31, 2023

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	$ 472,624	$ 553,470	$ 599,466	92%
Assessment levy: off-roll	-	-	324,290	0%
Total revenues	472,624	553,470	923,756	60%
EXPENDITURES				
Field operations				
Field operations	-	19,540	116,893	17%
Administration and accounting	833	2,500	10,000	25%
Wetland and conservation maintenance	-	-	10,000	0%
Landscape	62,558	136,571	694,064	20%
Lake maintenance	-	1,950	19,108	10%
Pest control	-	-	1,000	0%
Street cleaning	-	-	12,000	0%
Street light lease	6,305	12,610	111,150	11%
Repairs & maintenance	483	1,737	25,000	7%
Electricity	26	174	984	18%
Irrigation (potable)	242	701	41,169	2%
Landscape replacement	-	-	69,406	0%
Parts & supplies	68	68	3,000	2%
Contingency	-	-	250	0%
Insurance	-	-	5,000	0%
Debt service fund accounting: series 2018	625	1,875	7,500	25%
Debt service fund accounting: series 2021	625	1,875	7,500	25%
Arbitrage rebate calculation	-	500	1,000	50%
Dissemination agent	167	500	2,000	25%
Trustee (series 2018 bonds)	-	-	4,000	0%
Trustee (series 2021 bonds)	-	-	4,000	0%
Total field operations	71,932	180,601	1,145,024	16%
Other fees & charges				
Property appraiser and tax collector	9,452	11,069	18,733	59%
Total other fees & charges	9,452	11,069	18,733	59%
Total expenditures	81,384	191,670	1,163,757	16%
Excess/(deficiency) of revenues over/(under) expenditures	391,240	361,800	(240,001)	
Fund balances - beginning	885,815	915,255	624,494	
Assigned:				
3 months working capital	294,689	294,689	294,689	
Disaster recovery	75,000	75,000	75,000	
Unassigned	907,366	907,366	14,804	
Fund balances - ending	$ 1,277,055	$ 1,277,055	$ 384,493	

EAST NASSAU STEWARDSHIP DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
SPECIAL REVENUE FUND - DETAILED SPECIFIC AREA PLAN #2
FOR THE PERIOD ENDED DECEMBER 31, 2023

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Landowner contribution	$ -	$ -	$ 9,000	0%
Total revenues	-	-	9,000	0%
EXPENDITURES				
Field operations				
Administration and accounting	-	-	7,500	0%
Contingency	-	-	500	0%
Dissemination agent	-	-	1,000	0%
Total expenditures	-	-	9,000	0%
Excess/(deficiency) of revenues over/(under) expenditures	-	-	-	
Fund balances - beginning	-	-	4,250	
Fund balances - ending	$ -	$ -	$ 4,250	

EAST NASSAU STEWARDSHIP DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
SPECIAL REVENUE FUND - COMMERCE PARK
FOR THE PERIOD ENDED DECEMBER 31, 2023

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	$ -	$ -	$ 64,434	0%
Assessment levy: off-roll	-	-	101,269	0%
Total revenues	-	-	165,703	0%
EXPENDITURES				
Field operations				
Field operations	-	-	17,018	0%
Administration and accounting	-	-	250	0%
Wetland and conservation maintenance	-	-	10,000	0%
Landscape	-	-	74,024	0%
Lake maintenance	-	-	8,522	0%
Pest control	-	-	500	0%
Street cleaning	-	-	4,200	0%
Street light lease	-	-	17,160	0%
Repairs & maintenance	-	-	5,000	0%
Electricity	-	-	1,800	0%
Irrigation (potable)	-	-	11,058	0%
Landscape replacement	-	-	7,402	0%
Parts & supplies	-	-	1,500	0%
Contingency	-	-	250	0%
Insurance	-	-	5,000	0%
Total expenditures	-	-	163,684	0%
Other fees & charges				
Property appraiser and tax collector	-	-	2,014	0%
Total other fees & charges	-	-	2,014	0%
Total expenditures	-	-	165,698	0%
Excess/(deficiency) of revenues over/(under) expenditures	-	-	5	
Fund balances - beginning	41,333	41,333	4	
Fund balances - ending	$ 41,333	$ 41,333	$ 9	

EAST NASSAU STEWARDSHIP DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2018
FOR THE PERIOD ENDED DECEMBER 31, 2023

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Special assessment: on-roll - net	$ 233,886	$ 273,894	$ 340,148	81%
Assessment prepayments	19,459	58,377	-	N/A
Interest	900	3,703	-	N/A
Total revenues	254,245	335,974	340,148	99%
EXPENDITURES				
Debt service				
Principal	-	-	90,000	0%
Principal prepayment	-	30,000	-	N/A
Interest	-	116,943	234,149	50%
Total debt service	-	146,943	324,149	45%
Other fees & charges				
Property appraiser	-	-	3,543	0%
Tax collector	4,677	5,478	7,086	77%
Total other fees and charges	4,677	5,478	10,629	52%
Total expenditures	4,677	152,421	334,778	46%
Excess/(deficiency) of revenues over/(under) expenditures	249,568	183,553	5,370	
Fund balances - beginning	278,980	344,995	287,568	
Fund balances - ending	$ 528,548	$ 528,548	$ 292,938	

EAST NASSAU STEWARDSHIP DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2021
FOR THE PERIOD ENDED DECEMBER 31, 2023

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Special assessment: on-roll - net	$ 249,414	$ 292,078	$ 351,047	83%
Special assessment: off-roll	-	-	337,780	0%
Interest	2,448	9,083	-	N/A
Total revenues	251,862	301,161	688,827	44%
EXPENDITURES				
Debt service				
Principal	-	-	260,000	0%
Interest	-	208,942	419,730	50%
Total debt service	-	208,942	679,730	31%
OTHER FINANCING SOURCES/(USES)				
Property appraiser	-	-	3,657	0%
Tax collector	4,988	5,842	7,313	80%
Total other financing sources/(uses)	4,988	5,842	10,970	53%
Total expenditures	4,988	214,784	690,700	31%
Excess/(deficiency) of revenues over/(under) expenditures	246,874	86,377	(1,873)	
Fund balances - beginning	641,279	801,776	556,569	
Fund balances - ending	$ 888,153	$ 888,153	$ 554,696	

EAST NASSAU STEWARDSHIP DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2018
FOR THE PERIOD ENDED DECEMBER 31, 2023

	Current Month	Year To Date
REVENUES		
Interest	$ 732	$ 733
Total revenues	732	733
EXPENDITURES	-	-
Total expenditures	-	-
Excess/(deficiency) of revenues over/(under) expenditures	732	733
Fund balances - beginning	1	-
Fund balances - ending	$ 733	$ 733

EAST NASSAU STEWARDSHIP DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2021
FOR THE PERIOD ENDED DECEMBER 31, 2023

	Current Month	Year To Date
REVENUES		
Landowner contribution	$ -	$ 242,309
Interest	2,658	8,097
Total revenues	2,658	250,406
EXPENDITURES	-	-
Total expenditures	-	-
Excess/(deficiency) of revenues over/(under) expenditures	2,658	250,406
Fund balances - beginning	(142,641)	(390,389)
Fund balances - ending	$ (139,983)	$ (139,983)

EAST NASSAU
STEWARDSHIP DISTRICT

MINUTES

MINUTES OF MEETING
EAST NASSAU STEWARDSHIP DISTRICT

The Board of Supervisors of the East Nassau Stewardship District held Public Hearings and a Regular Meeting on January 18, 2024 at 10:00 a.m., at the Fernandina Beach Municipal Airport, 700 Airport Road, Fernandina Beach, Florida 32034.

Present were:

Mike Hahaj	Chair
Tommy Jinks	Vice Chair
Max Hord	Assistant Secretary

Also present:

Craig Wrathell	District Manager
Ernesto Torres	Wrathell, Hunt and Associates, LLC (WHA)
Michelle Rigoni	District Counsel
Zach Brecht	District Engineer
Todd Haskett	CCMC
Roger Kintz	CCMC
Carol Brown	Landowner Representative
Nicholas McTurk	Resident

FIRST ORDER OF BUSINESS **Call to Order**

Mr. Torres called the meeting to order at 10:00 a.m.

SECOND ORDER OF BUSINESS **Roll Call**

Supervisors Hahaj, Jinks and Hord were present. Supervisors Fancher and Northrup were not present.

THIRD ORDER OF BUSINESS **Chairman's Opening Remarks**

Mr. Hahaj voiced his appreciation for everyone's hard work drafting the agenda and for all the efforts behind the scenes.

FOURTH ORDER OF BUSINESS **Consent Agenda**

Mr. Torres presented the following:

A. Acceptance of Unaudited Financial Statements as of November 30, 2023

B. Approval of December 18, 2023 Regular Meeting Minutes

C. Ratification Items

I. Documents of Conveyance of Portions of Cross-Town Boulevard, Curiosity Avenue, and Wildlight Avenue in Pods 4 and 5

II. First Amendment to Florida Waterways, Inc., Agreement for Pond Management Services [Pond 13]

On MOTION by Mr. Hord and seconded by Mr. Hahaj with all in favor, the Consent Agenda Items, as presented, were accepted, approved and ratified, respectively.

FIFTH ORDER OF BUSINESS **Public Comments (limited to 3 minutes per person)**

There were no public comments.

SIXTH ORDER OF BUSINESS **Public Hearing to Consider the Adoption of an Assessment Roll and the Imposition of Special Assessments Relating to the Financing and Securing of Certain Public Improvements for Wildlight Village Phase 3**

Mr. Wrathell recalled that updated Engineer's and Master Methodology Reports for Wildlight Village Phase 3 were presented and approved at the last Board Meeting.

A. Affidavit/Proof of Publication

B. Mailed Notice to Property Owner(s)

Items A and B were included for informational purposes.

C. Consideration of Resolution 2024-12, Authorizing District Projects for Construction and/or Acquisition of Infrastructure Improvements; Equalizing, Approving, Confirming, and Levying Special Assessments on Property Within the Area Known as Wildlight Village Phase 3 Specially Benefited By Such Projects to Pay the Cost Thereof; Providing for the Payment and the Collection of Such Special Assessments By the Methods Provided for by Chapters 170 and 197, Florida Statutes , and Chapter 2017-206, Laws of Florida; Confirming the District's Intention to Issue Special Assessment Revenue Bonds; Making Provisions for Transfers of Real Property to Governmental Bodies; Providing for the Recording of an Assessment Notice; Providing for Severability, Conflicts and an Effective Date

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

I. Exhibit A: Presentation of Amended and Restated Engineer's Report for Wildlight Village Phase 3, dated December 18, 2023, as revised and adopted January 18, 2024

Mr. Wrathell asked Mr. Brecht to briefly review the Amended and Restated Engineer's Report for Wildlight Village Phase 3.

Mr. Brecht presented the Amended and Restated Engineer's Report for Wildlight Village Phase 3, dated December 18, 2023 and reported the following:

- The Report was updated to address narrative comments from Bond Counsel; most notably, to emphasize that the proposed improvements will be done on lands owned by the District and will be for public benefit.
- There were no changes to the dollar amounts, which are being expended on public infrastructure.

Mr. Wrathell summarized that there was no increase in costs; overall, the Wildlight Village Phase 3 costs total $14,430,651. However, there was additional master infrastructure for Wildlight Village Phases 1 and 2 that was already completed for which the Developer was

not funded, which brings the total master costs to $23,200,994 and the neighborhood infrastructure improvements at $36,286.798, for a total of $59,309,792.

Ms. Rigoni asked and Mr. Brecht responded to the following questions:

Ms. Rigoni: Are the cost estimates in the updated Engineer's Report reasonable and proper?

Mr. Brecht: They are.

Ms. Rigoni: Are you aware of any reasons the District cannot move forward with the capital improvement program at this time?

Mr. Brecht: I am not.

II. Exhibit B: Amended and Restated Master Special Assessment Methodology Report for Wildlight Village Phase 3, dated December 18, 2023, as revised and adopted January 18, 2024

Mr. Wrathell presented the Amended and Restated Master Special Assessment Methodology Report for Wildlight Village Phase 3, dated December 18, 2023, as revised and to be adopted January 18, 2024. He briefly reviewed the Appendix Tables on Pages 14 through 19.

Mr. Hahaj stated he appreciated the updates and voiced his understanding that this impacts the geographical area outlined in the Engineer's Report and Phase 3 does not impact the homeowners in Wildlight Village Phases 1 and 2, directly; it is for the Landowner. Mr. Wrathell stated that is correct; when the work is complete, Wildlight Village Phase 1 and Phase 2 residents will be able to traverse through Wildlight Village Phase 3 and they will receive a benefit that they do not have to pay for.

Ms. Rigoni asked and Mr. Wrathell responded to the following questions:

Ms. Rigoni: Do the lands subject to the assessments receive special benefits from the Wildlight Village Phase 3 project?

Mr. Wrathell: Yes, they do.

Ms. Rigoni: Are the special assessments reasonably apportioned among those lands subject to the assessments?

Mr. Wrathell: Yes.

Ms. Rigoni: Is it reasonable, proper and just to assess the costs of the Wildlight Village Phase 3 project against the lands of the District in accordance with the Methodology, which results in the special assessments set forth in the assessment roll?

Mr. Wrathell: Yes.

Ms. Rigoni: Will the special benefits that are received by the land be equal to or in excess of the special assessment levied?

Mr. Wrathell: Yes.

Ms. Rigoni: Is it in the best interest of the District to levy special assessments to be collected in accordance with the Methodology and the resolutions.

Mr. Wrathell: Yes.

- **Hear testimony from the affected property owners as to the propriety and advisability of making the improvements and funding them with special assessments on the property.**

No affected property owners or members of the public spoke.

- **Thereafter, the governing authority shall meet as an equalizing board to hear any and all complaints as to the special assessments on a basis of justice and right.**

The Board, sitting as the Equalizing Board, made no changes to the assessment levels.

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

Mr. Wrathell presented Resolution 2024 and read the title.

Ms. Rigoni summarized Sections 1 through 11 of the Resolution, noted that the Report titles and the dates mentioned will be updated to include the corrected date that the Resolution was prepared. She recommended adoption, in substantial form.

On MOTION by Mr. Hahaj and seconded by Mr. Jinks, with all in favor, Resolution 2024-12, Authorizing District Projects for Construction and/or Acquisition of Infrastructure Improvements; Equalizing, Approving, Confirming, and Levying Special Assessments on Property Within the Area Known as Wildlight Village Phase 3 Specially Benefited By Such Projects to Pay the Cost

Thereof; Providing for the Payment and the Collection of Such Special Assessments By the Methods Provided for by Chapters 170 and 197, Florida Statutes , and Chapter 2017-206, Laws of Florida; Confirming the District's Intention to Issue Special Assessment Revenue Bonds; Making Provisions for Transfers of Real Property to Governmental Bodies; Providing for the Recording of an Assessment Notice; Providing for Severability, Conflicts and an Effective Date, in substantial form, was adopted.

SEVENTH ORDER OF BUSINESS **Public Hearing to Consider the Adoption of an Assessment Roll and the Imposition of Special Assessments Relating to the Financing and Securing of Certain Public Improvements for Preliminary Development Plan #4**

A. Affidavit/Proof of Publication

B. Mailed Notice to Property Owner(s)

Items A and B were included for informational purposes.

C. Consideration of Resolution 2024-13, Authorizing District Projects for Construction and/or Acquisition of Infrastructure Improvements; Equalizing, Approving, Confirming, and Levying Special Assessments on Property Within the Area Known as Preliminary Development Plan #4 Specially Benefited By Such Projects to Pay the Cost Thereof; Providing for the Payment and the Collection of Such Special Assessments By the Methods Provided for by Chapters 170 and 197, Florida Statutes, and Chapter 2017-206, Laws of Florida; Confirming the District's Intention to Issue Special Assessment Revenue Bonds; Making Provisions for Transfers of Real Property to Governmental Bodies; Providing for the Recording of an Assessment Notice; Providing for Severability, Conflicts and an Effective Date

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

I. Exhibit A: Amended and Restated Engineer's Report for Preliminary Development Plan #4, dated December 18, 2023, as revised and adopted January 18, 2024

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

Mr. Brecht presented the Amended and Restated Engineer's Report for Preliminary Development Plan #4, dated December 18 2023. The changes made were strictly narrative, as per Bond Counsel's comments, and there were no changes in cost.

In response to Mr. Wrathell's question, Mr. Brecht confirmed that the total buildout for master infrastructure is $216,153,000 and the total neighborhood infrastructure improvement amount is $249,151,000, for a total of $465,304,000.

Ms. Rigoni asked and Mr. Brecht responded to the following questions:

Ms. Rigoni: Are the cost estimates still reasonable and proper?

Mr. Brecht: They are.

Ms. Rigoni: Are you aware of any reasons the District cannot carry out the capital improvement program for PDP #4?

Mr. Brecht: I do not.

II. Exhibit B: Amended and Restated Master Special Assessment Methodology Report for Preliminary Development Plan #4, dated December 18, 2023, as revised and adopted January 18, 2024

Mr. Wrathell presented the Amended and Restated Master Special Assessment Methodology Report for Preliminary Development Plan #4, dated December 18, 2023, as revised and to be adopted January 18, 2024. He briefly reviewed the Appendix Tables on Pages 14 through 19.

Ms. Rigoni asked and Mr. Wrathell responded to the following questions:

Ms. Rigoni: Do the lands subject to the assessments receive special benefits from the PDP #4 project?

Mr. Wrathell: Yes.

Ms. Rigoni: Are the special assessments reasonably apportioned among those lands subject to the assessments?

Mr. Wrathell: Yes.

Ms. Rigoni: Is it reasonable, proper and just to assess the costs of the PDP #4 project against the lands of the District in accordance with the Methodology?

Mr. Wrathell: Yes.

Ms. Rigoni: Will the special benefits that are received by the land be equal to or in excess of the special assessment levied?

Mr. Wrathell: Yes.

Ms. Rigoni: And is it in the best interest of the District to levy those assessments to be collected in accordance with the Methodology?

Mr. Wrathell: Yes.

- **Hear testimony from the affected property owners as to the propriety and advisability of making the improvements and funding them with special assessments on the property.**

No affected property owners or members of the public spoke.

- **Thereafter, the governing authority shall meet as an equalizing board to hear any and all complaints as to the special assessments on a basis of justice and right.**

The Board, sitting as the Equalizing Board, made no changes to the assessment levels.

Mr. Hahaj stated PDP #4 does not affect homeowners in Wildlight Villages Phases 1 and 2. Mr. Wrathell stated, if residents from Wildlight Villages Phases 1 and 2 eventually traverse into the PDP #4 area, they can do so without having to pay any costs associated with it.

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

Mr. Wrathell presented Resolution 2024-13 and read the title.

Ms. Rigoni stated that Staff will update the Report titles and dates. She recommended adoption in substantial form.

On MOTION by Mr. Hord and seconded by Mr. Jinks, with all in favor, Resolution 2024-13, Authorizing District Projects for Construction and/or Acquisition of Infrastructure Improvements; Equalizing, Approving, Confirming, and Levying Special Assessments on Property Within the Area Known as Preliminary Development Plan #4 Specially Benefited By Such Projects to Pay the Cost Thereof; Providing for the Payment and the Collection of Such Special Assessments By the Methods Provided for by Chapters 170 and 197, Florida Statutes, and Chapter 2017-206, Laws of Florida; Confirming the District's Intention to Issue Special Assessment Revenue Bonds; Making Provisions for Transfers of Real Property to Governmental Bodies; Providing for the Recording of an Assessment Notice; Providing for Severability, Conflicts and an Effective Date, in substantial form, to be updated by Counsel, in substantial form, was adopted.

EIGHTH ORDER OF BUSINESS **Consideration of Second Amendment to Florida Waterways, Inc., Agreement for Pond Management Services [Ponds WL-5-1, WL 5-2, WL-4-4A, WL-4-2, WL-4-1]**

Mr. Torres presented the Second Amendment to the Agreement between the District and Florida Waterways, Inc., for Pond Management Services of Ponds WL-5-1, WL 5-2, WL-4-4A, WL-4-2 and WL-4-1, for an additional $300 in services.

On MOTION by Mr. Hahaj and seconded by Mr. Hord, with all in favor, the Second Amendment to the Florida Waterways, Inc., Agreement for Pond Management Services for Ponds WL-5-1, WL 5-2, WL-4-4A, WL-4-2 and WL-4-1, for an additional $300, was approved.

NINTH ORDER OF BUSINESS **Consideration of Acquisition Agreement for Wildlight Village Phase 3 (Series 2024 Bonds)**

Ms. Rigoni presented the Acquisition Agreement between the District and Wildlight LLC for the Wildlight Village Phase 3 project related to the Series 2024 Bonds. The substantial terms

of the Agreement are the same as the 2018 and 2021 deals in that the same structure is followed and the Agreement provides for similar documentations and expectations for any acquisitions that were for reimbursement with the bond proceeds. Ms. Rigoni recommended approval in substantial form.

On MOTION by Mr. Hahaj and seconded by Mr. Jinks, with all in favor, the Acquisition Agreement for Wildlight Village Phase 3 (Series 2024 Bonds), in substantial form, was approved.

TENTH ORDER OF BUSINESS **Discussion: Phase 3 Roadways Acquisition**

There were on updates.

ELEVENTH ORDER OF BUSINESS **Consideration of Resolution 2024-16, Amending Resolution 2023-10, Which Levied and Imposed an Annual Operations and Maintenance Special Assessment for the Fiscal Year Beginning October 1, 2023; Confirming, Ratifying, and Approving Amended O&M Assessment Roll for Fiscal Year 2023/2024; and Addressing Conflicts, Severability and an Effective Date**

Mr. Torres presented Resolution 2024-16.

Mr. Wrathell recalled that, at the last meeting, Staff presented a memo with assessment corrections on the tax bill for the Skinner properties. This Resolution essentially recognizes the adjustment.

On MOTION by Mr. Hahaj and seconded by Mr. Hord, with all in favor, Resolution 2024-16, Amending Resolution 2023-10, which Levied and Imposed an Annual Operations and Maintenance Special Assessment for the Fiscal Year Beginning October 1, 2023; Confirming, Ratifying, and Approving Amended O&M Assessment Roll for Fiscal Year 2023/2024; and Addressing Conflicts, Severability and an Effective Date, was adopted.

TWELFTH ORDER OF BUSINESS **Discussion Regarding Form of Special Event Application and Related Rules, Policies and/or Fees**

Ms. Rigoni recalled that, at a previous meeting, the Board entertained and authorized Staff to proceed with coordinating the Run Wild 10K event and there was also a recent bicentennial event. In consultation with various Landowners in the District, Staff realized that, as the District continues to grow, additional community event requests will be presented. For this reason, Staff recommends having an official Special Events Form that makes basic protections for the District and will require special events insurance indemnification. Staff is in the process of preparing a Special Events Form for review and, once finalized and approved, Staff will coordinate with Field Operations and District Management for processing and implementation.

THIRTEENTH ORDER OF BUSINESS **Consideration of Cost Share Agreement with Wildlight Residential Association and Wildlight Commercial Association for Utility Cart Purchase and Related Maintenance Costs**

Mr. Torres presented the Cost Share Agreement with Wildlight Residential Association and Wildlight Commercial Association for Utility Cart Purchase and Related Maintenance Costs. The costs for the utility cart will be shared by the District, Residential Association and the Commercial Association, with each paying one-third.

On MOTION by Mr. Jinks and seconded by Mr. Hord, with all in favor, the Cost Share Agreement with Wildlight Residential Association and Wildlight Commercial Association for Utility Cart Purchase and Related Maintenance Costs, was approved.

FOURTEENTH ORDER OF BUSINESS **Development Update/Staff Reports**

A. Developer

There was no update.

B. District Counsel: Kutak Rock LLP

- **Update: Required Ethics Training**

Ms. Rigoni reviewed the Kutak Rock Memorandum with updated information regarding the required annual four hours of the ethics training that all Board Member must complete, commencing in January 2024, including training course links and Form 1 filing instructions for 2025.

Ms. Rigoni discussed a temporary office space that is no longer needed and asked for a motion to terminate the cost-share agreement related to it.

On MOTION by Mr. Hahaj and seconded by Mr. Hord, with all in favor, terminating the cost-share agreement related to temporary office space that is no longer needed, was approved.

C. District Engineer: England-Thims & Miller, Inc.

Mr. Brecht reported the following:

- Cross Town Boulevard is fully operational and open.
- The next loop to enter and travel around the Wildlight amenity area is being finalized.
- The PDP #4 project commenced and is progressing.
- The County will be making road improvements on Chester Road.

Discussion ensued regarding the timing of the roadwork by the County and the ongoing construction occurring in and around the District.

D. Field Operations: CCMC

Mr. Haskett stated, other than the items in the December Operations Report provided, Staff is obtaining bids for installation of three additional speed humps.

E. District Manager: Wrathell, Hunt and Associates, LLC

- **NEXT MEETING DATE: February 15, 2024 at 10:00 AM**
  - **QUORUM CHECK**

Supervisors Hahaj and Hord confirmed their attendance at the February meeting. Supervisor Jinks was uncertain.

FIFTEENTH ORDER OF BUSINESS Board Members' Comments/Requests

There were no Board Members' comments or requests.

SIXTEENTH ORDER OF BUSINESS Public Comments

Resident Nicholas McTurk stated he was unofficially elected to be the spokesperson for his neighborhood. He reported the belief that there is an issue with motorists speeding on Daydream and that, if it is not addressed, someone will likely get hurt. Mr. Hahaj stated it is being addressed.

SEVENTEENTH ORDER OF BUSINESS Adjournment

On MOTION by Mr. Hahaj and seconded by Mr. Hord, with all in favor, the meeting adjourned at 10:58 a.m.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

420
421
422
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424 _____ _____
425 Secretary/Assistant Secretary Chair/Vice Chair

EAST NASSAU
STEWARDSHIP DISTRICT

4CI

SUPPLEMENTAL ACQUISITION AND MONITORING-ACTIVITIES FUNDING AGREEMENT [CONSERVATION LANDS AND MOBILITY TRAILS][1]

THIS AGREEMENT ("**Agreement**") is made and entered into this 22nd day of January 2024, by and between:

EAST NASSAU STEWARDSHIP DISTRICT, a local unit of special-purpose government established pursuant to Chapter 2017-206, Laws of Florida, and Chapter 189, *Florida Statutes*, and located entirely within Nassau County, Florida (the "**District**"); and

WILDLIGHT LLC, a Delaware limited liability company, and an owner of lands within the boundaries of the District, whose address is 1 Rayonier Way, Wildlight, Florida 32097, and its affiliates (the "**Landowner**"; together with the District, the "**Parties**").

RECITALS

WHEREAS, the District is a local unit of special-purpose government created and existing pursuant to Chapter 2017-206, Laws of Florida, and being situated entirely within Nassau County, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain public infrastructure improvements including a conservation and habitat network reserved for mitigation, monitoring and maintenance as perpetual conservation areas ("**Conservation Lands**") and the mobility trail and related improvements ("**Conservation Land Improvements**"); and

WHEREAS, the Landowner is the owner of certain lands in Nassau County, Florida, located within the boundaries of the District (the **"Development**") including the Conservation Lands; and

WHEREAS, the District presently intends to finance the planning, design, acquisition, construction, and installation of the Conservation Land Improvements as detailed in the *Engineers Report for Central Planning Area* dated August 10, 2017, and *Amended and Restated East Nassau Stewardship District Capital Improvement Plan for Detailed Specific Area Plan #2* dated November 16, 2023, attached hereto as **Composite Exhibit A**, as such applicable reports may be amended or supplemented from time to time (collectively, including any amendments, supplements or other related improvement plans of the District, the "**Improvement Plan**") and

[1] This Agreement supplements the *Agreement by and between the East Nassau Stewardship District and Wildlight LLC, Regarding the Acquisition of Certain Work Product, Infrastructure, and Real Property,* dated August 10, 2017, and the *Agreement by and between East Nassau Stewardship District and Wildlight LLC, Regarding the Acquisition of Certain Work Product, Infrastructure, and Real Property [Wildlight Village Phase 2]*, dated April 30, 2021 (collectively, "Acquisition Agreements") to provide for specific terms related to the acquisition of Conservation Land and Conservation Land Improvements, consistent with current plans for implementation of the Mitigation Plan and the Improvement Plan.

the anticipated costs of the Conservation Land Improvements described in the Improvement Plan are identified therein; and

WHEREAS, pursuant to the Act and District's Resolution 2022-19, as amended, the District previously adopted the *Stewardship District Manual for Land Management of Conservation Lands for The East Nassau Community Planning Area Sector Plan*, as the same may be amended from time to time ("**Habitat Management Plan**") to provide for the management of, among others, an integrated conservation and habitat network including the Conservation Lands; and

WHEREAS, the Conservation Lands are also subject to a mitigation plan (the "**Mitigation Plan**") in accordance with a permit approved by the St. Johns River Water Management District ("**SJRWMD**") under SJRWMD Permit No. 139976-1 issued to Landowner and subsequent permits and/or modifications thereof, as portion(s) of same may be transferred to the District as related to the Conservation Lands (collectively, the "**Permit**"), which Mitigation Plan activities generally can be categorized into three (3) phases and include (i) initial mitigation implementation activities, (ii) subsequent monitoring for a period of approximately five (5) years, and (iii) perpetual operation and maintenance of such mitigation areas; and

WHEREAS, the District does not have sufficient monies on hand to allow the District to contract directly for the preparation of the necessary surveys, reports, drawings, plans, permits, specifications, and related third-party development documents, as applicable, which would allow the timely commencement and completion of initial mitigation implementation activities and subsequent monitoring for the Conservation Lands (the **"Work Product"**); and

WHEREAS, the District will not have sufficient monies to proceed with either the preparation of the Work Product or the commencement of construction of the Conservation Land Improvements described in Composite Exhibit A until such time as the District has closed on the sale of its proposed East Nassau Stewardship District (Nassau County, Florida) Revenue Bonds, which may be issued in one or more series (the **"Bonds"**), the proceeds of which may be utilized as payment for the Work Product and the Conservation Land Improvements contemplated by this Agreement; and

WHEREAS, in order to avoid a delay in the commencement of the Mitigation Plan and the construction of the Conservation Land Improvements, which delay would also delay the Landowner from implementing its planned Development program, the Landowner will advance, fund, commence, and complete and/or cause third parties to commence and complete certain work to enable the District to expeditiously commence the Mitigation Plan and provide the related infrastructure; and

WHEREAS, the Landowner, as the owner of a network of Conservation Lands, is the initial obligated permittee, and now wishes to transfer the Conservation Lands to the District prior to the start of the five-year monitoring and subsequent perpetual maintenance periods; and

WHEREAS, in order to induce the District to acquire the Conservation Lands prior to the start of the five-year monitoring and subsequent perpetual maintenance periods and in recognition that the District will not have sufficient monies on hand in order to allow the District to take on the necessary monitoring activities, the Landowner desires to fund the District's monitoring activities in order to enable to District to conduct monitoring activities in compliance with the Mitigation Plan; and

WHEREAS, as of each Acquisition Date (as hereinafter defined), Landowner desires to convey, or assign as applicable, to the extent permitted, and the District desires to acquire, the Work Product, the Conservation Land Improvements, and the Conservation Lands sufficient to allow the District to perform the monitoring activities and the perpetual operation and maintenance of the Conservation Lands and Conservation Land Improvements described in Composite Exhibit A, as such conveyances are appropriate, upon the terms and conditions contained herein; and

WHEREAS, the Landowner acknowledges and agrees that all initial mitigation implementation activities of the Conservation Lands to be conveyed pursuant to this Agreement have been completed pursuant to all applicable regulatory Permit requirements, the Mitigation Plan and the Habitat Management Plan; and

WHEREAS, the Landowner further acknowledges and agrees to timely initiate and diligently pursue transfer of applicable portion of the Permit to the District, prior to the start of the perpetual maintenance periods, in order for the District to obtain requisite authority from the SJRWMD to take on the Conservation Lands monitoring and maintenance activities; and

WHEREAS, the District and the Landowner are entering into this Agreement to ensure the timely provision of the Mitigation Plan and Conservation Land Improvements as it relates to the completion of the Development.

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 District and the Landowner agree as follows:

1. **INCORPORATION OF RECITALS.** The recitals stated above are true and correct and by this reference are incorporated as a material part of this Agreement.

2. **ACQUISITION DATE.** The Parties agree to cooperate and use good faith and best efforts to undertake and complete the acquisition process contemplated by this Agreement on such date as the Parties may jointly agree upon ("**Acquisition Date**"). The Parties agree that separate or multiple Acquisition Dates may be established for any portion of the acquisitions contemplated by this Agreement.

3. **DISTRICT ENGINEER'S REVIEW.** The District Engineer shall review each request from Landowner for acquisition of portions of Conservation Lands, Conservation Land Improvements,

and related Work Product, defined below, and shall certify to the District, among other requirements within this Agreement, that the (i) initial mitigation implementation activities have been completed on such Conservation Lands in compliance with applicable regulatory and Permit requirements and are ready for the monitoring and maintenance stage; (ii) Conservation Land Improvements are consistent with the District's overall capital improvement plan including but not limited to the Improvement Plan, and relate to future ownership, operation, and maintenance of the related Conservation Lands; (iii) associated Work Product being conveyed represent all known plans, permits, and specifications necessary for such future ownership, operation, and maintenance of the related Conservation Land Improvements; and (iv) the Conservation Land Improvements and related Work Product were prepared and/or installed in accordance with respective specifications, subject to all applicable design specifications and are capable of performing the intended functions, all as appropriate and/or applicable to each acquisition request.

4. ACQUISITION OF WORK PRODUCT. Subject to the terms and conditions of this Agreement, the District agrees to pay the actual reasonable costs incurred by the Landowner in preparation of the Work Product in accordance with the provisions of this Agreement. The Landowner shall provide copies of any and all invoices, bills, receipts, or other evidence of costs incurred by the Landowner for the Work Product acquired with proceeds from the Bonds. The District Engineer shall review all evidence of cost and shall certify to the District's Board of Supervisors the total actual amount of cost, which in the District Engineer's sole opinion, is reasonable for the Work Product. The District Engineer's opinion as to cost shall be set forth in an Engineer's Certificate which shall accompany the requisition for the funds from the District's bond trustee. In the event that the Landowner disputes the District Engineer's opinion as to cost, the District and the Landowner agree to use good faith efforts to resolve such dispute. If the Parties are unable to resolve any such dispute, the Parties agree to jointly select a third party engineer whose decision as to any such dispute shall be binding upon the Parties. Such a decision by a third party engineer shall be set forth in an Engineer's Affidavit which shall accompany the requisition for the funds from the District's bond trustee. The foregoing engineering review and certification process shall hereinafter be referred to as the "Review Process." The Parties acknowledge that the Work Product is being acquired for use by the District in connection with the construction of the Conservation Land Improvements.

a. CONVEYANCE. The Landowner agrees to convey to the District any and all of its right, title and interest in the Work Product (except as otherwise provided for in this Agreement) upon payment of the sums determined to be reasonable by the District Engineer, or a third party engineer selected pursuant to this Section, or prior to payment of such as provided for herein, and approved by the District's Board of Supervisors pursuant to and as set forth in this Agreement.

b. RELEASE AND ACCEPTANCE. Except as otherwise provided for in this Agreement, the Landowner agrees to release, or assign as applicable, to the District all transferrable right, title, and interest which the Landowner may have in and to the above described Work Product, as well as all common law, statutory, and other reserved rights

of Landowner in and to the Work Product, including any and all copyrights in the Work Product and extensions and renewals thereof under United States law and throughout the world, and all publication rights and all subsidiary rights and other rights in and to the Work Product in all forms, mediums, and media, now known or hereinafter devised if owned by Landowner. To the extent determined necessary by the District, the Landowner shall use good faith efforts to obtain all releases from any professional providing services in connection with the Work Product acquired with the proceeds of the Bonds to enable the District to use and rely upon the Work Product. Such releases may include, but are not limited to, any architectural, engineering, or other professional services.

c. **LANDOWNER REPRESENTATION AND WARRANTY.** Notwithstanding anything to the contrary contained herein: (i) Landowner's conveyance or assignment of the Work Product is made without representation or warranty whatsoever, and Landowner, its predecessors in interest, and affiliates, shall not be held liable for the Work Product or any defect therein and (ii) Landowner reserves a license to use the Work Product as set forth below, including reliance upon and enforcement thereof. The District agrees to seek recovery for any loss with respect to the Work Product from any person or entity who created the Work Product or who has provided an applicable warranty that has been assigned to the District pursuant to Section 3.D. of this Agreement.

d. **ASSIGNMENT OF WARRANTY.** The Landowner agrees to provide or cause to be provided to the District, either by assignment or directly from such third parties as may be necessary and desirable to the mutual satisfaction of the Parties hereto, any transferable warranty for the person or entity who created the Work Product which is in favor of Landowner that the Work Product is fit for the purposes to which it will be put by the District, as contemplated by the Improvement Plan.

e. **ACCESS.** The District hereby grants to Landowner, and Landowner hereby reserves, access to and the right to use the Work Product, without the payment of any fee by the Landowner, its successors, and affiliates. However, to the extent that such access to and use of the Work Product causes the District to incur any de minimus cost, such as copying costs, the Landowner agrees to pay such cost or expense.

5. ACQUISITION OF CONSERVATION LAND IMPROVEMENTS. The Landowner owns or will own certain Conservation Land Improvements to be installed on Conservation Lands, such as the mobility trails. Subject to the terms and conditions of this Agreement, the District agrees to acquire those completed portions of the Conservation Land Improvements along with the Conservation Lands at the time of Conservation Land conveyance, which were undertaken by the Landowner prior to the issuance of the District's Bonds intended to finance such Conservation Land Improvements. When a portion of the Conservation Lands ready for conveyance by the Landowner to the District, the Landowner shall notify the District in writing, describing the nature of the Conservation Land Improvement installed therein, their general location, and its estimated cost. Landowner agrees to provide, at or prior to each Acquisition Date, the following: (i) documentation of actual costs paid, (ii) instruments of conveyance such as special warranty bills

of sale or such other instruments necessary to convey such portion of the Conservation Land Improvements as may be reasonably requested by the District in accordance (but not in conflict) with this Agreement, and (iii) any other reasonable releases or documentation as may be reasonably requested by the District or Landowner in accordance (but not in conflict) with this Agreement. Any Conservation Land interests necessary for the functioning of the Conservation Land Improvements to be acquired under this paragraph shall be reviewed and conveyed in accordance with the provisions of Section 6. The District Engineer, in consultation with counsel for the District, shall determine in writing whether or not the infrastructure to be conveyed is a part of the Conservation Land Improvements contemplated by the District's Improvement Plan and if so, shall provide Landowner with a list of items necessary to complete the acquisition. Each such acquisition shall also be subject to the District Engineer's review described in Section 3 above. The District's Manager (the "**District Manager**") shall determine, in writing, whether the District has, based on the Landowner's estimate of monitoring, operation and maintenance cost, sufficient unencumbered funds to own, operate, and maintain the Conservation Land Improvement; in the event that the District Manager determines there are insufficient unencumbered funds to own, operate, and maintain the Conservation Land Improvements requested to be conveyed, Landowner agrees to fund the reasonable costs associated with same, until such time as the District can generate such necessary funds at its earliest opportunity.

a. **CONVEYANCE**. All documentation of any acquisition (e.g., bills of sale, receipts, maintenance bonds, as-builts, evidence of costs, deeds or easements, etc.) shall be to the reasonable satisfaction of the District. If any item acquired is to be conveyed to a third party governmental body, then the Landowner agrees to cooperate and provide such certifications or documents as may reasonably be required by that governmental body, if any.

b. **ENGINEER'S CERTIFICATION**. The District Engineer shall certify as to the actual cost of any Conservation Land Improvement, and the District shall pay no more than the actual cost incurred, as determined by the District Engineer.

6. **ACQUISITION OF REAL PROPERTY - CONSERVATION LANDS.** Subject to the terms and conditions of this Agreement, the Landowner may request for the District to acquire portions of Conservation Lands for which initial mitigation implementation activities have been completed.

a. **CONVEYANCE**. Landowner agrees that it will convey to the District, at or prior to each Acquisition Date as reasonably determined by the District and Landowner. Conveyance of appropriate Conservation Lands shall be by a special warranty deed (or, if less than a fee estate, by easement or other instrument) reasonably acceptable to the District's Board of Supervisors together with a metes and bounds or other description. Conservation Lands may or may not include Conservation Land Improvements, conveyance and acquisition for which shall be governed by Section 6 of this Agreement; to the extent that the Conservation Lands include Conservation Land Improvements, the Landowner shall convey such lands which are necessary for the operation and maintenance of, and access to, the Conservation Land Improvements. The District may

determine in its reasonable discretion that fee title is not necessary and, in such cases, shall accept such other interest in the lands upon which the Conservation Land Improvements are constructed as the District deems acceptable. Such special warranty deed (or, if less than fee estate, other instrument) may be subject to a reservation by Landowner of its and its successors and assigns right and privilege to use the area conveyed and/or grant to third parties the right to construct other District improvements and any future improvements to such area for any related purposes (including, but not limited to, construction traffic relating to the construction of the Development) not inconsistent with the District's use, occupation or enjoyment thereof and in compliance with applicable Permit requirements. Landowner expressly agrees that all initial mitigation implementation activities for the Conservation Lands being requested to be conveyed has been completed, or will be completed prior to the relevant Acquisition Date, pursuant to all applicable regulatory and Permit requirements. The Landowner shall pay all required closing costs (i.e., documentary stamps) if any, for the conveyance of the lands upon which the Conservation Land Improvements are constructed. The Landowner shall be responsible for all taxes and assessments levied on the lands, if any, subject to the conveyance contemplated herein until such time as the Landowner conveys all said lands to the District. At the time of conveyance, and if desired by the District, the Landowner shall provide, at its expense, an owner's title insurance policy satisfactory to the District. In the event the title search reveals exceptions to title which render title unmarketable or which, in the District's reasonable discretion, would materially interfere with the District's use of such lands, the Landowner shall have the right but not the obligation to cure such defects at no expense to the District, failing which the District shall have the right to not acquire such interest.

b. **BOUNDARY OR OTHER ADJUSTMENTS.** Landowner and the District agree that reasonable future boundary adjustments may be made as deemed necessary by both Parties in order to accurately describe lands conveyed to the District and lands which remain in Landowner's ownership. The Parties agree that any land transfers made to accommodate such adjustments shall be accomplished by donation. However, the Party requesting such adjustment shall pay any third-party transaction costs resulting from the adjustment, including but not limited to taxes, title insurance, recording fees or other third-party transfer costs.

7. TRANSFER OF PERMITS. The Landowner agrees to cooperate fully in the transfer of any permits to the District or any governmental entity with maintenance obligations for any Conservation Land and Conservation Land Improvements conveyed pursuant to this Agreement.

8. LANDOWNER'S FUNDING OBLIGATION. The Landowner agrees to make available to the District any monies necessary to fund the monitoring activities as required by the Permit and other applicable regulations, within thirty (30) days of written request by the District. The funds shall be placed in the District's general checking account and used to fund the actual cost of the monitoring activities, including but not limited to cost to retain an environmental consultant to effectuate monitoring in compliance with regulatory and Permit requirements. The Landowner

agrees to fund the actual expenses of the District incurred as a result of any monitoring activities required by regulatory and/or Permit requirements. Upon satisfaction of the Permit monitoring conditions and such portion of the Conservation Land enters the perpetual O&M stage, Landowner's funding obligations provided herein shall cease with respect to such portion of the Conservation Lands entering perpetual O&M stage. Landowner agrees that all fees, costs, or other expenses incurred by the District for the services related to the monitoring activities as required by the Permit shall be paid solely from the funds provided by Landowner pursuant to this Agreement, and the District that any funds provided by the Landowner pursuant to this agreement shall be used solely for such fees, costs, or other expenses arising from or related to the monitoring activities as required by the Permit and contemplated by this Agreement. Such payment shall be made in accordance with the District's normal invoice and payment procedures. The Landowner's payment of funds pursuant to this Agreement in no way affects Landowner's obligation to pay its proportionate share of the operation and maintenance assessments levied on lands it owns within the District.

9. **TAXES, ASSESSMENTS, AND COSTS.**

a. **TAXES, ASSESSMENTS, AND COSTS RESULTING FROM AGREEMENT.** The Landowner agrees to indemnify the District from and make payment for any and all taxes (ad valorem, personal property, intangibles, or otherwise) and non-ad valorem assessments, which may be imposed upon the District, or which the District is legally obligated to pay, as a result of the Parties entering into this Agreement, if any, whether such taxes or assessments are imposed upon the District's property or property interest, or the Landowner's property or property interest. As to any parcel of Conservation Lands conveyed by Landowner pursuant to this Agreement, the potential obligations of the Landowner to either indemnify the District or pay such taxes and assessments that may be incurred as a result of the Parties entering into this Agreement shall terminate one (1) year after conveyance of such parcel of Conservation Lands. Notwithstanding the foregoing, the Parties represent to each other that they are not aware of any such taxes or assessments imposed upon the District as of the Effective Date of this Agreement.

b. **TAXES AND ASSESSMENTS ON PROPERTY BEING ACQUIRED.** The District is an exempt governmental unit acquiring property pursuant to this Agreement for use exclusively for public purposes. Accordingly, in accordance with Florida law, the Landowner agrees to reserve an amount equal to the current ad valorem taxes and non-ad valorem assessments (with the exception of those ad valorem taxes and non-ad valorem assessments levied by the District) prorated to the date of transfer of title, based upon the expected assessment and millage rates giving effect to the greatest discount available for early payment.

i. If and only to the extent the property acquired by the District is subject to ad valorem taxes or non-ad valorem assessments, the Landowner agrees to reimburse the District for payment, or pay on its behalf, the prorated portion of any and all ad valorem taxes and non-ad valorem assessments imposed

during the calendar year in which each parcel of property is conveyed. For example, if the District acquires property in October 2023, the Landowner shall escrow the pro rata amount of taxes due for the tax bill payable in November 2023. If any additional taxes are imposed on the District's property in 2023 for a period which property was owned by Landowner, then the Landowner agrees to reimburse the District for that additional amount.

ii. Nothing in this Agreement shall prevent the District from asserting any rights to challenge any taxes or assessments imposed, if any, on any property of the District.

c. **NOTICE.** The Parties agree to provide notice to the other within ten (10) calendar days of receipt of any notice of potential or actual taxes, assessments, or costs, as a result of any transaction pursuant to this Agreement, or notice of any other taxes assessments or costs imposed on the property acquired by the District as described in subsection B above. The Landowner covenants to make any payments due hereunder in a timely manner in accordance with Florida law. In the event that the Landowner fails to make timely payment of any such taxes or costs, the Landowner acknowledges the District's right to make such payment. If the District makes such payment, the Landowner agrees to reimburse the District within thirty (30) calendar days of receiving notice of such payment, and to include in such reimbursement any fees, costs, penalties, or other expenses which accrued to the District as a result of making such a payment, including interest at the maximum rate allowed by law from the date of the payment made by the District.

d. **TAX LIABILITY NOT CREATED.** Nothing herein is intended to create or shall create any new or additional tax liability on behalf of the Landowner or the District. Furthermore, the Parties reserve all respective rights to challenge, pay under protest, contest or litigate the imposition of any tax, assessment, or cost in good faith they believe is unlawfully or inequitably imposed and agree to cooperate in good faith in the challenge of any such imposition.

10. ACQUISITION IN ADVANCE OF RECEIPT OF PROCEEDS. The District and Landowner hereby agree that an acquisition by the District may be completed prior to the District obtaining proceeds from the Bonds (**"Prior Acquisitions"**). The District agrees to pursue the issuance of the Bonds in good faith, and, within thirty (30) days from the issuance of such Bonds, to make payment for any Prior Acquisitions completed pursuant to the terms of this Agreement; provided, however, that in the event bond counsel determines that any such Prior Acquisitions are not properly compensable for any reason, including, but not limited to, federal tax restrictions imposed on tax-exempt financing, the District shall not be obligated to make payment for such Prior Acquisitions. Interest shall not accrue on the amounts owed for any Prior Acquisitions. In the event the District does not or cannot issue the Bonds within ten (10) years from the date of this Agreement, and, thus does not make payment to the Landowner for the Prior Acquisitions, then the Parties agree that the District shall have no reimbursement obligation.

11. DEFAULT. A default by either Party under this Agreement, which continues for a period of thirty (30) days after notice of such default, 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 and/or, if applicable, specific performance.

12. ENFORCEMENT OF AGREEMENT. In the event that either of the Parties is required to enforce this Agreement by court proceedings or otherwise, then the Parties agree that the prevailing Party shall be entitled to recover from the other Party, in addition to all other relief granted or awarded, all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, appellate proceedings and post-judgment collection proceedings.

13. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the District and the Landowner relating to the subject matter of this Agreement.

14. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by all Parties hereto.

15. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Landowner. The District and the Landowner have complied with all the requirements of law. The District and the Landowner have full power and authority to comply with the terms and provisions of this instrument.

16. NOTICES. All notices, requests, consents and other communications under this Agreement ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the Parties, as follows:

A.	If to Landowner:	Wildlight LLC 1 Rayonier Way Wildlight, Florida 32097 Attn: Wes Hinton
	With a copy to:	Office of General Counsel 1 Rayonier Way Wildlight, Florida 32097 Attn: Mark Bridwell
B.	If to District:	East Nassau Stewardship District 2300 Glades Road, Suite 410W Boca Raton, Florida 33431 Attn: District Manager
	With a copy to:	Kutak Rock LLP

107 W. College Avenue
Tallahassee, Florida 32301
Attn: Jonathan Johnson

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

17. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Landowner as an arm's length transaction. All Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any Party hereto.

18. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Landowner and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or entity other than the District and the Landowner any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Landowner and their respective representatives, successors, and assigns.

19. ASSIGNMENT. This Agreement may be assigned, in whole or in part, by either Party only upon the written consent of the other, which consent shall not be unreasonably withheld, conditioned, or delayed.

20. 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 Nassau County, Florida.

21. EFFECTIVE DATE. This Agreement shall be effective upon the later of the execution by the District and the Landowner.

22. TERMINATION. This Agreement may be terminated by the District or the Landowner without penalty in the event that the District does not issue its proposed Bonds.

23. 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 will be treated as such in accordance with Florida law.

24. 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.

25. 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 statute, 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 under the Doctrine of Sovereign Immunity or by operation of law.

26. 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.

27. 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.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written above.

Attest:

Max Hord
Name: Max Hord
Secretary/Assistant Secretary

EAST NASSAU STEWARDSHIP DISTRICT

Mike Hahaj
Chairperson, Board of Supervisors

Witness:

Name: Crystal L. Cook

WILDLIGHT LLC,
a Delaware limited liability company

John R. Campbell, Vice President

Comp. Exhibit A: *Engineers Report for Central Planning Area* dated August 10, 2017, and *Amended and Restated East Nassau Stewardship District Capital Improvement Plan for Detailed Specific Area Plan #2* dated November 16, 2023

EAST NASSAU STEWARDSHIP DISTRICT
ENGINEERS REPORT
For
CENTRAL PLANNING AREA

Prepared for

Board of Supervisors
East Nassau
Stewardship District

Prepared by

England-Thims & Miller, Inc.
VISION • EXPERIENCE • RESULTS
14775 Old St. Augustine Road
Jacksonville, Florida 32258
904-642-8990

E 17-042

August 10, 2017

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I. PURPOSE

This report is to document the infrastructure associated with the East Nassau Stewardship District (District), as defined in Chapter 2017-206, Laws of Florida, that is expected to be designed, permitted, constructed, acquired, operated and maintained by the District. Infrastructure that may or may not be supplied or funded by other entities will be acknowledged to provide a more complete view of the entire District. Plate 1 depicts the location of the District.

II. BACKGROUND

The District is a 23,600 ± acre independent special district located in Nassau County, Florida. The land within the District consists of parcels within the East Nassau Community Planning Area, referred to herein as the ENCPA. The authorized land uses within the ENCPA include Regional Center, Employment Center, Village Center, Resort Development, Residential (Tier 1, 2 and 3), and Conservation Habitat Network (wetland and upland conservation).

This community has a need for significant infrastructure in order for the planned development to occur. The present use is timber, which has not required the installation of infrastructure improvements to any significant degree. The Legislature determined that the District will allow for orderly financing, construction and provision of a variety of infrastructure improvements. Either the District, Nassau County, utility companies, property owners associations, or in some cases private parties, are expected to operate and maintain the infrastructure improvements contemplated within the District. The District will provide for environmental features, stormwater management systems, utility systems, parks, street lights, roads, civic uses embodied in development approvals or permit conditions, among other improvements and services authorized by Chapter 2017-206, Laws of Florida. The environmental features include the wetland and upland systems (CHNs) within the District and the state conservation areas that are used for mitigation purposes. Utilities to be provided include the distribution and collection systems for water, sewer and reuse systems, communications, electric supply facilities and other types of utilities. The primary utilities will be maintained by JEA, which is a public utility with a franchise area that extends over the entire District. The construction of the utilities will be funded by the District. The roads will include onsite major and minor roads. The civic use commitments include but are not limited to schools, parks and the donation of property for public purposes.

The infrastructure construction for the District began in 2016 and is expected to continue through the year 2066, and will consist of numerous phases. The timeline could be lengthened or shortened and the number of phases could be modified based on actual developer sales, economic conditions and future development trends in the area.

III. GENERAL INFORMATION

The terrain within the District is generally flat, with elevations ranging from elevation 50 feet down to 5 feet North American Vertical Datum (NAVD). Soils are generally clayey, typical for Nassau County. Groundwater generally is located zero to five feet below natural grade. A series of stormwater ponds and control structures will control stormwater discharge. St. Johns River Water Management District (SJRWMD) design criteria will be utilized for design of all stormwater management facilities within the District. The stormwater management design criteria of Nassau County will also be utilized for design.

The District is served or planned to be served by entry from several major roadways including I-95, US-17, State Road 200, Pages Dairy Road, and Chester Road.

Potable water will be provided by JEA, which is a community owned public utility. Reclaim water for irrigation and wastewater treatment will also be provided by JEA.

IV. LAND USES

The full development within the District boundaries is currently anticipated to include the following:

TYPE	Acreage (approximate)	Entitlements
Regional Center	1,923	11,000,000 S.F.
Employment Center	1,907	
Village Center	449	
Resort Development	1,008	
Residential Tier 1	769	24,000 Units
Residential Tier 2	3,679	
Residential Tier 3	2,720	
Wetland System	7,913	CHN 11,775 Acres
Upland Conservation	3,862	
TOTAL	**24,230**	

This Improvement Plan is specific to the Central Planning Area, which is a 2,938 acre +/- subset of the ENCPA. The development within the Central Planning Area is currently anticipated to include the following:

TYPE	Acreage (approximate)	Program
Multi-Family (For Rent)	72	1,114 units
Multi-Family (For Sale)	30	299 units
Single Family	451	1,803 units
Office	329	3,900,000 S.F.
Retail	131	1,500,000 S.F.
Industrial	127	1,400,000 S.F.
Civic/Amenity	89	

(Refer to Plate 2 for the limits of the Central Planning Area and Plate 3A and 3B for its legal description.)

V. INFRASTRUCTURE IMPROVEMENTS

The District is expected to fund, finance, construct, acquire or otherwise provide public infrastructure improvements within the District including but not limited to the following: roadways (including landscaping and lighting), stormwater management systems (i.e., stormwater management facilities, control structures, stormwater conveyance systems, etc.), recreation (i.e., mobility trails, parks), decorative walls, fences, water, sewer, and reclaim facilities together with technical and permitting fees. Table 1 lists anticipated operation and maintenance entities.

The District is located within the franchise areas of Florida Power & Light for electrical supply. Private entities are expected to provide telephone service and cable television for the lands within the District.

The capital improvements described in this report represent the present intentions of the District. The implementation of any improvements discussed in this plan requires the final approval by regulatory agencies including local, state and federal agencies. The cost estimates provided in this report have been prepared based upon recent cost data. The actual cost of construction, final design, planning, approvals and permitting may vary from the cost estimates provided. The improvements are further described in the following sections.

A. Roads

Numerous roads within the District will be constructed concurrent with development of the land within the District. The roadways will be designed and constructed in accordance with Nassau County standards and specifications. Roads outside the District boundaries may be constructed, widened or extended as required to allow for development of the property to comply with local criteria. Rights-of-way for roads inside the District may be acquired by the District. These roadways may include (but are not to be limited to):

1. Mobility Roads
2. Local Roads
3. Internal Subdivision roadways
4. I-95 Interchange
5. Other roadways affected by the development as may be required by development approval or permit

B. Utilities

The District will construct the potable water, sanitary sewer and reclaim systems necessary to support the District's residents and industrial and commercial activities. Potable water, sewer and reclaim facilities will be designed and constructed to the appropriate standards and specifications, including JEA and the State of Florida. Utilities may include offsite systems (i.e., offsite force mains, water mains, pumping facilities and treatment facilities) and onsite systems constructed as part of roadways or subdivisions.

C. Stormwater Management/Drainage

The stormwater management/drainage system for the District will be designed and constructed in accordance with St. Johns River Water Management District (SJRWMD) and Nassau County regulations. System elements will include stormwater management facilities, swales, piping, control structures, storm inlets, bio swales, etc. Land acquisition for some or all of the system elements is possible. Each portion of the system will be required to be reviewed and approved by the appropriate agencies prior to construction.

D. Landscaping and Hardscape Features

Landscaping and hardscape features will be an integral part of the District infrastructure. Typically (though not always required), major roadways will be landscaped, irrigated, and street lights provided. Development areas and various neighborhoods will have entry features and various hardscape features designed to provide a distinctive look for the community.

E. Recreation

Recreation areas throughout the District may include (but are not limited to) County, community and neighborhood parks (some with ball fields, playground equipment, restrooms, tennis courts, etc.), mobility trails, greenways, and active recreation amenities.

TABLE 1

Proposed Operation and Maintenance Responsibilities	
Description	**Anticipated Obligated Party for Maintenance**
I-95 Interchange	FDOT
Arterial/Collector Roads	Nassau County
Local/Neighborhood Roads	Nassau County/ District
Alleys	Property Owners Association
Potable Water/Sanitary Sewer/Reclaim	JEA
Electric	Florida Power and Light
Natural Gas	TECO
Mobility Trails	District
Schools	Nassau County
Recreation Facilities	Nassau County/District/YMCA
Conservation Habitat Networks	District
Communication Networks	Utility Provider or District

VI. PERMITS

Permits that will be required or that have been obtained for development include those from Nassau County, St. Johns River Water Management District, Florida Department of Transportation, U.S. Army Corps of Engineers and Florida Department of Environmental Protection. These permits are a normal part of the development process and are expected to be issued upon submittal and processing of the appropriate applications. However, all permits are subject to final agency action.

VII. OPINION OF PROBABLE COST

Table 2 presents a summary of the District financed improvements for the Central Planning Area, as described in Section VI. INFRASTRUCTURE IMPROVEMENTS of this report. In developing the estimates presented in this Table, the Engineer estimated the cost to construct the Project based on other projects of similar sizes and types. The following estimates are based upon sound engineering principles and judgment. To the estimated construction cost, professional/technical service fees were estimated at 12% and a 15% contingency was added. Initial costs are in 2017 dollars; inflation is applied based upon a 25-year buildout, at 5% per year, averaged with the 2017 cost.

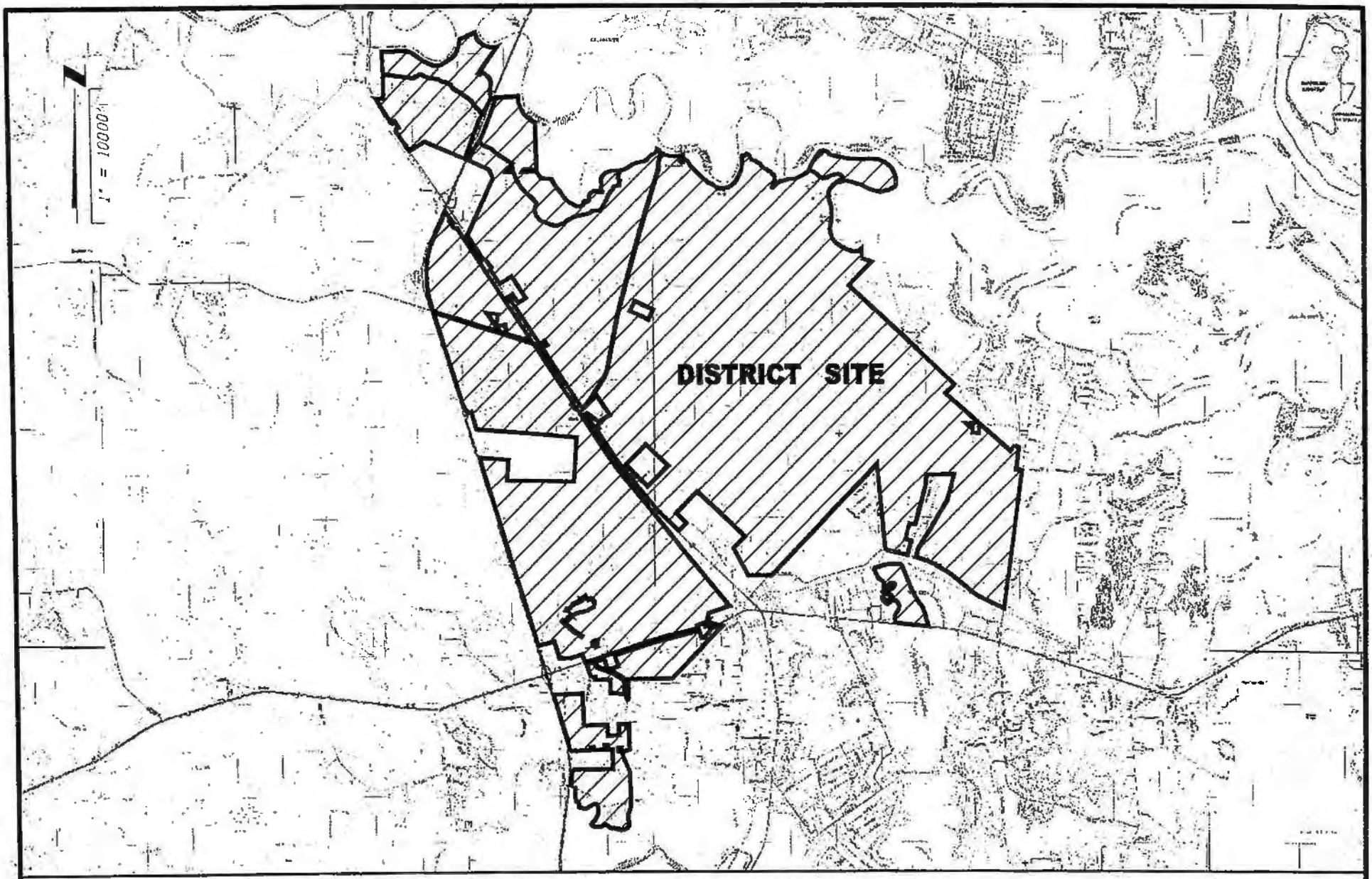
TABLE 2
PROPOSED IMPROVEMENT COSTS -- CENTRAL PLANNING AREA

Improvement Category	Master Infrastructure Improvement	Neighborhood Infrastructure Improvement
Mobility Roads	$12,700,000	
Local Roads	$19,100,000	
Neighborhood Roads		$26,400,000
Mobility/Public Trails	$8,700,000	
Stormwater Management Facilities	$26,700,000	
Utilities (Water Mains, Force Mains, Reclaim Mains, Services and Lift Stations)	$31,200,000	$24,100,000
Street Lighting	$1,400,000	$1,600,000
Landscaping/Irrigation	$6,900,000	
Parks and Recreation Facilities	$10,000,000	
Entry Feature(s)	$2,000,000	
SUBTOTAL	**$118,700,000**	**$52,100,000**
Design, Engineering, Surveying & Permitting (12%)	$14,250,000	$6,250,000
Construction Cost Contingency (15%)	$17,810,000	$7,820,000
2017 TOTAL	**$150,760,000**	**$66,170,000**
BUILDOUT TOTAL	**$330,700,000**	**$145,200,000**

VIII. SUMMARY AND CONCLUSION

The project as outlined is necessary for the functional development of the District. The project is being designed in accordance with current regulatory requirements. The project will serve its intended function provided that the construction is in substantial compliance with the design. Items of construction for the project are based upon current development plans.

It is our professional opinion that the Infrastructure costs provided herein for the District improvements are reasonable to complete the construction of the infrastructure described herein and that these infrastructure improvements will benefit and add value to the lands within the District. The estimated costs are based upon prices currently being experienced for similar items of work in North Florida. Actual costs may vary based on final engineering, planning and approvals from regulatory agencies.



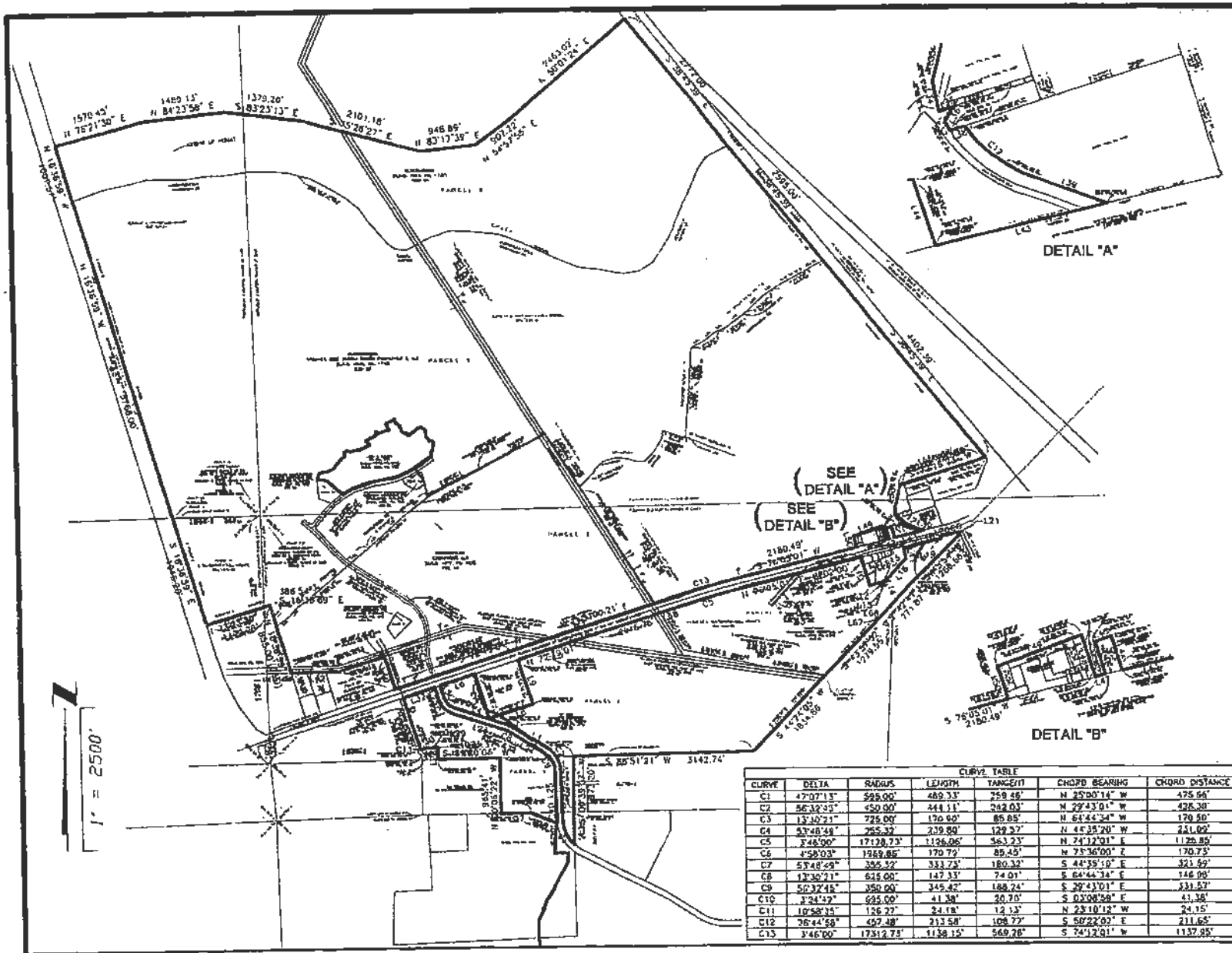
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ENGLAND - THIMS & MILLER, INC.
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TEL: (904) 642-8990, FAX: (904) 646-9485
CA - 00002584 LC - 0000316

EAST NASSAU STEWARDSHIP DISTRICT
LOCATION MAP

EAST NASSAU STEWARDSHIP DISTRICT

ETM NO.	17-042
DRAWN BY:	A.J.A.
DATE:	AUGUST 10, 2017
PLATE NO.	1

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LINE TABLE		
LINE	BEARING	LENGTH
L1	S 00°35'09" E	524.38'
L2	N 01°26'38" W	857.97'
L3	N 57°59'23" W	655.42'
L4	N 71°29'44" W	954.03'
L5	N 17°40'59" W	229.95'
L6	N 72°19'01" E	629.04'
L7	S 17°40'59" E	809.00'
L8	N 72°19'01" E	800.00'
L9	N 17°40'59" W	809.00'
L10	S 17°40'59" E	517.51'
L11	N 72°11'38" E	1103.87'
L12	S 17°48'24" E	73.85'
L13	N 72°11'38" E	50.00'
L14	N 17°48'24" W	73.85'
L15	N 72°11'38" E	52.03'
L16	N 42°10'12" E	531.94'
L17	N 13°54'59" W	180.22'
L18	N 76°05'01" E	675.00'
L19	N 13°54'59" W	40.00'
L20	N 76°05'01" E	155.31'
L21	S 29°30'41" E	50.46'
L22	S 17°40'59" E	229.95'
L23	S 71°29'44" E	954.03'
L24	S 57°59'23" E	655.42'
L25	S 01°26'38" E	857.97'
L26	N 67°35'28" W	478.97'
L27	S 89°40'42" W	528.86'
L28	N 00°39'54" W	208.70'
L29	S 89°20'06" W	208.70'
L30	S 69°45'17" W	94.89'
L31	N 17°40'59" W	821.12'
L32	N 72°19'01" E	574.73'
L33	S 13°25'59" W	481.74'
L34	S 11°04'43" E	89.85'
L35	N 72°19'49" E	44.42'
L36	S 32°37'18" W	48.23'
L37	S 31°02'03" E	30.01'
L38	N 72°18'45" E	43.74'
L39	S 69°51'30" E	258.80'
L40	N 17°40'59" W	598.05'
L41	S 72°15'36" W	818.28'
L42	S 89°00'32" W	840.26'
L43	S 76°05'01" W	511.09'
L44	N 17°43'59" W	208.84'
L45	S 72°15'01" W	99.78'
L46	S 17°43'59" E	200.00'
L47	S 76°05'01" W	60.13'
L48	N 17°43'59" W	256.00'
L49	S 70°03'30" W	522.09'
L50	S 17°05'38" E	201.00'
L51	N 54°13'06" E	303.81'
L52	N 40°27'41" E	175.94'
L53	N 56°04'17" E	259.38'
L54	N 49°36'57" E	432.18'
L55	N 50°18'44" E	578.76'
L56	N 50°34'30" E	313.83'
L57	N 49°56'51" E	612.54'
L58	N 47°54'07" E	421.11'
L59	N 52°26'48" E	575.16'
L60	N 50°31'45" E	254.25'
L61	N 52°25'59" E	246.51'
L62	N 69°09'53" E	190.81'
L63	N 52°17'44" E	484.96'
L64	N 46°08'42" E	366.19'
L65	N 56°16'19" E	306.28'
L66	N 86°46'31" W	43.23'
L67	S 03°05'38" W	50.06'
L68	N 72°19'01" E	306.29'
L69	S 17°40'59" E	134.27'
L70	N 72°11'38" E	523.66'
L71	N 17°43'59" W	98.67'
L72	N 76°05'01" E	1066.06'

CURVE TABLE						
CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD BEARING	CHORD DISTANCE
C1	47°07'13"	585.00'	489.33'	259.46'	N 25°00'14" W	475.66'
C2	56°32'35"	450.00'	444.11'	242.03'	N 29°43'01" W	426.38'
C3	13°30'21"	725.00'	170.90'	85.85'	N 64°44'34" W	170.50'
C4	53°48'49"	285.32'	239.99'	129.37'	N 45°35'20" W	231.09'
C5	5°48'00"	17128.73'	1936.06'	968.23'	N 74°12'01" E	1935.85'
C6	4°58'03"	1969.85'	170.79'	85.45'	N 75°36'00" E	170.73'
C7	53°48'49"	395.32'	333.73'	180.32'	S 44°35'20" E	321.59'
C8	12°36'11"	645.00'	147.33'	74.01'	S 64°44'34" E	146.98'
C9	50°37'45"	350.00'	345.42'	188.24'	S 29°43'01" E	331.57'
C10	3°24'42"	695.00'	41.38'	20.70'	S 03°08'58" E	41.38'
C11	10°58'35"	126.27'	24.18'	12.13'	N 23°10'12" W	24.15'
C12	26°44'58"	457.48'	213.58'	108.77'	S 50°22'02" E	211.65'
C13	3°46'00"	17312.73'	1138.15'	569.28'	S 74°12'01" W	1137.95'

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CA - 00002584 LC - 0000316

CENTRAL PLANNING AREA BOUNDARY

EAST NASSAU STEWARDSHIP DISTRICT

ETM NO. 17-042
DRAWN BY: A.J.A.
DATE: AUGUST 10, 2017
PLATE NO. 2

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PARCEL 1 (NASSAU A1A TRACT – NORTH, AS DESCRIBED IN ORB 1372 PG 1572):

LEGAL DESCRIPTION OF PART OF THE RAYONIER YULEE TRACT LYING NORTHERLY OF A-1-A / SR 200 AND BETWEEN I-95 AND U.S 17, NASSAU COUNTY, FLORIDA

ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING IN THE E. WATERMAN GRANT, SECTION 44, TOWNSHIP 2 NORTH, RANGE 27 EAST AND THE E WATERMAN GRANT, SECTION 50, TOWNSHIP 3 NORTH, RANGE 27 EAST, ALL IN NASSAU COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING COMMENCE AT A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF A-1-A I SR 200 AT THE SOUTHEASTERLY CORNER OF LANDS DESCRIBED IN DEED RECORDED IN THE OFFICIAL RECORDS OF SAID COUNTY IN BOOK 408, PAGE 695 AND RUN NORTH 17°42'30" WEST, ALONG THE EASTERLY LINE OF LAST MENTIONED LANDS, A DISTANCE OF 598.06 FEET TO THE NORTHEASTERLY CORNER THEREOF, RUN THENCE SOUTH 72°14'05" WEST, ALONG THE NORTHERLY LINE OF LAST MENTIONED LANDS, A DISTANCE OF 819.49 FEET TO AN ANGLE POINT; RUN THENCE SOUTH 89°00'37" WEST, CONTINUING ALONG LAST MENTIONED NORTHERLY LINE, ALONG THE NORTHERLY LINE OF LANDS DESCRIBED IN DEED RECORDED IN THE OFFICIAL RECORDS OF SAID COUNTY IN BOOK 1136, PAGE 280 AND ALONG THE NORTHERLY LINE OF LANDS DESCRIBED IN DEED RECORDED IN THE OFFICIAL RECORDS OF SAID COUNTY IN BOOK 932, PAGE 1824, A DISTANCE OF 839.41 FEET TO THE NORTHWESTERLY CORNER OF THE LAST MENTION LANDS; RUN THENCE NORTH 16°36'59" WEST, ALONG THE EASTERLY LINE OF LANDS DESCRIBED IN DEED RECORDED IN THE OFFICIAL RECORDS OF SAID COUNTY IN BOOK 956, PAGE 1636, A DISTANCE OF 855 FEET, MORE OR LESS, TO A POINT ALONG THE SOUTHERN MOST PORTION OF RAYONIER ROAD NO. 52; RUN THENCE IN A NORTHEASTERLY DIRECTION ALONG LAST MENTIONED SOUTHERN MOST PORTION OF ROAD NO. 52, TO A POINT WHERE THE SOUTHERN MOST PORTION OF RAYONIER ROAD NO. 52 INTERSECTS THE WESTERN MOST PORTION RAYONIER ROAD NO. 50; RUN THENCE IN A SOUTHEASTERLY DIRECTION, ALONG THE WESTERN MOST PORTION OF SAID RAYONIER ROAD NO. 50, A DISTANCE OF 1,085 FEET, MORE OR LESS, TO THE CENTER OF A SOUTHWESTERLY TO NORTHEASTERLY DRAINWAY; RUN THENCE IN A NORTHEASTERLY DIRECTION, ALONG THE MEANDERINGS OF LAST MENTIONED DRAINWAY TO A POINT ALONG THE SOUTHERN MOST PORTION OF RAYONIER ROAD NO. 48, SAID POINT LIES WESTERLY 405 FEET, MORE OR LESS, FROM THE INTERSECTION OF THE EASTERN MOST PORTION RAYONIER ROAD NO 71 AND SOUTHERN MOST PORTION OF SAID RAYONIER ROAD NO. 48; RUN THENCE IN A SOUTHEASTERNLY DIRECTION, ALONG THE SOUTHERN MOST PORTION OF SAID RAYONIER ROAD NO. 48, A DISTANCE OF 405 FEET, MORE OR LESS, TO LAST MENTIONED INTERSECTION; RUN THENCE IN A NORTHERLY DIRECTION, ALONG THE EASTERN MOST PORTION OF SAID RAYONIER ROAD NO. 71, A DISTANCE OF 1,545 FEET, MORE OR LESS, TO A POINT WHERE THE EASTERN MOST PORTION OF RAYONIER ROAD 71 INTERSECTS THE SOUTHERN MOST PORTION OF RAYONIER ROAD NO. 71-C; RUN THENCE IN A NORTHEASTERLY DIRECTION, ALONG THE SOUTHERN MOST PORTION OF SAID RAYONIER ROAD NO. 71-C TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE SEABOARD COASTLINE RAILROAD; RUN THENCE IN A SOUTHEASTERLY DIRECTION, ALONG LAST MENTIONED SOUTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 4,430 FEET, MORE OR LESS, TO A RAYONIER CONCRETE MONUMENT AT THE SOUTHEASTERLY CORNER OF LANDS OF RAYONIER TIMBERLANDS OPERATING COMPANY; RUN THENCE THE FOLLOWING 2 COURSES ALONG THE SOUTHERLY LINE OF LAST MENTIONED LANDS: COURSE NO. 1- SOUTH 72°12'53" WEST, A DISTANCE OF 1,558.64 FEET TO A RAYONIER CONCRETE MONUMENT; COURSE NO 2- SOUTH 13°22'51" WEST, A DISTANCE OF 461.33 FEET TO A RAYONIER CONCRETE MONUMENT; THENCE SOUTH 11° 16' 32" WEST 70.75 FEET TO AN IRON PIN; THENCE NORTH 72° 08' 00" EAST 315.27 FEET TO AN IRON PIN; THENCE SOUTH 17° 53' 21" EAST 60 FEET TO A RAYONIER CONCRETE MONUMENT; THENCE NORTH 72°08'00" EAST 400.05 FEET TO A RAYONIER CONCRETE MONUMENT; THENCE SOUTH 18°01'14" EAST 60 FEET TO A RAYONIER CONCRETE MONUMENT; THENCE SOUTH 18°01'14" EAST TO THE NORTHERLY RIGHT OF WAY OF STATE ROAD 200/A-1-A; RUN THENCE IN A WESTERLY DIRECTION, ALONG LAST MENTIONED NORTHERLY RIGHT OF WAY LINE, TO A RAYONIER CONCRETE MONUMENT AT THE SOUTHEASTERLY CORNER OF NUMEROUS PRIVATELY OWNED PARCELS OF LAND; RUN THENCE IN A NORTHERLY DIRECTION ALONG LAST MENTIONED EASTERLY LINE, A DISTANCE OF 200 FEET , MORE OR LESS, TO A RAYONIEER CONCRETE MONUMENT AT THE NORTHEASTERLY CORNER OF SAID NUMEROUS PRIVATELY OWNED PARCELS OF LAND; RUN THENCE IN A WESTERLY DIRECTION, ALONG THE NORTHERLY LINE OF LAST MENTIONED LANDS, TO THE NORTHWESTERLY CORNER THEREOF; RUN THENCE IN A SOUTHERLY DIRECTION, ALONG THE WESTERLY LINE OF LAST MENTIONED LANDS TO A RAYONIER CONCRETE MONUMENT ON THE NORTHERLY RIGHT OF WAY LINE OF SAID A-1-A I SR200; RUN THENCE IN A WESTERLY DIRECTION, ALONG LAST MENTIONED NORTHERLY RIGHT-OFWAY LINE TO THE POINT OF BEGINNING.

BEARING REFERENCE. THE BEARINGS CITED IN THE ABOVE PROPERTY DESCRIPTION ARE BASED ON THE DEED BEARING OF NORTH 72°19'01" EAST FOR THE CENTERLINE OF SURVEY FOR A-1-A I SR 200 AS MENTIONED IN DEED RECORDED IN THE OFFICIAL RECORDS OF SAID COUNTY IN BOOK 932, PAGE 1824.

PARCEL 2 (NASSAU A1A/SR 200 SOUTH TRACT, AS DESCRIBED IN ORB 1372 PG 1572):

ALL PROPERTY IN SECTION 44, TOWNSHIP 2 NORTH, RANGE 27 EAST, NASSAU COUNTY, FLORIDA, TITLED IN RAYONIER FOREST RESOURCES, L.P. (F/K/A RAYONIER TIMBERLANDS OPERATING COMPANY, LP), LYING AND BEING SOUTH OF A LA/SR200; EAST OF HARPER CHAPEL ROAD; WEST OF FLORIDA POWER AND LIGHT EASEMENT AS MORE PARTICULARLY DESCRIBED IN OR BOOK 278, PAGE 507, ET SEQ., SAID EASEMENT RUNS CONCURRENTLY ALONG THE WESTERLY SIDE OF RAYONIER WOODS ROAD 50 TO A POINT INTERSECTING WITH THE CENTERLINE OF FLORIDA POWER AND LIGHT EASEMENT AS RECORDED IN OR BOOK 123, PAGE 284 AND SOUTH OF FLORIDA POWER AND LIGHT EASEMENT DESCRIBED IN OR BOOK 123, PAGE 284; IN THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.

TOGETHER WITH:

ALL PROPERTY IN SECTION 6 AND 7, TOWNSHIP 2 NORTH, RANGE 27 EAST, NASSAU COUNTY, FLORIDA, TITLED IN RAYONIER FOREST RESOURCES, L.P. (F/K/A RAYONIER TIMBERLANDS OPERATING COMPANY, LP), LYING AND BEING EAST OF HARPER CHAPEL ROAD; AND NORTH OF PROPERTY DESCRIBED IN OR BOOK 936, PAGE 894, ET SEQ., IN THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, NOW OR FORMERLY LANDS OF THE NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS.

LESS AND EXCEPT:

WILLIAM BURGESS ROAD RIGHT OF WAY, A LA/SR200 ROAD RIGHT OF WAY, AND HARPER CHAPEL ROAD RIGHT OF WAY.

PARCEL 3 (WORKPLACE CENTRAL AREA AS DESCRIBED IN ORB 1624 PG 1718):

A PARCEL OF LAND LYING CONJOINTLY IN THE E. WATERMAN GRANT (SECTION 50), TOWNSHIP 3 NORTH, RANGE 27 EAST, E. WATERMAN GRANT (SECTION 44), TOWNSHIP 2 NORTH, RANGE 27 EAST, E. WATERMAN GRANT (SECTION 39), TOWNSHIP 2 NORTH, RANGE 26 EAST AND E. WATERMAN GRANT (SECTION 41), TOWNSHIP 3 NORTH, RANGE 26 EAST, NASSAU COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE E. WATERMAN GRANT (SECTION 41), TOWNSHIP 3 NORTH, RANGE 26 EAST, NASSAU COUNTY, FLORIDA; THENCE ON THE SOUTH LINE OF SAID SECTION 41, S 89°13'01" W, A DISTANCE OF 1543.94 FEET, TO A POINT BEING ON THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE 95 (A VARIABLE WIDTH RIGHT OF WAY, AS NOW ESTABLISHED), SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE DEPARTING SAID SOUTH LINE AND ON SAID EASTERLY RIGHT OF WAY LINE, S 17°24'00" E, A DISTANCE OF 1937.41 FEET, TO THE NORTHWESTERLY CORNER OF A PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS 956, PAGE 1636, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE AND ON SAID NORTHERLY LINE, N 72°41 '05" E, A DISTANCE OF 1172.74 FEET, TO THE NORTHEASTERLY CORNER OF SAID PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS 956, PAGE 1636; THENCE DEPARTING SAID NORTHERLY LINE AND ON THE EASTERLY LINE OF SAID PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS 956, PAGE 1636, S 17°19'24" E, A DISTANCE OF 397.86 FEET, TO A POINT ON THE SOUTHERLY LINE OF RAYONIER ROAD NO. 52, AS DESCRIBED IN OFFICIAL RECORDS BOOK 1372, PAGE 1572 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; THENCE DEPARTING SAID EASTERLY LINE AND ON SAID SOUTHERLY LINE OF RAYONIER ROAD NO. 52, THROUGH THE FOLLOWING COURSES, N 50°18'29" E, A DISTANCE OF 2102.84 FEET; THENCE N 49°44'00" E, A DISTANCE OF 1458.42 FEET; THENCE N 60°59'32" E, A DISTANCE OF 2165.39 FEET, TO A POINT ON THE WESTERLY LINE OF RAYONIER ROAD NO. 50; THENCE DEPARTING SAID RAYONIER ROAD NO. 52 AND ON SAID WESTERLY LINE OF RAYONIER ROAD NO. 50, S 32°50'39" E, A DISTANCE OF 1085 FEET, MORE OR LESS, TO THE INTERSECTION OF SAID WESTERLY LINE OF RAYONIER ROAD NO. 50 WITH THE CENTERLINE OF AN EXISTING DRAINWAY; THENCE DEPARTING SAID WESTERLY LINE OF RAYONIER ROAD NO. 50 AND ON THE CENTERLINE OF SAID EXISTING DRAINWAY, NORTHEASTERLY, A DISTANCE OF 2088 FEET, MORE OR LESS, TO A POINT ON THE SOUTHERLY LINE OF RAYONIER ROAD NO. 48; THENCE DEPARTING SAID CENTERLINE AND ON THE SOUTHERLY LINE OF SAID RAYONIER ROAD NO. 48, S 72°32'35" E, A DISTANCE OF 389 FEET, MORE OR LESS, TO A POINT ON THE EASTERLY LINE OF RAYONIER ROAD NO. 71; THENCE DEPARTING SAID RAYONIER ROAD NO. 48 AND ON THE EASTERLY LINE OF SAID RAYONIER ROAD NO. 71, N 03°40'14" E, A DISTANCE OF 1580.86 FEET, TO A POINT ON THE SOUTHERLY LINE OF RAYONIER ROAD NO. 71C; THENCE, DEPARTING SAID EASTERLY LINE OF RAYONIER ROAD NO. 71 AND ON THE SOUTHERLY LINE OF SAID RAYONIER ROAD NO. 71C THROUGH THE FOLLOWING COURSES, N 61°32'04" E, A DISTANCE OF 574.82 FEET; THENCE N 53°34'27" E, A DISTANCE OF 572.78 FEET; THENCE N 50°26'37" E, A DISTANCE OF 513.77 FEET; THENCE N 59°12'40" E, A DISTANCE OF 995.41 FEET, TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE CSX RAILROAD; THENCE DEPARTING THE SOUTHERLY LINE OF SAID RAYONIER ROAD NO. 71C AND ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF SAID CSX RAILROAD, THENCE N 39°27'41" W, A DISTANCE OF 2595 FEET, MORE OR LESS, TO A POINT ON THE CENTERLINE OF A CREEK; THENCE DEPARTING THE SOUTHWESTERLY RIGHT OF WAY LINE OF SAID CSX RAILROAD AND ON THE CENTERLINE OF SAID CREEK, SOUTHERLY, NORTHWESTERLY AND SOUTHWESTERLY, A DISTANCE OF 13218 FEET, MORE OR LESS, TO THE EASTERLY RIGHT OF WAY LINE OF AFORESAID INTERSTATE 95; THENCE DEPARTING THE CENTERLINE OF SAID CREEK AND ON AFORESAID EASTERLY RIGHT OF WAY LINE OF INTERSTATE 95, S 17°24'00" E, A DISTANCE OF 5768 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL 4 (PORTION OF THE WORK PLACE SOUTH AREA, AS DESCRIBED IN ORB 1624 PG 1751):

A PARCEL OF LAND LYING WITHIN THE E. WATERMAN GRANT (SECTION 44), TOWNSHIP 2 NORTH, RANGE 27 EAST, NASSAU COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 44, TOWNSHIP 2 NORTH, RANGE 27 EAST, OF SAID COUNTY, SAID CORNER ALSO BEING THE SOUTHEAST CORNER OF SECTION 41, TOWNSHIP 3 NORTH, RANGE 26 EAST, NASSAU COUNTY, FLORIDA; THENCE, ALONG THE WEST LINE OF SAID SECTION 44 A BEARING OF S 01°29'05" E, A DISTANCE OF 4291.18 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 44) TOWNSHIP 2 NORTH, RANGE 27 EAST; THENCE ALONG THE SOUTH LINE OF SAID SECTION 44, N 89°18'07" E, A DISTANCE OF 8399.62 FEET, TO THE SOUTHEAST CORNER OF SAID SECTION 44; THENCE ALONG THE EAST LINE OF SAID SECTION N 44°35'26" E, A DISTANCE OF 1897.03 FEET, TO THE POINT OF BEGINNING; THENCE DEPARTING SAID SECTION LINE, N 81°52'11" W, A DISTANCE OF 751.78 FEET; THENCE N 80°39'54" W, A DISTANCE OF 1808.29 FEET; THENCE N 32°08'14" W, A DISTANCE OF 802.01 FEET, TO ITS INTERSECTION WITH THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 200, ALSO KNOWN AS A-1-A HAVING A RIGHT OF WAY WIDTH OF 100 FEET AS NOW ESTABLISHED; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE THROUGH THE FOLLOWING COURSES; N 72°19'35" E, A DISTANCE OF 441.33 FEET, TO A POINT OF CURVE IN SAID RIGHT OF WAY LINE; SAID CURVE BEING CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 14,410.73 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE

ETM
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CENTRAL PLANNING AREA LEGAL DESCRIPTION

EAST NASSAU STEWARDSHIP DISTRICT

ETM NO. 17-042
DRAWN BY: A.J.A.
DATE: AUGUST 10, 2017
PLATE NO. 3A

G:\17-042\17-042-02\Design\Plots\Exhibits\ENGINEERS-REPORT-CENTRAL PLANNING-ARE A\CDD-PLAN EXHIBIT.dwg August 3, 2017 - 8:47 AM, BY: Dino Simonelli

OF 970.47 FEET, THROUGH A CENTRAL ANGLE OF 03°51'31"; SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF N 74°19'35" E, A DISTANCE 970.28 FEET; THENCE DEPARTING SAID CURVE, N 76°15'16" E, A DISTANCE OF 2,257. 98 FEET, TO ITS INTERSECTION WITH THE WEST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS 739, PAGE 1054 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE AND ALONG SAID WEST LINE, S 13°44'41" E, A DISTANCE OF 126.75 FEET, TO THE SOUTHWEST CORNER OF SAID LANDS; THENCE DEPARTING SAID WEST LINE AND ALONG THE SOUTH LINE OF SAID LANDS AND ALSO ALONG THE SOUTH LINE OF THE LANDS AS RECORDED IN OFFICIAL RECORDS 10, PAGE 206, OFFICIAL RECORDS 834, PAGE 1971, OFFICIAL RECORDS 143, PAGE 450, OFFICIAL RECORDS 1275, PAGE 703 AND OFFICIAL RECORDS 1369, PAGE 680, ALL BEING IN SAID NASSAU COUNTY, N 70°46'59" E, A DISTANCE OF 2642.92 FEET, TO THE SOUTHEAST CORNER OF THE SAID LANDS DESCRIBED IN OFFICIAL 1369, PAGE 680 OF SAID COUNTY; THENCE DEPARTING SAID SOUTH LINE AND ALONG THE EAST LINE OF SAID LANDS N 13°44'41" W) A DISTANCE OF 78.75 FEET, TO ITS INTERSECTION WITH THE HEREIN MENTIONED SOUTHERLY RIGHT OF WAY LINE OF SAID STATE ROAD 200; THENCE DEPARTING SAID EAST LINE AND ALONG SAID RIGHT OF WAY LINE THROUGH THE FOLLOWING COURSES; N 76°15'17" E, A DISTANCE OF 106.02 FEET; THENCE N 75°35'56" E, A DISTANCE OF 914.40 FEET, TO A POINT OF CURVE IN SAID RIGHT OF WAY LINE; SAID CURVE BEING CONCAVE TO THE NORTH AND HAVING A RADIUS OF 2,975.09 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 225.81 FEET, THROUGH A CENTRAL ANGLE OF 04°20'55"; SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF N 73°25'28" E, DISTANCE OF 225.75 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE, S 26°51 '50" E, A DISTANCE OF 75.37 FEET, TO ITS INTERSECTION WITH THE NORTHWESTERLY LINE OF FLOOD ACRES, AN UNRECORDED PLAT; SAID LINE ALSO BEING THE EAST LINE OF SAID SECTION 44; THENCE ALONG SAID EAST LINE THROUGH THE FOLLOWING COURSES; S 45°56'13" W, A DISTANCE OF 1268.66 FEET; THENCE S 42°43'27" W, A DISTANCE OF 771.87 FEET; THENCE N 86°44'16" W, A DISTANCE OF 43.23 FEET; THENCE S 03°07'33" W, A DISTANCE OF 50.06 FEET; THENCE S 43°59'47" W, A DISTANCE OF 1,234.87 FEET, TO THE POINT OF BEGINNING:

LESS AND EXCEPT ANY PORTION OF PARCELS 1 THROUGH 4 CONVEYED TO THE DISTRICT SCHOOL BOARD OF NASSAU COUNTY, AS DESCRIBED IN THAT CERTAIN SPECIAL WARRANTY DEED RECORDED JULY 11, 2014 IN O.R. BOOK 1927, PAGE 111, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA

ALSO LESS AND EXCEPT ANY PORTION OF PARCELS 1 THROUGH 4 LYING WITHIN A STREET ROAD RIGHT OF WAY, OR LYING WITHIN A RAILROAD RIGHT OF WAY.

PARCEL 5:

A PORTION OF THE PROPERTY DESCRIBED IN SPECIAL WARRANTY DEED RECORDED JUNE 16, 2009 IN O.R. BOOK 1624, PAGE 1735, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, AND BEING A PORTION OF THE PROPERTY ASSESSED UNDER TAX I.D. NUMBERS 41 -3N-26-0000-0001 -0030 AND 50-3N-27-0000-0001 -0300, AND WHICH LIES ADJACENT AND BETWEEN THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE 95 (I-95) AND THE WESTERLY RIGHT OF WAY LINE OF THE CSX RAILROAD, AND WHICH LIES ADJACENT AND NORTH OF THE NORTH BOUNDARY OF THE PROPERTY DESCRIBED AS PARCEL 3 HEREIN (AND BEING RECORDED IN O.R. BOOK 1624, PAGE 1718, PUBLIC RECORDS AFORESAID), AND WHICH LIES ADJACENT AND SOUTH OF THE NORTHERLY BOUNDARY OF THE FOLLOWING DESCRIBED PROPERTY:

PARCEL 3 CENTRAL PLANNING AREA

A PARCEL OF LAND, BEING A PORTION OF THE HEIRS OF E. WATERMAN MILL GRANT, SECTION 39, TOWNSHIP 2 NORTH, RANGE 26 EAST, AND BEING A PORTION OF THE HEIRS OF E. WATERMAN MILL GRANT, SECTION 44, TOWNSHIP 2 NORTH, RANGE 27 EAST, AND BEING A PORTION OF THE HEIRS OF E. WATERMAN GRANT, SECTION 41, TOWNSHIP 3 NORTH, RANGE 26 EAST, AND BEING A PORTION OF THE HEIRS OF E. WATCRMAN MILL GRANT, SECTION 50, TOWNSHIP 3 NORTH, RANGE 27 EAST, ALL IN NASSAU COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE HEIRS OF E. WATERMAN GRANT, SECTION 41, TOWNSHIP 3 NORTH, RANGE 26 EAST, NASSAU COUNTY, FLORIDA; THENCE ON THE SOUTH LINE OF SAID SECTION 41, S 89°11'37" W, A DISTANCE OF 1545.14 FEET TO A POINT ON THE EASTERLY LIMITED ACCESS RIGHT OF WAY LINE OF INTERSTATE 95 (VARIABLE WIDTH LIMITED ACCESS RIGHT OF WAY) AND THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH LINE AND ON SAID EASTERLY LIMITED ACCESS RIGHT OF WAY LINE, N 16°36'59" W, A DISTANCE OF 6775.57 FEET; THENCE DEPARTING SAID EASTERLY LIMITED ACCESS RIGHT OF WAY LINE, N 76°21'30" E, A DISTANCE OF 1570.45 FEET; THENCE N 84°23'58" E, A DISTANCE OF 1489.13 FEET; THENCE S 83°23'13" E, A DISTANCE OF 1379.20 FEET; THENCE S 75°26'27" E, A DISTANCE OF 2101.18 FEET; THENCE N 83°17'38" E, A DISTANCE OF 948.89 FEET; THENCE N 54°57'55" E, A DISTANCE OF 907.22 FEET; THENCE N 50°01'24" E, A DISTANCE OF 2463.02 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF CSX RAILROAD (200 FOOT RIGHT OF WAY); THENCE ON SAID SOUTHWESTERLY RIGHT OF WAY LINE, S 38°45'39" E, A DISTANCE OF 9769.39 FEET TO THE NORTHEAST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORD BOOK 715, PAGE 1293 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTHWESTERLY RIGHT OF WAY LINE AND ON THE NORTH LINE OF SAID LANDS, S 72°16'23" W, A DISTANCE OF 1558.37 FEET TO THE NORTHWEST CORNER OF SAID LANDS; THENCE DEPARTING SAID NORTH LINE AND ON THE WESTERLY OF SAID LANDS THE NEXT 2 COURSES AND ON THE WESTERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORD BOOK 1205, PAGE 1158 OF SAID PUBLIC RECORDS, S 13°25'59" W, A DISTANCE OF 461.74 FEET; THENCE S 11°04'43" E, A DISTANCE OF 85.85 FEET TO THE SOUTHWEST CORNER OF SAID LANDS; THENCE DEPARTING SAID WESTERLY LINE AND ON THE SOUTHERLY LINE OF SAID LANDS, N 72°19'49" E, A DISTANCE OF 44.42 FEET TO A POINT ON THE WESTERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORD BOOK 826, PAGE 1117 OF SAID PUBLIC RECORDS; THENCE DEPARTING SAID SOUTHERLY LINE AND ON SAID WESTERLY LINE FOR THE NEXT 2 COURSES, S 32°37'18" W, A DISTANCE OF 48.23 FEET; THENCE S 31°02'03" E, A DISTANCE OF 30.01 FEET TO THE SOUTHWEST CORNER OF SAID LANDS; THENCE DEPARTING SAID WESTERLY LINE AND ON THE SOUTHERLY LINE OF SAID LANDS, N 72°18'45" E, A DISTANCE OF 43.74 FEET TO THE NORTHWEST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORD BOOK 1588, PAGE 1340 OF SAID PUBLIC RECORDS SAID POINT BEING ON A CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 457.48 FEET AND A CENTRAL ANGLE OF 26°44'58"; THENCE ON THE WESTERLY LINE OF SAID LANDS AND THE ARC OF SAID CURVE FOR THE NEXT 2 COURSES, A DISTANCE OF 213.58 FEET SAID ARC BEING SUBTENDED BY A CHORD WHICH BEARS S 50°22'02" E, A DISTANCE OF 211.65 FEET TO THE CURVES END; THENCE S 66°51'30" E, A DISTANCE OF 259.80 FEET TO THE SOUTHWEST CORNER OF SAID LANDS SAID POINT ALSO BEING ON THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 200 (A1A) (184 FOOT RIGHT OF WAY); THENCE DEPARTING SAID WESTERLY LINE AND ON SAID NORTHERLY RIGHT OF WAY LINE, S 76°09'01" W, A DISTANCE OF 511.09 FEET TO THE SOUTHEAST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORD BOOK 142, PAGE 441 OF THE AFORESAID PUBLIC RECORDS; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE AND ON THE EAST LINE OF SAID LANDS, N 17°43'59" W, A DISTANCE OF 206.66 FEET TO THE NORTHEAST CORNER OF SAID LANDS; THENCE DEPARTING SAID EAST LINE AND ON THE NORTH LINE OF SAID LANDS, S 72°16'01" W, A DISTANCE OF 89.78 FEET TO THE NORTHWEST CORNER OF SAID LANDS; THENCE DEPARTING SAID NORTH LINE AND ON THE WEST LINE OF SAID LANDS, S 17°43'59" E, A DISTANCE OF 200.00 FEET TO THE SOUTHWEST CORNER OF SAID LANDS SAID POINT ALSO BEING ON THE AFORESAID NORTHERLY RIGHT OF WAY LINE STATE ROAD NO. 200 (A1A); THENCE DEPARTING SAID WEST LINE AND ON SAID NORTHERLY RIGHT OF WAY LINE, S 76°05'01" W, A DISTANCE OF 60.13 FEET TO THE SOUTHEAST CORNER OF TAX I.D. NO. 44-2N-27-0000-0003-0080 OF THE PROPERTY APPRAISER'S OFFICE OF NASSAU COUNTY, FLORIDA; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE AND ON THE EAST LINE OF TAX I.D. NO. 44-2N-27-0000-0003-0080 AND TAX I.D. NO. 44-2N-27-0000-0003-0000 AND TAX I.D. NO. 44-2N-27-0000-0003-0010, N 17°43'59" W, A DISTANCE OF 256.00 FEET TO THE NORTHEAST CORNER OF SAID TAX I.D. NO. 44-2N-27-0000-0003-0000; THENCE DEPARTING SAID EAST LINE AND ON THE NORTH LINE OF SAID TAX I.D. NO. 44-2N-27-0000-0003-0000 AND TAX I.D. NO. 44-2N-27-0000-0003-0030 AND TAX I.D. NO 44-2N-27-0000-0006-0000, S 70°03'50" W, A DISTANCE OF 522.00 FEET TO THE NORTHWEST CORNER OF SAID TAX I.D. NO. 44-2N-27-0000-0006-0000; THENCE DEPARTING SAID NORTH LINE AND ON THE WEST LINE OF SAID TAX I.D NO. 44-2N-27-0000-0006-0000 AND TAX I.D. NO. 44-2N-27-0000-0008-0000, S 17°05'59" E, A DISTANCE OF 201.00 FEET TO THE SOUTHEAST CORNER OF SAID TAX I.D. NO. 44-2N-27-0000-0008-0000; THENCE DEPARTING SAID WEST LINE AND ON THE AFORESAID NORTHERLY RIGHT OF WAY LINE, S 76°05'01" W, A DISTANCE OF 2180.49 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 17312.73 FEET AND A CENTRAL ANGLE OF 3°45'00"; THENCE ON THE WESTERLY LINE OF SAID LANDS AND THE ARC OF SAID CURVE A DISTANCE OF 1138.15 FEET SAID ARC BEING SUBTENDED BY A CHORD WHICH BEARS S 74°12'01" W, A DISTANCE OF 1137.95 FEET TO THE CURVES END; THENCE S 72°19'01" W, A DISTANCE OF 5100.21 FEET TO THE SOUTHEAST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORD BOOK 408, PAGE 695 OF THE AFORESAID PUBLIC RECORDS; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE AND ON THE EASTERLY LINE OF SAID LANDS, N 17°40'59" W, A DISTANCE OF 598.05 FEET TO THE NORTHEAST CORNER OF SAID LANDS; THENCE DEPARTING SAID EASTERLY LINE AND ON THE NORTHERLY LINE OF SAID LANDS AND THE NORTHERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORD BOOK 1782, PAGE 1450 AND OFFICIAL RECORD BOOK 1484, PAGE 1762 OF THE SAID PUBLIC RECORDS FOR THE NEXT 2 COURSES, S 72°15'36" W, A DISTANCE OF 818.28 FEET; THENCE S 85°00'37" W, A DISTANCE OF 840.96 FEET TO A NORTHEAST CORNER OF LAST SAID LANDS; THENCE DEPARTING SAID NORTHERLY LINE AND ON THE EASTERLY LINE OF SAID LANDS, N 16°36'59" W, A DISTANCE OF 1241.54 FEET TO THE MOST NORTHEAST CORNER OF SAID LANDS; THENCE DEPARTING SAID EASTERLY LINE AND ON THE MOST NORTHERLY LINE OF SAID LANDS, S 73°23'30" W, A DISTANCE OF 1172.26 FEET TO THE NORTHWEST CORNER OF SAID LANDS SAID POINT BEING ON THE AFORESAID EASTERLY LIMITED ACCESS RIGHT OF WAY LINE OF INTERSTATE 95; THENCE DEPARTING SAID MOST NORTHERLY LINE AND ON SAID EASTERLY LIMITED ACCESS RIGHT OF WAY LINE, N 16°36'59" W, A DISTANCE OF 1946.20 FEET TO THE POINT OF BEGINNING

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CENTRAL PLANNING AREA LEGAL DESCRIPTION

EAST NASSAU STEWARDSHIP DISTRICT

ETM NO. 17-042
DRAWN BY: A.J.A.
DATE: AUGUST 10, 2017
PLATE NO. 3B

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BASIS OF DEVELOPMENT COST

EAST NASSAU STEWARDSHIP DISTRICT

ETM NO. 17-042	
DRAWN BY:	A.J.A.
DATE:	June 20, 2017
PLATE NO.	4

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AMENDED AND RESTATED

EAST NASSAU STEWARDSHIP DISTRICT
CAPITAL IMPROVEMENT PLAN
For
DETAILED SPECIFIC AREA PLAN #2

Prepared for

Board of Supervisors
East Nassau
Stewardship District

Prepared by

ENGLAND-THIMS & MILLER

14775 Old St. Augustine Road
Jacksonville, Florida 32258
904-642-8990

E 19-239-02-004

November 16, 2023

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I. PURPOSE

This report is to document the infrastructure associated with the East Nassau Stewardship District (District), as defined in Chapter 2017-206 Laws of Florida, that is expected to be designed, permitted, constructed, acquired, operated and/or maintained by the District ("Improvement Plan"). Infrastructure that may or may not be supplied or funded by other entities will be acknowledged to provide a more complete view of the entire District. Plate 1 depicts the location of the District.

II. BACKGROUND

The District is a 23,600± acre independent special district located in Nassau County, Florida ("County"). The land within the District consists of parcels within the East Nassau Community Planning Area, referred to herein as the ENCPA. The authorized land uses within the ENCPA include Regional Center, Employment Center, Village Center, Resort Development, Residential (Tier 1, 2 and 3), and Conservation Habitat Network (wetland and upland conservation).

This community has a need for significant infrastructure in order for the planned development to occur. The present use is timber, which has not required the installation of infrastructure improvements to any significant degree. The Legislature determined that the District will allow for orderly financing, construction and provision of a variety of infrastructure improvements. Either the District, Nassau County, utility companies, property owners associations, or in some cases private parties, are expected to operate and maintain the infrastructure improvements contemplated within the District. The District will provide for environmental features, stormwater management systems, utility systems, common areas, street lights, roads, civic uses embodied in development approvals or permit conditions, among other improvements and services authorized by Chapter 2017-206 Laws of Florida. The environmental features include the wetland and upland systems (CHNs) within the District. Utilities to be provided include the distribution and collection systems for water, sewer and reuse systems, communications, electric supply facilities and other types of utilities. The primary utilities will be maintained by JEA, which is a public utility with a franchise area that extends over the entire District. The construction of the utilities will be funded by the District. The roads will include onsite major and minor roads. The civic use commitments include land dedication for schools, community/regional parks and other property for public purposes and the proposed construction of neighborhood parks, trails and other civic type uses. All improvements to be funded by the District will be owned by the District or other governmental entity and will be on land owned by, or subject to a permanent easement in favor of, the District or other governmental entity. Any improvements funded by the District that are maintained or operated by utility companies, property owners associations, or any other private parties must be operated and maintained pursuant to an agreement that complies with the applicable IRS management contract safe harbor (currently Revenue Procedure 2017-13).

The infrastructure construction for the District began in 2016 and is expected to continue through the year 2066, and will consist of numerous phases. The timeline could be lengthened or shortened and the number of phases could be modified based on actual developer sales, economic conditions and future development trends in the area.

III. GENERAL INFORMATION

The terrain within the District is generally flat, with elevations ranging from elevation 50 feet down to 5 feet North American Vertical Datum (NAVD). Soils are generally clayey, typical for Nassau County. Groundwater generally is located zero to five feet below natural grade. A series of stormwater ponds and control structures will control stormwater discharge. St. Johns River Water Management District (SJRWMD) design criteria will be utilized for design of all stormwater management facilities within the District. The stormwater management design criteria of Nassau County will also be utilized for design.

The District is served or planned to be served by entry from several major roadways including I-95, US-17, State Road 200, Pages Dairy Road, and Chester Road.

Potable water will be provided by JEA, which is a community owned public utility. Reclaim water (as applicable) for irrigation and wastewater treatment will also be provided by JEA.

IV. LAND USES

The full development within the District boundaries is currently anticipated to include the following:

TYPE	Acreage* (approximate)	Entitlements
Regional Center	1,923	11,000,000 S.F.
Employment Center	1,907	
Village Center	456	
Resort Development	943	
Residential Tier 1	799	24,000 Units
Residential Tier 2	4,517	
Residential Tier 3	1,947	
Wetland System	7,219	CHN 10,386 Acres
Upland Conservation	3,167	
TOTAL	**22,887**	

*Approximate acreage based on data received as of the date of this report for final anticipated development areas.

This Improvement Plan is specific to Detailed Specific Area Plan (DSAP) #2 area, which is a 14,879 +/- acre subset of the ENCPA. The mix of land uses within the DSAP #2 area is anticipated to include the following:

TYPE	Acreage (approximate)	Residential Units (approximate)	Min. Non-Res. Sq. Ft.
Village Center	429	2,331	700,000
Resort Development	943	3,289	400,000
Residential Tier 1	744	1,886	150,000
Residential Tier 2	3,855	6,972	
Residential Tier 3	1,859	466	
Conservation Habit Network	7,049	0	N/A
TOTAL	**14,879**	**14,944**	**1,250,000**

(Refer to Plate 2 for the limits of DSAP #2 area and Plates 2A through 2C for its associated legal description.)

V. INFRASTRUCTURE IMPROVEMENTS

The District is expected to fund, finance, construct, reconstruct, acquire or otherwise provide public infrastructure improvements within the District including but not limited to the following: roadways and mobility trails (including landscaping and lighting), stormwater management systems (i.e., stormwater management facilities, control structures, stormwater conveyance systems, etc.), recreation (i.e., trails, neighborhood parks), decorative walls, fences, water, sewer, and reclaim facilities together with technical and permitting fees. Table 1 lists anticipated operation and maintenance entities.

The District is located within the franchise areas of Florida Power & Light for electrical supply. Private entities are expected to provide telephone service and cable television for the lands within the District.

The capital improvements described in this report represent the present intentions of the District. The implementation of any improvements discussed in this plan requires the final approval by regulatory agencies including local, state and federal agencies. The cost estimates provided in this report have been prepared based upon recent cost data. The actual cost of construction, final design, planning, approvals and permitting may vary from the cost estimates provided. The improvements are further described in the following sections.

A. Roads

Numerous roads within the District will be constructed concurrent with development of the land within the District. The roadways will be designed and constructed in accordance with Nassau County standards and specifications. Roads outside the District boundaries may be constructed, widened or extended as required to allow for development of the property to comply with local criteria. Rights-of-way for roads inside the District may be acquired by the District. These roadways may include (but are not to be limited to):

1. Mobility Roads
2. Local Roads
3. Internal Subdivision roadways
4. Other roadways affected by the development as may be required by development approval or permit
5. Mobility trails (as part of a Mobility Road or standalone)

B. Utilities

The District will construct the potable water, sanitary sewer and reclaim systems necessary to support the District's residents and industrial and commercial activities. Potable water, sewer and reclaim facilities will be designed and constructed to the appropriate standards and specifications, including JEA and the State of Florida. Utilities may include offsite systems (i.e., offsite force mains, water mains, pumping facilities and treatment facilities) and onsite systems constructed as part of roadways or subdivisions.

C. Stormwater Management/Drainage

The stormwater management/drainage system for the District will be designed and constructed in accordance with St. Johns River Water Management District (SJRWMD) and Nassau County regulations. System elements will include stormwater management facilities, swales, piping, control structures, storm inlets, bio swales, etc. Land acquisition for some or all of the system elements is possible. Each portion of the system will be required to be reviewed and approved by the appropriate agencies prior to construction.

D. Landscaping and Hardscape Features

Landscaping and hardscape features will be an integral part of the District infrastructure. Typically (though not always required), major roadways will be landscaped, irrigated, and street lights provided. Development areas and various neighborhoods will have entry features and various hardscape features designed to provide a distinctive look for the community.

E. Recreation

Recreation areas throughout the District may include (but are not limited to) neighborhood parks (some with ball fields, playground equipment, restrooms, tennis courts, etc.), trails, greenways, and active and passive recreation amenities.

TABLE 1

Proposed Operation and Maintenance Responsibilities	
Description	**Anticipated Obligated Party for Maintenance[1]**
I-95 Interchange	FDOT
Arterial/Collector Roads	Nassau County
Local/Neighborhood Roads[2]	Nassau County/ District/ Property Owners Assoc.
Alleys[2]	Property Owners Association
Potable Water/Sanitary Sewer/Reclaim	JEA
Electric[3]	Florida Power and Light
Natural Gas	FPU
Mobility Trails	District / County
Sidewalks	District/ Property Owners Association
Schools	Nassau County School Board
Recreation Facilities	Nassau County/District
Conservation Habitat Networks	District
Communication Networks	Utility Provider or District

[1] *In the District's discretion, the District may elect to enter into an agreement with a third-party or an applicable property owner's association(s) to maintain any District-owned improvements*

[2] *Road and alleys and related landscape/hardscape/irrigation improvements, if behind hard-gates, will not be part of the District-financed improvements*

[3] *only the differentiol cost of undergrounding of conduit will be financed by the District*

VI. PERMITS

Permits that will be required or that have been obtained for development include those from Nassau County, St. Johns River Water Management District, Florida Department of Transportation, U.S. Army Corps of Engineers and Florida Department of Environmental Protection. These permits are a normal part of the development process and are expected to be issued upon submittal and processing of the appropriate applications. However, all permits are subject to final agency action.

VII. OPINION OF PROBABLE COST

Table 2 presents a summary of the District financed improvements for the DSAP #2 area, as described in Section V. INFRASTRUCTURE IMPROVEMENTS of this report. In developing the estimates presented in Table 2, the Engineer estimated the cost to construct the Project based on other projects of similar sizes and types. The following estimates are based upon sound engineering principles and judgment. To the estimated construction cost, professional/technical service fees were estimated at 12% and a 15% contingency was added. Initial costs are in 2023 dollars; inflation is applied based upon a 40-year buildout, at 5% per year, averaged with the 2023 cost.

TABLE 2
PROPOSED IMPROVEMENT COSTS – DSAP #2

Improvement Category	Master Infrastructure Improvement	Neighborhood Infrastructure Improvement
Mobility Roads**	$77,141,000	
Local Roads**	$83,429,000	
Neighborhood Roads**	$168,497,000	$42,305,000
Mobility/Public Trails**	$11,600,000	
Stormwater Management Facilities	$57,445,000	
Utilities (Water Mains, Force Mains, Reclaim Mains, Services and Lift Stations)	$391,293,000	$21,368,000
Street Lighting*	$47,334,000	$8,665,000
Landscaping/Hardscape/Irrigation**	$37,406,000	
Recreation	$50,000,000	
Entry Features/Signage	$12,500,000	
SUBTOTAL	**$936,645,000**	**$72,338,000**
Design, Engineering, Surveying & Permitting (12%)	$112,397,400	$8,680,560
Construction Cost Contingency (15%)	$140,496,750	$10,850,700
2023 TOTAL	**$1,189,539,150**	**$91,869,260**
BUILDOUT TOTAL	**$4,582,552,000**	**$353,915,000**

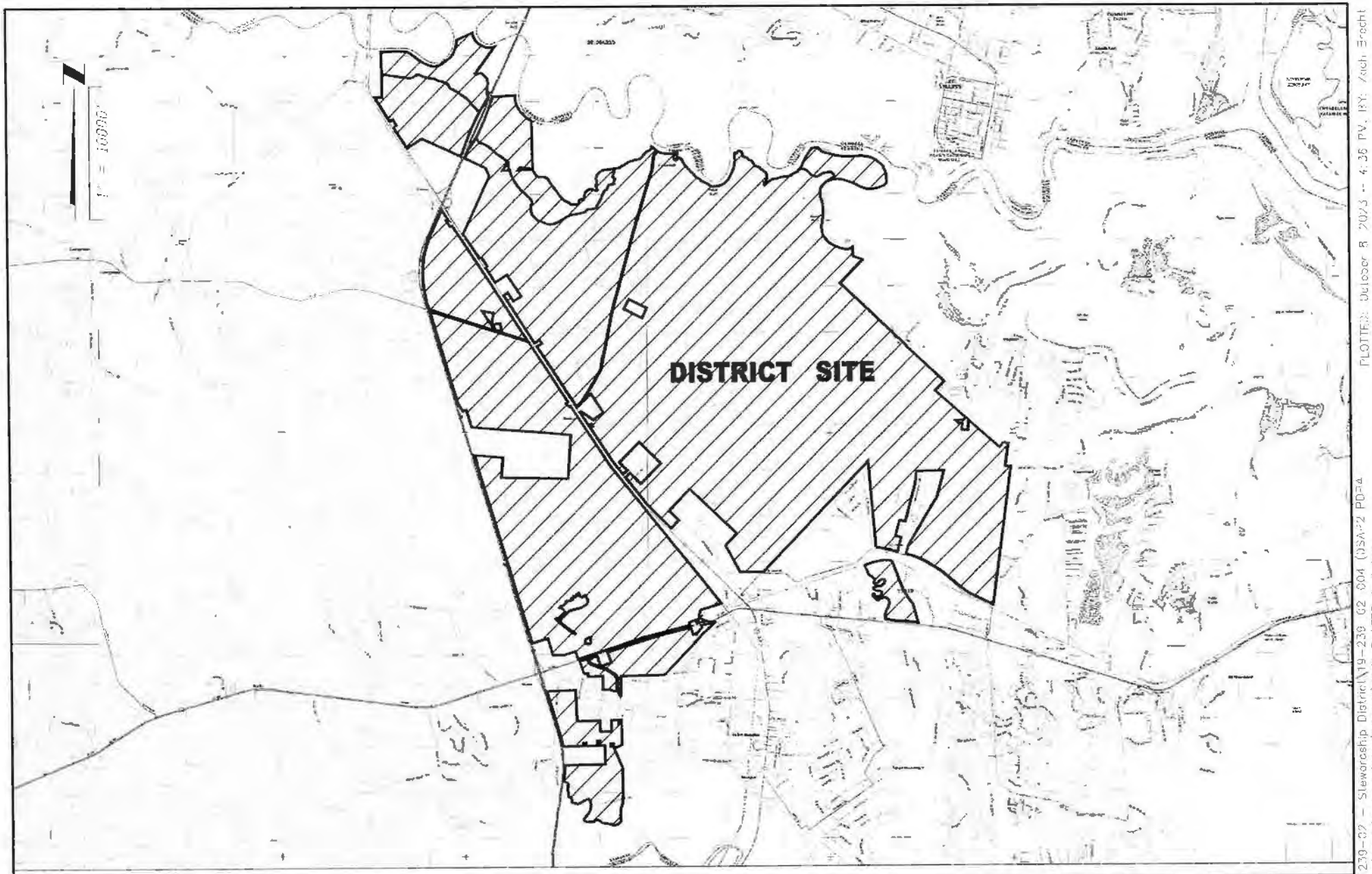
**District will enter into a Lighting Agreement with FPL for the street light poles and lighting service. Street lighting costs depicted are for the incremental cost of the undergrounding of conduit piping, transformer pads, manholes, and handholes necessary to provide electricity for adequate and appropriate street lighting along the proposed roadways. These costs do not include the leasing of or maintenance of the street lights or associated equipment.*

***Only roads, mobility/public trails and landscaping/hardscape/irrigation that are open to and accessible by the public (and not behind any hard gates) will be funded by the District.*

VIII. SUMMARY AND CONCLUSION

The project as outlined is necessary for the functional development of the District. The project is being designed in accordance with current regulatory requirements. The project will serve its intended function provided that the construction is in substantial compliance with the design. Items of construction for the project are based upon current development plans.

It is our professional opinion that the infrastructure costs provided herein for the District improvements are reasonable to complete the construction of the infrastructure described herein and that these infrastructure improvements will benefit and add value to the lands within the District. The estimated costs are based upon prices currently being experienced for similar items of work in North Florida. Actual costs may vary based on final engineering, planning and approvals from regulatory agencies.



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LOCATION MAP

EAST NASSAU STEWARDSHIP DISTRICT

ETM NO.	19-239-02-004
DRAWN BY:	LOL
DATE:	OCTOBER 19, 2023
PLATE NO.	1

H:\2019\19-239\19-239-02 - Stewardship District\19-239-02-004 (DSA#2 PD&E Bonds)\Land Dev\Design\Plots\Exhibits\CDD\DSA#2\CDD-PLATES_1-4.dwg
PLOTTED: October 19, 2023 -- 4:36 PM, BY: Zach Brecht



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DSAP #2 AREA

EAST NASSAU STEWARDSHIP DISTRICT

ETM NO.	19-239-02-004
DRAWN BY:	LOL
DATE:	OCTOBER 19, 2023
PLATE NO.	2

PLOTTED: October 8, 2023 4:37 PM, BY: Zach Brecht
I:\2019\19-239\19-239-02 - Stewardship District\19-239-02-004 (DSAP2 PDP1 Bonds)\LandDev\Design\Plots\Exhibits\CDD\DSAP2\CDD PLATES_1-4.dwg

Description:

A parcel of land, being a portion of Section 36 and the William Fox Grant, Section 38, Township 4 North, Range 26 East, and being a portion of Sections 32 and 33, Township 4 North, Range 27 East, and being a portion of Section 1 and the Charles Seton Grant, Section 37 and the William Fox Grant, Section 38 and the Heirs of E. Waterman Grant, Section 41, Township 3 North, Range 26 East, and being a portion of the William Hobkirk Grant, Section 41 and the William Hobkirk Grant and Thomas May Grant, Section 42 and the Thomas May Grant, Section 43, the Josiah Smith Grant, Section 44 and the Eugenia Brant Grant, Section 45 and the S. Cashen Grant, Section 46 and the Spicer S. Christopher Grant and J. Smith Grant, Section 47 and the Spicer S. Christopher Grant, Section 48 and the Charles Seton Grant, Section 49 and the Heirs of E. Waterman Mill Grant, Section 50 and the John W. Lowe Mill Grant, Section 51 and the John Wingate Grant, Section 53 and the W and J Lofton Grant, Section 54 and the W and J Lofton Grant, Section 55, and the John Carr Grant, Section 56, Township 3 North, Range 27 East and being a portion of Section 37 and the John W. Lowe Mill Grant, Section 44, Township 3 North, Range 28 East, all in Nassau County, Florida and being more particularly described as follows:

Begin at the intersection of the Northeasterly Right-of-Way line of U.S. Highway No. 17 (a 137.50 foot Right-of-Way at this point) and the Easterly Right-of-Way line of Crandall Road (a 40 foot County Maintained Right-of-Way); thence on said Northeasterly Right-of-Way line for the next 3 courses, thence N 32°52'39" W, a distance 1680.52 feet; thence N 32°57'39" W, a distance 2740.76 feet; thence N 32°53'09" W, a distance 733.22 feet to the Southwest corner of those lands described in Official Record Book 611, Page 651 of the Public Records of Nassau County, Florida; thence departing said Northeasterly Right-of-Way line and on the Southerly line, Easterly line and Northerly line of said lands for the next 3 courses, N 57°06'51" E, a distance 415.00 feet; thence N 32°53'09" W, a distance 315.00 feet; thence S 57°06'51" W, a distance 415.00 feet to the Northwest corner of said lands said point also being on the aforesaid Northeasterly Right-of-Way line of U.S. Highway No. 17; thence departing said Northerly line and on said Northeasterly Right-of-Way line, N 32°53'09" W, a distance 4009.48 feet to the most Southwesterly corner of those lands described in Official Record Book 44, Page 221 of said Public Records; thence departing said Northeasterly Right-of-Way line and on the Southerly line, Westerly line, Southerly line, Easterly line and on the Northwesterly prolongation thereof for the next 4 courses, thence N 57°06'51" E, a distance 349.29 feet; thence S 32°53'09" E, a distance 735.00 feet; thence N 57°06'51" E, a distance 650.71 feet; thence N 32°53'09" W, a distance 1832.50 feet to the Northeaslerly corner of those lands described in Official Record Book 1415, Page 574 of said Public Records; thence departing said Northwesterly prolongation line and on the Northerly line of said lands, S 57°06'51" W, a distance 1000.00 feet to the Northwesterly corner of said lands said point also being on the aforesaid Northeasterly Right-of-Way line of U.S. Highway No. 17; thence departing said Northerly line and on said Northeasterly Right-of-Way line for the next 6 courses, N 32°53'09" W, a distance 693.03 feet; thence N 32°54'39" W, a distance 534.04 feet; thence N 33°01'13" E, a distance 164.28 feet; thence N 32°54'39" W, a distance 695.00 feet; thence S 89°26'12" W, a distance 177.55 feet; thence N 32°54'39" W, a distance 2036.94 feet to the Southeast corner of those lands described in Official Record Book 1641, Page 1573 of said Public Records; thence departing said Northeasterly Right-of-Way line and on the Easterly line and on Northerly lines of said lands for the next 3 courses, N 24°41'55" E, a distance 4517.43 feet; thence N 21°05'55" W, a distance 658.43 feet; thence N 65°17'21" W, a distance 1624.14 feet to a point on the Easterly limited Access Right of Way line of Interstate 95 (variable width limited Access Right of Way); thence departing said Northerly line and on said Easterly limited Access Right of Way line for the next 2 courses, N 24°42'34" E, a distance 690.82 feet; thence N 31°16'11" E, a distance 1059.18 feet to a point on the Mean High Water Line of the St. Mary's River said point being referred to as reference point "A"; thence departing said Easterly limited Access Right of Way line and on said Mean High Water Line, Southeasterly, a distance of 2951 feet more or less to a point on the Easterly line of the William Fox Grant, Section 38, Township 4 North, Range 26 East, Nassau County, Florida said point having a tie line of, S 51°34'50" E, a distance of 2855.64 feet from said reference point "A"; thence departing said Mean High Water Line and on said Easterly line, S 33°27'43" W, a distance 748.66 feet to a point on the North line of the Charles Seton Grant, Section 37, Township 3 North, Range 26 East, Nassau County, Florida; thence departing said Easterly line and on said North line, N 88°44'44" E, a distance 513.75 feet to a point on the aforesaid Mean High Water Line of the St. Mary's River said point being referred to as reference point "B"; thence departing said North line and on said Mean High Water Line, Southeasterly, a distance of 5276 feet more or less to a point on said Mean High Water Line said point being referred to as reference point "C" said point having a tie line of, S 36°30'52" E, a distance of 4828.26 feet from said reference point "B"; thence continue on said Mean High Water Line, Northeasterly, a distance of 7051 feet more or less to a point on the South line of Section 32, Township 4 North, Range 27 East, Nassau County, Florida, said point also being on said Mean High Water Line said point being referred to as reference point "D" said point having a tie line of, N 49°38'32" E, a distance of 6131.74 feet from said reference point "C"; thence continue on said Mean High Water Line, Northeasterly a distance of 3218 feet more or less to a point on said Mean High Water Line said point being referred to as reference point "E" said point having a tie line of, N 59°42'40" E, a distance of 3066.75 feet from said reference point "D"; thence continue on said Mean High Water Line, Southeasterly and Northeasterly, a distance of 10,304 feet more or less to a point on said Mean High Water Line said point being referred to as reference point "F" said point having a tie line of, S 86°49'56" E, a distance of 6272.48 feet from said reference point "E"; thence continue on said Mean High Water Line, Southeasterly and Northeasterly, a distance of 9016 feet more or less to a point on said Mean High Water Line said point being referred to as reference point "G" said point having a tie line of, S 76°57'13" E, a distance of 6753.01 feet from said reference point "F"; thence continue on said Mean High Water Line, Southeasterly, a distance of 7683 feet more or less to the Northwest corner of those lands described in Official Record Book 1043, Page 181 of said Public Records said point also being on said Mean High Water Line said point having a tie line of, S 15°33'29" E, a distance of 5567.35 feet from said reference point "G"; thence departing said Mean High Water Line and on the Westerly line and Southerly line of said lands for the next 2 courses, S 02°30'20" E, a distance 677.00 feet; thence S 72°00'20" E, a distance 696.00 feet to the Southeast corner of said lands said point also being on the Easterly line of the William Hobkirk Grant and Thomas May Grant, Section 42, Township 3 North, Range 27 East, Nassau County, Florida; thence departing said Southerly line and on said Easterly line, S 43°59'40" W, a distance 2341.20 feet to the Northwesterly corner of the William Hobkirk Grant, Section 41, Township 3 North, Range 27 East, Nassau County, Florida; thence departing said Easterly line and on the Northerly line of said Section 41, S 46°58'42" E, a distance 3347.31 feet to the Northeasterly corner of said Section 41 said point also being the most Northerly corner of the Heirs of E. Waterman Mill Grant, Section 50, Township 3 North, Range 27 East, Nassau County, Florida; thence departing said Northerly line and on said Northerly line of Section 50, S 46°45'09" E, a distance 3141.05 feet; thence departing said Northerly line, S 43°07'50" W, a distance 47.78 feet to a point on the Southerly Right of Way line of Rose Bluff Road (66 foot Right of Way); thence on said Southerly Right of Way line, S 46°52'10" E, a distance 3672.22 feet to the Northwest corner of Creekside Unit I as recorded in Plat Book 6, Page 320 of the Public Records of Nassau County, Florida; thence departing said Southerly Right of Way line and on the Westerly line of said Creekside Unit I, S 43°56'29" W, a distance 922.51 feet to the Southwest corner of said Creekside Unit I; thence departing said Westerly line and on the Southerly of said Creekside Unit I and on the Southerly line of Creekside Unit II as recorded in Plat Book 7, Pages 32 and 33 of said Public Records and on the Southerly line of those lands described in Official Record Book 1699, Page 1781 of said Public Records, S 47°56'22" E, a distance 2923.03 feet to the Northwest corner of said lands;

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DSAP #2 LEGAL DESCRIPTION

EAST NASSAU STEWARDSHIP DISTRICT

ETM NO. 19-239-02-004
DRAWN BY: LOL
DATE: OCTOBER 19, 2023
PLATE NO. 2A

PLOTTED: October 19, 2023 - 4:37 PM, BY: Paul Brecht
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Bonds\LandDev\Design\Plots\Exhibits\CDD\DSAP2\CDD-PLATES 1-4.dwg

thence departing said Southerly line and on the Northerly lines, Westerly lines, South line and East line of said lands for the next 7 courses, S 44°21'01" W, a distance 248.94 feet; thence S 88°38'46" W, a distance 550.24 feet; thence S 46°58'49" E, a distance 307.88 feet; thence N 88°37'03" E, a distance 237.76 feet; thence S 02°22'18" W, a distance 473.95 feet; thence S 88°16'36" E, a distance 450.33 feet; thence N 01°36'34" E, a distance 711.99 feet to the Northeast corner of said lands said point also being on the aforesaid Southerly line of those lands described in Official Record Book 1699, Page 1781; thence departing said East line and on said Southerly line of those lands described in Official Record Book 631, Page 31 of said Public Records, S 47°56'22" E, a distance 2961.43 feet to the Southeast corner of said lands; thence departing said Southerly line and on the Easterly line of said lands, N 38°10'15" E, a distance 382.73 feet to a point on the Southerly County Maintained Right of Way line of Lee Road said point being on a curve, concave Northwest, having of radius 85.46 feet and a central angle of 28°44'32"; thence departing said Easterly line and on said Southerly County Maintained Right of Way line and on the arc of said curve for the next 4 courses, a distance of 42.87 feet said arc being subtended by a chord which bears N 69°54'46" E, a distance of 42.42 feet to the curves end; thence N 53°02'00" E, a distance 40.64 feet to the beginning of a curve, concave Southeast, having of radius 73.38 feet and a central angle of 36°59'17"; thence on the arc of said curve a distance of 47.37 feet said arc being subtended by a chord which bears N 75°22'46" E, a distance of 46.55 feet to the curves end; thence S 71°13'20" E, a distance 279.61 feet to the Northwest corner of those lands described in Official Record Book 631, Page 31 of the aforesaid Public Records; thence departing said Southerly County Maintained Right of Way line and on the Westerly line of said lands and the Southerly prolongation thereof, S 07°40'39" W, a distance 1608.34 feet to the Southwest corner of those lands described in Official Record Book 802, Page 1281 of said Public Records; thence departing said Southerly prolongation line and on the Southerly line of said lands, S 82°19'01" E, a distance 399.49 feet to a point on the Westerly Right of Way line of Chester Road (Variable Width Right of Way); thence departing said Southerly line and on said Westerly Right of Way line for the next 3 courses, S 07°40'57" W, a distance 21.94 feet; thence S 07°43'19" W, a distance 9134.66 feet; thence S 08°41'14" W, a distance 747.21 feet to a point on the Northerly Right of Way line of Pages Dairy Road (100 foot Right of Way); thence departing said Westerly Right of Way line and on said Northerly Right of Way line for the next 8 courses, N 63°45'37" W, a distance 1908.42 feet to the beginning of a curve, concave Northeast, having a radius of 1859.00 feet and a central angle of 13°19'52"; thence on the arc of said curve a distance of 432.54 feet said arc being subtended by a chord which bears N 57°05'41" W, a distance of 431.57 feet to the curves end; thence N 50°25'45" W, a distance 1077.81 feet; thence N 51°29'02" W, a distance 1087.78 feet to the beginning of a curve, concave Southwest, having a radius of 5786.70 feet and a central angle of 12°04'58"; thence on the arc of said curve a distance of 1220.33 feet said arc being subtended by a chord which bears N 57°31'31" W, a distance of 1218.07 feet to the curves end; thence N 63°34'00" W, a distance 549.97 feet to the beginning of a curve, concave Southwest, having a radius of 2914.79 feet and a central angle of 11°37'45"; thence on the arc of said curve a distance of 591.61 feet said arc being subtended by a chord which bears N 69°22'53" W, a distance of 590.59 feet to the curves end; thence N 75°11'45" W, a distance 386.35 feet to the Southeast corner of Page Hill Unit 1, as recorded in Plat Book 6, Pages 237 and 238 of the Public Records of Nassau County, Florida; thence on the Easterly line of said Page Hill Unit 1 and on the Easterly line of Page Hill Unit 2, as recorded in Plat Book 6, Pages 318 and 319 of said Public Records and on the Easterly line of Page Hill Unit 3, as recorded in Plat Book 6, Pages 341 and 342 of said Public Records for the next 6 courses, thence N 15°14'52" E, a distance of 624.51 feet; thence N 31°18'20" E, a distance of 1600.42 feet; thence N 31°16'17" E, a distance of 1617.68 feet; thence N 31°18'20" E, a distance of 77.25 feet; thence N 31°14'20" E, a distance of 712.26 feet; thence N 15°00'35" E, a distance of 1945.10 feet to the Northeast corner of said Page Hill Unit 3, as recorded in Plat Book 6, Pages 341 and 342; thence departing said Easterly line and on the North line of said Page Hill Unit 3, S 89°08'26" W, a distance 1948.04 feet to the Northwest corner of said Page Hill Unit 3; thence departing said North line and on the Westerly line of said Page Hill Unit 3 and on the Westerly line of the aforesaid Page Hill Unit 2 and on the Westerly line of Page Hill Unit 1 as recorded in Plat Book 6, Pages 237 and 238 of said Public Record and on the Westerly line of those lands described in Official Record Book 1127, Page 877 of the Public Records of Nassau County, Florida for the next 5 courses, S 06°17'22" W, a distance 846.40 feet; thence S 15°13'56" W, a distance 1678.50 feet; thence S 15°14'27" W, a distance 1129.83 feet; thence N 80°46'29" W, a distance 416.31 feet; thence S 15°10'34" W, a distance 2205.85 feet to a point on the aforesaid Northerly Right of Way line of Pages Dairy Road; thence departing said Westerly line and on said Northerly Right of Way line for the next 2 courses, N 76°11'45" W, a distance 824.27 feet to the beginning of a curve, concave Southerly, having a radius of 1004.93 feet and a central angle of 19°06'09"; thence on the arc of said curve a distance of 335.04 feet said arc being subtended by a chord which bears N 85°44'50" W, a distance of 333.49 feet to the Southeast corner of Yulee Hills as recorded in Plat Book 4, Page 31 of the aforesaid Public Records; thence departing said Northerly Right of Way line and on the Easterly line of said Yulee Hills, N 4°55'07" W, a distance 6150.59 feet to the Northeast corner of said Yulee Hills said point also being on the Easterly line of the Heirs of E. Waterman Mill Grant, Section 50, Township 3 North, Range 27 East, Nassau County, Florida. thence departing said Easterly line and on the Westerly line of Yulee Hills and also being on said Easterly line of Section 50, S 43°57'08" W, a distance 6123.00 feet to the Southwest corner of said Yulee Hills; thence departing said Westerly line and continuing on said Easterly line of Section 50, S 43°54'03" W, a distance 4814.17 feet to a point on the North Right of Way line of Pages Dairy Road (80 foot Right of Way) said point also being on a curve, concave Southeast, having of radius 449.26 feet and a central angle of 1°13'25"; thence departing said Easterly line and on said North Right of Way line and on the arc of said curve a distance of 9.59 feet said arc being subtended by a chord which bears S 75°39'19" W, a distance of 9.59 feet to a point on the North Right of Way line of Jefferson Street (75 foot Right of Way) as shown on North Yulee as recorded in Plat Book 2, Page 26 of the aforesaid Public Records; thence departing said North Right of Way line of Pages Dairy Road and on said North Right of Way line of Jefferson Street, N 89°26'08" W, a distance 1639.13 feet to the Southeast corner of those lands described in Official Record Book 325, Page 159 of said Public Records; thence departing said North Right of Way line and on the Easterly line of said lands, N 28°15'16" W, a distance 2192.02 feet to the Northeast corner of said lands said point also being on the Easterly line of those lands described in Official Record Book 1629, Page 1511 of said Public Records; thence departing said Easterly line and on said Easterly line of those lands described in Official Record Book 1629, Page 1511 and on the Easterly line of those lands described in Official Record Book 1974, Page 625 of said Public Records, N 44°18'02" E, a distance 1176.85 feet to the Northeast corner of said lands; thence departing said Easterly line and on the Northerly line of said lands and the Northwesterly prolongation thereof, N 46°33'16" W, a distance 4615.27 feet to the Northeast corner of those lands described in Official Record Book 1871, Page 1833 of said Public Records; thence departing said Northwesterly prolongation line, N 37°23'25" W, a distance 1233.89 feet; thence N 56°35'19" W, a distance 1550.05 feet to the Northeast corner of those lands described in Official Record Book 762, Page 958 of said Public Records; thence on the Northerly line of said lands and on the Northwesterly prolongation thereof, N 45°06'08" W, a distance 2178.00 feet to the Northwest corner of those lands described in Official Record Book 590, Page 920 of said Public Records; thence departing said Northwesterly prolongation line and on the Westerly line of said lands, S 44°53'52" W, a distance 2046.00 feet to the Southwest corner of said lands; thence departing said Westerly line and on the Southerly line of said lands and on the Southeasterly prolongation thereof, S 45°06'08" E, a distance 822.96 feet to a point on the Westerly line of those lands described in Official Record Book 1961, Page 1186 of said Public Records; thence departing said Southeasterly prolongation line and on the Westerly line of said lands and the Southwesterly prolongation thereof, S 50°46'31" W, a distance 417.39 feet to a point on the aforesaid Northeasterly Right of Way line of U.S. Highway No. 17; thence departing said Southwesterly prolongation line and on said Northeasterly Right of Way line for the next 3 courses, N 38°45'39" W, a distance 897.57 feet to the beginning of a curve, concave Northeast, having a radius of 5629.65 feet and a central angle of 5°53'00";

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DSAP #2 LEGAL DESCRIPTION

EAST NASSAU STEWARDSHIP DISTRICT

ETM NO. 19-239-02-004
DRAWN BY: LOL
DATE: OCTOBER 19, 2023
PLATE NO. 2B

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PLOTTED: October 19, 2023 - 4:38 PM, BY: Zach Brecht

thence on the arc of said curve a distance of 578.07 feet said arc being subtended by a chord which bears N 35°49'09" W, a distance of 577.82 feet to the curves end; thence N 32°52'39" W, a distance 2569.25 feet to the Southeast corner of those lands described in Official Record Book 87, Page 429 of the aforesaid Public Records; thence departing said Northeasterly Right of Way line and on the Easterly line, Northerly line, and the Westerly line of said lands for the next 3 courses, N 57°07'21" E, a distance 208.70 feet; thence N 32°52'39" W, a distance 208.70 feet; thence S 57°07'21" W, a distance 208.70 feet to a point on the aforesaid Northeasterly Right of Way line of U.S. Highway No. 17; thence departing said Westerly line and on said Northeasterly Right of Way line, N 32°52'39" W, a distance 1163.92 feet to the Southeast corner of those lands described in Official Record Book 756, Page 587 of the aforesaid Public Records; thence departing said Northeasterly Right of Way line and on the Easterly line of said lands, N 57°07'21" E, a distance 85.00 feet to the Southwest corner of those lands described in Official Record Book 309, Page 673 of said Public Records; thence departing said Easterly line and on the Southerly of said lands and on the Southeasterly prolongation thereof, S 54°09'58" E, a distance 1053.12 feet to the Southeast corner of those lands described in Official Record Book 1131, Page 1698 of said Public Records; thence departing said Southeasterly prolongation line and on the Easterly line of said lands and on the Northeasterly prolongation thereof, N 57°00'06" E, a distance 909.57 feet to the Northeast corner of those lands described in Official Record Book 1171, Page 330 of said Public Records; thence departing said Northeasterly prolongation line and on the Northerly line of said lands and on the Northwesterly prolongation thereof, N 32°52'44" W, a distance 1651.85 feet to the Northwest corner of those lands described in Official Record Book 725, Page 172 of said Public Records; thence departing said Northwesterly prolongation line and on the Westerly line of said lands, S 46°25'51" W, a distance 1401.20 feet to the Point of Beginning.

Less and Except:

Crandall Road as being described below:

Crandall Road

A parcel of land, being a portion of Section 32, Township 4 North, Range 27 East, and being a portion of the Spicer S. Christopher Grant and J. Smith Grant, Section 47, the Spicer S. Christopher Grant, Section 48 and the Heirs of E. Waterman Mill Grant, Section 50, all in Township 3 North, Range 27 East, Nassau County, Florida and being more particularly described as follows:

Begin at the intersection of the Northeasterly Right-of-Way line of U.S. Highway No. 17 (a 137.50 foot Right-of-Way at this point) and the Easterly Right-of-Way line of Crandall Road (a 40 foot County Maintained Right-of-Way); thence on said Northeasterly Right-of-Way line, thence N 32°52'39" W, a distance 40.71 feet to a point on the Westerly Right-of-Way line of said Crandall Road; thence departing said Northeasterly Right-of-Way line and on said Westerly Right-of-Way line and on the Northerly Right-of-Way line and the Easterly Right-of-Way line of said Crandall Road for the next 29 courses, N 46°25'51" E, a distance of 481.84 feet; thence N 32°05'53" E, a distance of 2418.72 feet to the beginning of a curve, concave Northwest, having a radius of 960.00 feet and a central angle of 20°18'59"; thence on the arc of said curve a distance of 347.50 feet said arc being subtended by a chord which bears N 21°56'23" E, a distance of 345.68 feet to the curves end; thence N 11°46'53" E, a distance of 3953.5 feet; thence N 13°38'05" E, a distance of 600.31 feet; thence N 15°36'12" E, a distance of 2912.08 feet; thence N 16°05'53" E, a distance of 2532.7 feet; thence N 17°11'45" E, a distance of 3439.63 feet; thence N 16°50'41" E, a distance of 1216.59 feet; thence N 13°33'13" E, a distance of 248.97 feet; thence N 05°39'41" E, a distance of 496.30 feet; thence N 11°34'20" E, a distance of 209.70 feet to the beginning of a curve, concave Southeast, having a radius of 320.00 feet and a central angle of 28°06'20"; thence on the arc of said curve a distance of 156.97 feet said arc being subtended by a chord which bears N 25°37'30" E, a distance of 155.40 feet to the curves end; thence N 39°40'40" E, a distance of 158.24 feet; thence S 50°19'20" E, a distance of 40.00 feet; thence S 39°40'40" W, a distance of 158.24 feet to the beginning of a curve, concave Southeast, having a radius of 280.00 feet and a central angle of 28°06'20"; thence on the arc of said curve a distance of 137.35 feet said arc being subtended by a chord which bears S 25°37'30" W, a distance of 135.98 feet to the curves end; thence S 11°34'20" W, a distance of 207.64 feet; thence S 05°39'41" W, a distance of 496.99 feet; thence S 13°33'13" W, a distance of 252.88 feet; thence S 16°50'41" W, a distance of 1217.86 feet; thence S 17°11'45" W, a distance of 3439.37 feet; thence S 16°05'53" W, a distance of 2532.14 feet; thence S 15°36'12" W, a distance of 2911.22 feet; thence S 13°38'05" W, a distance of 598.98 feet; thence S 11°46'53" W, a distance of 3952.85 feet to the beginning of a curve, conceve Northwest, having a radius of 1020.00 feet and a central angle of 20°18'59"; thence on the arc of said curve a distance of 361.68 feet said arc being subtended by a chord which bears S 21°56'23" W, a distance of 359.79 feet to the curves end; thence S 32°05'53" W, a distance of 2423.75 feet; thence S 46°25'51" W, a distance of 494.42 feet to the Point of Beginning.

Less and Except:

Those lands described in Official Records Book 235, Page 149 and Official Records Book 609, Page 780 all of the Public Records of Nassau County, Florida.

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DSAP #2 LEGAL DESCRIPTION

EAST NASSAU STEWARDSHIP DISTRICT

ETM NO.	19-239-02-004
DRAWN BY:	LOL
DATE:	OCTOBER 19, 2023
PLATE NO.	2C

PLOTTED: October 8, 2023 - 4:39 PM, BY: Zach Brechl
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EAST NASSAU
STEWARDSHIP DISTRICT

4CII

Inst. Number: 202445001752 Book: 2690 Page: 483 Page 1 of 5 Date: 1/22/2024 Time: 12:33 PM
John A. Crawford Clerk of Courts, Nassau County, Florida Doc Mort: 0.00 Int Tax: 0.00 Doc Deed: 0.00

PREPARED BY:
JOHN R. CAMPBELL, ESQ.
RAYONIER INC.
1 RAYONIER WAY
WILDLIGHT, FL 32097

STATE OF FLORIDA
COUNTY OF NASSAU

SPECIAL WARRANTY DEED

(Wildlight Pod 4)

THIS SPECIAL WARRANTY DEED is made this 22nd day of January, 2024, from **WILDLIGHT LLC**, a Delaware limited liability company, duly authorized to do business in Florida, whose address is 1 Rayonier Way, Wildlight, Florida 32097 ("Grantor"), to **EAST NASSAU STEWARDSHIP DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 2017-206, Laws of Florida, whose address is % Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("Grantee") (the words "Grantor" and "Grantee" to include any respective heirs, successors and assigns where the context requires or permits).

W I T N E S S E T H:

THAT GRANTOR, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee, all that land and improvements thereon located in Nassau County, Florida as more particularly described at **EXHIBIT "A"** attached hereto and by reference made a part hereof (the "Property").

TAX PARCEL ID NO: 44-2N-27-1004-RCT1-0000; 44-2N-27-1004-PT45-0000; 44-2N-27-1004-0LT8-0000; 44-2N-27-1004-0LT1-0000; A PORTION OF 44-2N-27-1004-MTE2-0000; AND A PORTION OF 44-2N-27-1004-OLT2-0000

THIS CONVEYANCE IS SUBJECT TO those matters referenced on **EXHIBIT "B"** attached hereto and by reference made a part hereof ("Permitted Exceptions").

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

TO HAVE AND TO HOLD the same in fee simple forever.

AND GRANTOR hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property; that Grantor hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through and under Grantor for claims arising during the period of time of Grantor's ownership of the Property, but against none other.

[SIGNATURES ON FOLLOWING PAGE]

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

Signed and sealed in the Presence of:

_____ (Sign)
Crystal L. Cook (Print)
1 Rayonier Way
Wildlight, FL 32097

_____ (Sign)
Sarah Miles (Print)
1 Rayonier Way
Wildlight, FL 32097

WILDLIGHT LLC, a Delaware limited liability company

By: _____
John R. Campbell
Its: Vice President

STATE OF FLORIDA
COUNTY OF NASSAU

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 11 day of January, 2024, by John R. Campbell, as Vice President of Wildlight LLC, a Delaware limited liability company, on behalf of the company, and who are personally known to me ~~or has produced _____ as identification~~.

_____
Print Name: Chrystal C. Dietz
Notary Public, State of Florida
My Commission Expires: 9-29-27
Commission No.: HH 410826

CHRYSTAL C DIETZ
MY COMMISSION # HH 410826
EXPIRES: September 29, 2027

EXHIBIT "A"

Nassau County, Florida
East Nassau Stewardship District

Landscape Tracts, further identified below and shown and delineated on Plat of East Nassau – Wildlight PDP 3 / POD 4 North, recorded as Instrument No. 202245006046 in Official Records Book 2539, Pages 1789 through 1795, inclusive, in the Official Records of Nassau County, Florida as:

A) Landscape Tract 8, containing 2.51 acres, more or less;
B) Landscape Tract 1, containing 1.27 acres, more or less.

Pond Tract 4-5, containing 2.25 acres, more or less, as shown and delineated on Plat of East Nassau – Wildlight PDP 3 / POD 4 North, recorded as Instrument No. 202245006046 in Official Records Book 2539, Pages 1789 through 1795, inclusive, in the Official Records of Nassau County, Florida.

Recreation and/or Community Amenity Tract 1, containing 0.44 acres, more or less, as shown and delineated on Plat of East Nassau - Wildlight PDP 3 / POD 4 North, recorded as Instrument No. 202245006046 in Official Records Book 2539, Pages 1789 through 1795, inclusive, in the Official Records of Nassau County, Florida.

Landscape Tract 2b: A parcel of land, being a portion of Landscape Tract 2, as shown and delineated on Plat of East Nassau - Wildlight PDP 3 / POD 4 North recorded in Official Records Book 2539, page 1789, of the public records of Nassau County, Florida and being more particularly described as follows:

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EXHIBIT "B"

"Permitted Exceptions"

(a) Rights, if any, relating to the construction and maintenance in connection with any public utility of wires, poles, pipes, conduits and appurtenances thereto, on, under or across the Property;

(b) Any current or future building or zoning ordinances or any other law or regulation (including environmental protection laws and regulations) of any governmental authority;

(c) Any state of facts which an accurate survey or an inspection of the Property would reveal, including, but not limited to, the location of boundary lines, improvements and encroachments, if any;

(d) All current and previous reservations, exceptions and conveyances of record of oil, gas, associated hydrocarbons, minerals and mineral substances, and royalty and other minerals rights and interests of record;

(e) All claims of governmental authorities in and to those portions of the Property that lie in the bed of any streams, creeks or waterways or other submerged lands or land now or formerly subject to the ebb and flow of tidal waters, or any claims of riparian rights;

(f) Outstanding easements, encroachments, servitudes, rights-of-way, flowage rights, restrictions, licenses, leases, reservations, covenants, agreements, log sale agreements, timber cutting contracts, cemeteries, access rights and other rights in third parties of record or acquired through prescription, adverse possession or otherwise;

(g) Any and all restrictions of use of the Property due to environmental protection laws, including, without limitation, endangered species and wetlands protection laws, rules, regulations and orders; and

(h) All matters of public record.

BILL OF SALE

[IMPROVEMENTS, WORK PRODUCT AND REAL PROPERTY – WILDLIGHT PDP 3, POD 4 NORTH (PORTION)]

KNOW ALL MEN BY THESE PRESENTS, on this 22nd day of January, 2024, that **WILDLIGHT LLC**, a Delaware limited liability company, with a mailing address of 1 Rayonier Way, Wildlight, Florida 32097 (the "**Seller**"), and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, to it paid by the **EAST NASSAU STEWARDSHIP DISTRICT,** a local unit of special-purpose government organized pursuant to Chapter 2017-206, Laws of Florida, with a mailing address of c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the "**District**"), the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer, and deliver unto the District, its successors and assigns, the following described property, assets and rights, to-wit:

SEE EXHIBIT A

TO HAVE AND TO HOLD all of the foregoing unto the District, its successors and assigns, for its own use forever, free and clear and discharged of and from any and all obligations, claims or liens.

AND the Seller does hereby covenant to and with the District, its successors and assigns, that it is the lawful owner of the above-described real property and assets; that said real property and assets are free from all liens and encumbrances; that Seller has good right to sell said real property and assets; that all contractors, subcontractors and materialmen furnishing labor or materials relative to the construction of the real property and assets have been paid in full; and that Seller will warrant and defend the sale of its said real property and assets hereby made, unto the District, its successors and assigns, against the lawful claims and demands of all persons whosoever.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Seller has caused this Bill of Sale to be executed as of the day and year first written above.

SELLER:

WILDLIGHT LLC
a Delaware limited liability company

Signed, sealed and delivered
in the presence of:

Print Name: Crystal L. Cook

By: John R. Campbell
Its: Vice President

Print Name: Sarah Miles

STATE OF FLORIDA
COUNTY OF NASSAU

SWORN TO AND SUBSCRIBED before me by means of ☑ physical presence or ☐ online notarization this 11 day of Jan., 2024, by John R. Campbell, as Vice President of Wildlight LLC, a Delaware limited liability company, on behalf of company.

(Official Notary Signature)
Name: Chrystal C. Dietz
Personally Known ✓
OR Produced Identification _____
Type of Identification _____

[notary seal]

CHRYSTAL C DIETZ
MY COMMISSION # HH 410826
EXPIRES: September 29, 2027

EXHIBIT A

[REAL PROPERTY AND IMPROVEMENTS – WILDLIGHT PDP 3, POD 4 NORTH (PORTION)]

ALL OF THE TRACTS DESCRIBED BELOW AND DESCRIPTION OF PORTIONS OF IMPROVEMENTS CONSTRUCTED BY WILDLIGHT, LLC (WHICH INCLUDE IMPROVEMENTS ON RECREATION AND/OR COMMUNITY AMENITY TRACT 1, LANDSCAPE TRACTS 1 AND LANDSCAPE TRACT 2B: A PARCEL OF LAND, BEING A PORTION OF LANDSCAPE TRACT 2) TO BE ACQUIRED:

STORMWATER POND: All ponds/stormwater management facilities together with master drainage pipes, structures, inlets, manholes, mitered end sections, headwalls, water control structures, catch-basins, publicly-owned pipes providing drainage, curb and gutter providing drainage for streets and right-of-ways, dry stormwater retention basins, if any, and related stormwater facilities and any and all plants, trees, timber, shrubbery, and other landscaping and irrigation improvements for such stormwater facilities, all in and for the development East Nassau – Wildlight PDP 3 / Pod 4 North, all located on portions of the real property described in the following legal description:

> **POND TRACT 4-5** AS SHOWN ON THE PLAT KNOWN AS EAST NASSAU – WILDLIGHT PDP 3 / POD 4 NORTH, RECORDED IN THE OFFICIAL RECORDS OF NASSAU COUNTY, FLORIDA AT OFFICIAL RECORDS BOOK 2539, PAGES 1789 THROUGH 1795, INCLUSIVE, AND ANY PLATTED EASEMENTS ASSOCIATED THEREWITH.

ALSO INCLUDING

RECREATION: Any and all recreational and/or community amenity improvements including playground and fitness structures and related facilities in and for the development East Nassau – Wildlight PDP 3 / Pod 4 North, all located on portions of the real property described in the following legal description:

> **RECREATION AND/OR COMMUNITY AMENITY TRACT 1** AS SHOWN ON THE PLAT KNOWN AS EAST NASSAU – WILDLIGHT PDP 3 / POD 4 NORTH, RECORDED IN THE OFFICIAL RECORDS OF NASSAU COUNTY, FLORIDA AT OFFICIAL RECORDS BOOK 2539, PAGES 1789 THROUGH 1795, INCLUSIVE.

ALSO INCLUDING

LANDSCAPE TRACTS: All multi-use trail system infrastructure improvements, site furnishings, any and all hardscape features, plants, trees, timber, shrubbery, and other landscaping, and associated lighting and all irrigation systems, including but not limited to wells, pumps, lines, spray heads, and related system components constructed in and for the development of East

Nassau – Wildlight PDP 3 / Pod 4 North, all located on portions of the real property described in the following legal description:

LANDSCAPE TRACTS 1 AND 8 AS SHOWN ON THE PLAT KNOWN AS EAST NASSAU – WILDLIGHT PDP 3 / POD 4 NORTH, RECORDED IN THE OFFICIAL RECORDS OF NASSAU COUNTY, FLORIDA AT OFFICIAL RECORDS BOOK 2539, PAGES 1789 THROUGH 1795, INCLUSIVE.

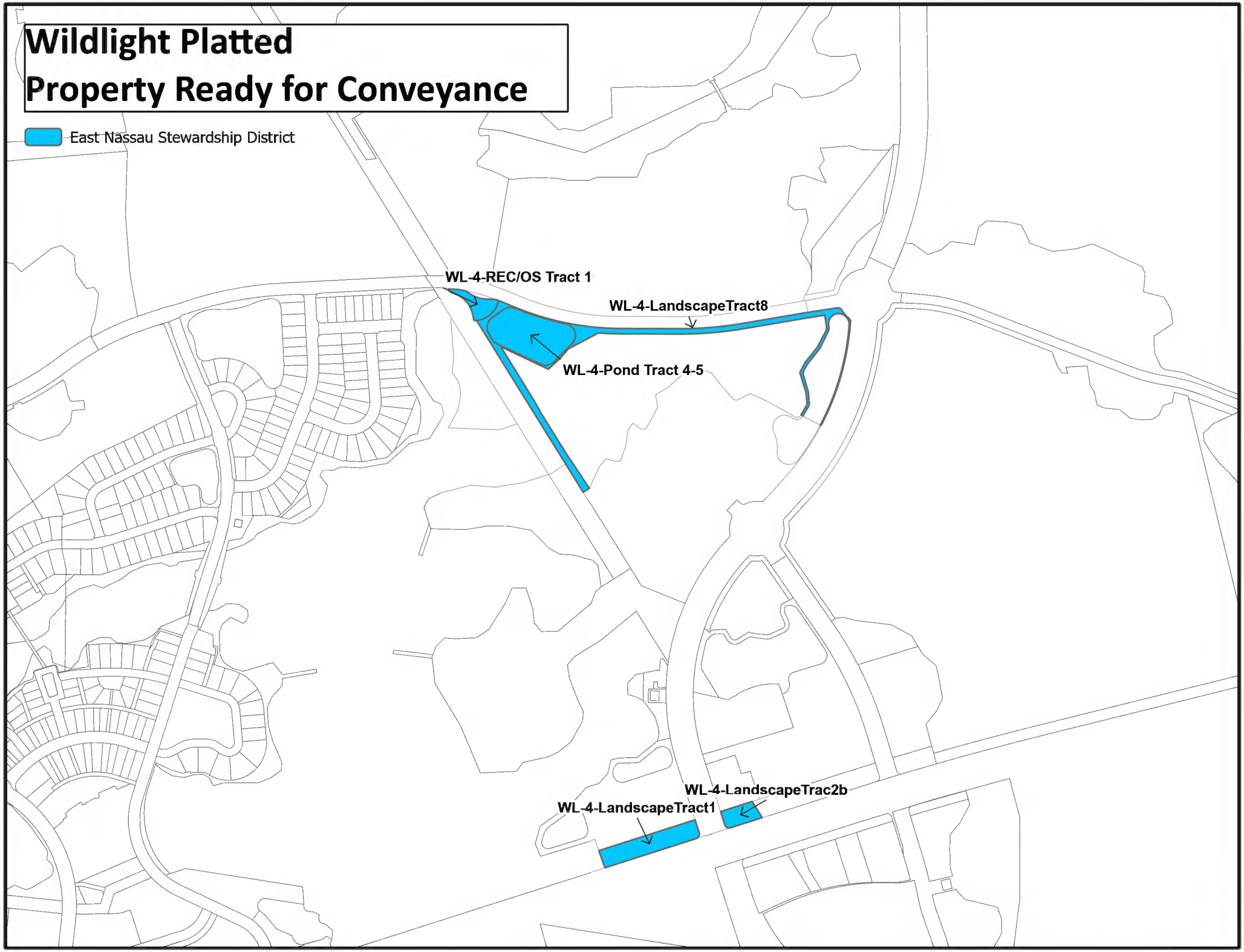
TOGETHER WITH

LANDSCAPE TRACT 2B: A PARCEL OF LAND, BEING A PORTION OF LANDSCAPE TRACT 2, as shown and delineated on Plat of East Nassau - Wildlight PDP 3 / POD 4 North recorded in Official Records Book 2539, page 1789, of the public records of Nassau County, Florida and being more particularly described as follows:

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DESCRIPTION OF ASSOCIATED WORK PRODUCT TO BE ACQUIRED:

General: 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, permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the above-described improvements.


Wildlight Platted
Property Ready for Conveyance
East Nassau Stewardship District
WL-4-REC/OS Tract 1
WL-4-LandscapeTract8
WL-4-Pond Tract 4-5
WL-4-LandscapeTrac2b
WL-4-LandscapeTract1

STATE OF FLORIDA
COUNTY OF NASSAU

AFFIDAVIT

BEFORE ME, the undersigned, a Notary Public in and for the State of Florida, personally appeared, Crystal Cook, Assistant Secretary of Wildlight LLC, a Delaware limited liability company ("Wildlight"), who being first duly sworn, deposes and says that:

1. I am aware of and familiar with the contents of any and all articles of organization/incorporation, operating agreements and bylaws of Wildlight.

2. Wildlight is a Delaware limited liability company and is authorized to do business in Florida. Wildlight has not been terminated or dissolved and no proceedings to terminate or dissolve Wildlight has been initiated, nor have bankruptcy proceedings been commenced as to Wildlight.

3. John R. Campbell, Michael Hahaj, and Wesley B. Hinton, each a Vice President of Wildlight, are each authorized to perform all acts as shall be required to sell the real property of Wildlight located in Nassau County, Florida, as more particularly described upon **EXHIBIT "A"** attached hereto and by reference made a part hereof ("Property"), and to execute on behalf of Wildlight such documentation as may be required to transfer the Property.

4. The undersigned acknowledges that this Affidavit is being furnished with the intention and expectation that the buyer of the Property and any title company insuring such conveyance and may be rely upon in connection with the Property owned by Wildlight.

AFFIANT: _____
Crystal Cook

SWORN TO AND SUBSCRIBED before me by means of ☑ physical presence or ☐ online notarization, this 11 day of January, 2024, by Crystal Cook, who is personally known to me.

_____
Print Name Chrystal C. Dietz
NOTARY PUBLIC
State of Florida at Large
Commission # HH 410826
My Commission Expires: 9-29-27

CHRYSTAL C DIETZ
MY COMMISSION # HH 410826
EXPIRES: September 29, 2027

EXHIBIT "A"

Nassau County, Florida
East Nassau Stewardship District

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STATE OF FLORIDA
COUNTY OF NASSAU

CERTIFICATE OF NON-FOREIGN STATUS

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including Section 1445), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property (described in **Exhibit A** attached hereto) interest by **WILDLIGHT LLC**, a Delaware limited liability company (Wildlight), the undersigned hereby certifies the following:

1. Wildlight is a disregarded entity as defined in § 1.1445-2(b)(2)(iii);

2. Rayonier TRS Holdings Inc., a Delaware corporation ("Rayonier") is the owner of Wildlight;

3. Rayonier is not a disregarded entity as defined in § 1.1445-2(b)(2)(iii);

4. Rayonier is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);

5.. Rayonier's U.S. employer identification number is: 20-0392883; and

6. Rayonier's office address is: 1 Rayonier Way, Wildlight, Florida 32097.

Rayonier understands that this certification may be disclosed to the Internal Revenue Service by transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury, I declare that I have examined this certification, and to the best of my knowledge and belief, it is true, correct, and complete, and I further declare that I have authority to sign this document on behalf of Rayonier.

Dated: 1/11/24

John R. Campbell
Assistant Secretary
Rayonier TRS Holdings Inc.

SWORN TO AND SUBSCRIBED before me by means of ☑ physical presence or ☐ online notarization this 11 day of Jan., 2024, by John R. Campbell, who is personally known to me.

Print Name: Chrystal C. Dietz
Notary Public, State of Florida
My Commission Expires: 9.29.27
Commission No.: HH 410826

Exhibit A property

CHRYSTAL C DIETZ
MY COMMISSION # HH 410826
EXPIRES: September 29, 2027

EXHIBIT "A"

Nassau County, Florida
East Nassau Stewardship District

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STATE OF FLORIDA
COUNTY OF NASSAU

LIEN AND POSSESSION AFFIDAVIT

BEFORE ME came in person, the undersigned affiant ("Affiant"), Vice President of **WILDLIGHT LLC**, a Delaware limited liability company ("Owner"), who, having been duly sworn and placed on oath, deposed and said as follows:

1. The facts recited herein are based on the Affiant's best knowledge and belief.

2. Owner holds a fee estate, encumbered by easement(s), reservation(s), grant(s) or lease(s) of record, in and to a parcel of land lying in Nassau County, Florida, and more particularly described upon **EXHIBIT "A"** attached hereto and by reference made a part hereof ("Property"). Owner is in possession of the Property and no other parties have any claim to possession of the Property.

3. No improvements or repairs have been made on the Property by or at the instance of Owner during three (3) months immediately preceding this date and Owner has no outstanding bills incurred for labor or materials used in making improvements or repairs on the Property or for services of architects, surveyors or engineers incurred in connection therewith, other than those services as have arisen under or by reason of the transaction to which this Affidavit relates and as will be discharged at closing or assumed by **EAST NASSAU STEWARDSHIP DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 2017-206, Laws of Florida ("ENSD").

4. There are no outstanding oral or written contracts, mortgages, claims, liens, special assessments, financing statements, leases or permits entered into by or on behalf of the Owner and relating to the Property which would survive the conveyance of the Property to ENSD and encumber the title ENSD receives, other than as appear of record upon the date hereof.

5. This Affidavit is made with the knowledge that the same may be used in connection with securing an owner's title insurance policy for ENSD.

AFFIANT: _____
John R. Campbell

Sworn to and subscribed before me by means of ☑ physical presence or ☐ online notarization this 11 day of January 2024, by John R. Campbell, who is personally known to me.

_____
Print Name: Chrystal C. Dietz
Notary Public, State of Florida
My Commission Expires: 9-29-27
Commission No.: HH 410826

CHRYSTAL C DIETZ
MY COMMISSION # HH 410826
EXPIRES: September 29, 2027

EXHIBIT "A"

Nassau County, Florida
East Nassau Stewardship District

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DISTRICT ENGINEER'S CERTIFICATE
(IMPROVEMENTS – WILDLIGHT PDP 3, POD 4 NORTH - PORTION)

JANUARY 10, 2024

Board of Supervisors
East Nassau Stewardship District

Re: East Nassau Stewardship District (Nassau County, Florida)
Acquisition of Landscape, Stormwater Management Facility and Recreation Improvements

Ladies and Gentlemen:

The undersigned is a representative of England-Thims & Miller, Inc. ("**District Engineer**"), as District Engineer for the East Nassau Stewardship District ("**District**") and does hereby make the following certifications in connection with the District's acquisition from Wildlight LLC ("**Developer**") of the landscape, stormwater management facility and recreation improvements ("**Improvements**"), as further described in **Exhibit A** attached hereto, all as more fully described in that certain Bill of Sale ("**Bill of Sale**") dated as of or about the same date as this certificate. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. A Representative of England-Thims & Millers, Inc. has reviewed observable portions of the Improvements. I have further reviewed certain documentation relating to the same, including but not limited to, the Bill of Sale, agreements, invoices, plans, as-builts, and other documents.

2. The Improvements are within the scope of the District's capital improvement plan as set forth in the District's Engineers Report for Wildlight Village Phase 2, dated February 18, 2021, Revised March 26, 2021, as supplemented by Supplemental Engineers Report for Series 2021 Project, Wildlight Village Phase 2, dated March 26, 2021 (together, the "**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.

4. The total costs associated with the Improvements are equal to or less than each of the following: (i) what was actually paid by the Developer to create and/or construct the Improvements, and (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 (which transfers the Engineer consents to and ratifies).

6. Engineer further consents to any other partial or complete assignment, conveyance, or transfer of other work product, contracts, interests, rights or remedies associated with the Improvements or other matters contemplated in the Engineer's Report and required by the District in connection with the above referenced capital improvement plan, whether made prior to or after the execution of this Certificate.

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

FURTHER AFFIANT SAYETH NOT.

John Zachary Brecht, District Engineer
England-Thims & Miller, Inc.

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 10th day of January, 2024, by John Zachary Brecht, P.E., on behalf of England-Thims & Miller, Inc., who is personally known to me or who has produced _____ as identification, and did ☐ or did not ☐ take the oath.

Gloria J. Stephens
(Official Notary Signature)
Name: _____
Personally Known _____
OR Produced Identification _____
Type of Identification _____

[notary seal]

GLORIA J. STEPHENS
Notary Public, State of Florida
My Comm. Expires 09/25/2025
Commission No. HH151695

EXHIBIT A

[WILDLIGHT PDP 3 / POD 4 NORTH – PARTIAL ACQUISITION]

DESCRIPTION OF IMPROVEMENTS TO BE ACQUIRED:

STORMWATER POND: All ponds/stormwater management facilities together with master drainage pipes, structures, inlets, manholes, mitered end sections, headwalls, water control structures, catch-basins, publicly-owned pipes providing drainage, curb and gutter providing drainage for streets and right-of-ways, dry stormwater retention basins, if any, and related stormwater facilities and any and all plants, trees, timber, shrubbery, and other landscaping and irrigation improvements for such stormwater facilities, all in and for the development East Nassau – Wildlight PDP 3 / Pod 4 North, all located on portions of the real property described in the following legal description:

POND TRACT 4-5 AS SHOWN ON THE PLAT KNOWN AS EAST NASSAU – WILDLIGHT PDP 3 / POD 4 NORTH, RECORDED IN THE OFFICIAL RECORDS OF NASSAU COUNTY, FLORIDA AT OFFICIAL RECORDS BOOK 2539, PAGES 1789 THROUGH 1795, INCLUSIVE, AND ANY PLATTED EASEMENTS ASSOCIATED THEREWITH.

ALSO INCLUDING

RECREATION: Any and all recreational and/or community amenity improvements including playground and fitness structures and related facilities in and for the development East Nassau – Wildlight PDP 3 / Pod 4 North, all located on portions of the real property described in the following legal description:

RECREATION AND/OR COMMUNITY AMENITY TRACT 1 AS SHOWN ON THE PLAT KNOWN AS EAST NASSAU – WILDLIGHT PDP 3 / POD 4 NORTH, RECORDED IN THE OFFICIAL RECORDS OF NASSAU COUNTY, FLORIDA AT OFFICIAL RECORDS BOOK 2539, PAGES 1789 THROUGH 1795, INCLUSIVE.

ALSO INCLUDING

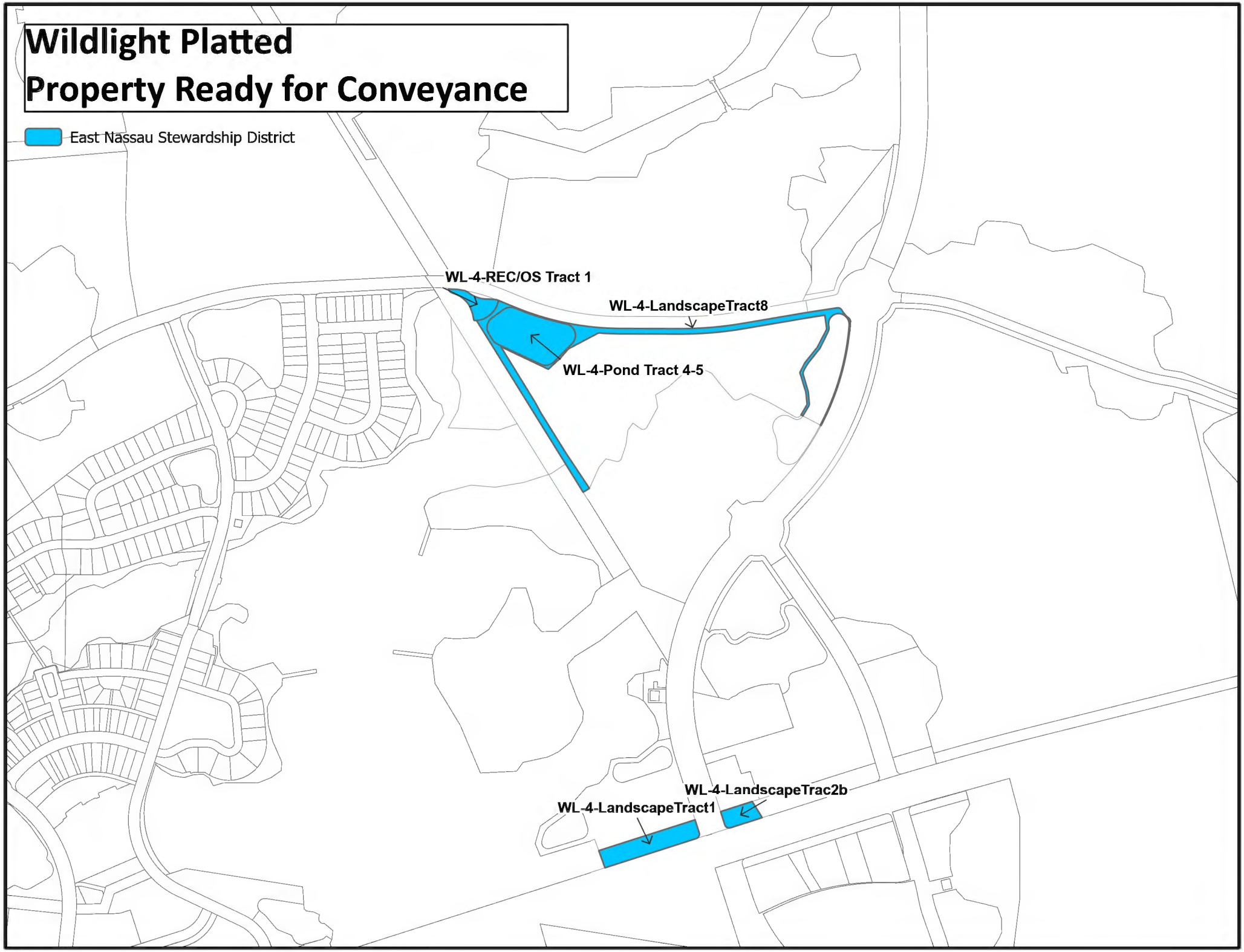
LANDSCAPE TRACTS: All multi-use trail system infrastructure improvements, site furnishings, any and all hardscape features, plants, trees, timber, shrubbery, and other landscaping, and associated lighting and all irrigation systems, including but not limited to wells, pumps, lines, spray heads, and related system components constructed in and for the development of East Nassau – Wildlight PDP 3 / Pod 4 North, all located on portions of the real property described in the following legal description:

LANDSCAPE TRACTS 1 AND 8 AS SHOWN ON THE PLAT KNOWN AS EAST NASSAU – WILDLIGHT PDP 3 / POD 4 NORTH, RECORDED IN THE OFFICIAL RECORDS OF NASSAU COUNTY, FLORIDA AT OFFICIAL RECORDS BOOK 2539, PAGES 1789 THROUGH 1795, INCLUSIVE.

TOGETHER WITH:

LANDSCAPE TRACT 2B: A PARCEL OF LAND, BEING A PORTION OF LANDSCAPE TRACT 2, as shown and delineated on Plat of East Nassau - Wildlight PDP 3 / POD 4 North recorded in Official Records Book 2539, page 1789, of the public records of Nassau County, Florida and being more particularly described as follows:

Begin at the Southwest corner of Parcel 4D, as shown on the plat of East Nassau - Wildlight PDP 3 / POD 4 North as recorded in Official Records Book 2539, page 1789, of the public records of Nassau County, Florida; thence on the South line of said Parcel 4D, N 72°19'01" E, a distance of 180.62 feet to a point on the Westerly Right of Way line of Florida Power & Light Company (110 foot Easement for Right of Way); thence departing said South line and on said Westerly Right of Way line, S 31°50'32" E, a distance of 103.13 feet to a point on the Northerly Right of Way line of State Road No. 200 (A1A), (184 foot Right of Way); thence departing said Westerly Right of Way line and on said Northerly Right of Way line, S 72°19'01" W, a distance of 180.84 feet to a point on the Easterly Right of Way line of Crosstown Boulevard, (150 foot Right of Way) said point also being the beginning of a curve, concave Northeast, having a radius of 25.00 feet and a central angle of 90°00'00"; thence on the arc of said curve for the next 2 courses, a distance of 39.27 feet said arc being subtended by a chord which bears N 62°40'59" W, a distance of 35.36 feet to the curves end; thence N 17°40'59" W, a distance of 75.00 feet to the Point of Beginning. Said Tract contains 2.04 acres.


Wildlight Platted
Property Ready for Conveyance
East Nassau Stewardship District
WL-4-REC/OS Tract 1
WL-4-LandscapeTract8
WL-4-Pond Tract 4-5
WL-4-LandscapeTrac2b
WL-4-LandscapeTract1

WARRANTY AND RELEASE OF RESTRICTIONS ON THE EAST NASSAU STEWARDSHIP DISTRICT'S RIGHT TO USE AND RELY UPON DRAWINGS, PLANS, SPECIFICATIONS AND RELATED DOCUMENTS CREATED OR UNDERTAKEN IN CONNECTION WITH THE CONSTRUCTION OF CERTAIN INFRASTRUCTURE IMPROVEMENTS

THIS WARRANTY AND RELEASE is made the 10th day of January, 2024, by **A.J. JOHNS, INC.,** a Florida corporation, whose address is 3225 Anniston Road, Jacksonville, Florida 32246 ("**Professional**"), in favor of the **East Nassau Stewardship District** ("**District**"), which is a local unit of special-purpose government situated in Nassau County, Florida, and having offices located at c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

SECTION 1. DESCRIPTION OF SCOPE OF SERVICES. Professional has provided work product in connection with the construction/installation of certain infrastructure improvements for Wildlight LLC, a landowner within the District ("**Landowner**"). An outline of the scope of services provided by Professional is attached as **Exhibit A** ("**Work Product**").

SECTION 2. USE OF WORK PRODUCT. Professional acknowledges that the Landowner may in the future convey the Work Product to the District and for that purpose has requested Professional to confirm the release of all restrictions on the District's right to use and rely upon the Work Product.

SECTION 3. WARRANTY. Professional hereby expressly guarantees that the Work Product identified in **Exhibit A** is fit for purposes for which it is intended. This expressed warranty shall not serve to eliminate any responsibility of Professional for the Work Product under Florida Statutes or case law, or to exclude any implied warranties and responsibilities.

SECTION 4. RELEASES. Premised upon the District's agreement to make no revisions or modifications to the Work Product without prior written permission of Professional, Professional confirms the release of all restrictions upon the District's right to use and rely upon the Work Product for any and all purposes, including the purposes for which it is intended. Professional hereby affirmatively agrees that the Work Product identified in **Exhibit A** is free of all claims, security agreement, encumbrances or liens.

SECTION 5. CERTIFICATE OF PAYMENT. Professional hereby acknowledges that it has been fully compensated for its services and work related to completion of the Work Product. Professional further certifies that no outstanding requests for payment exist related to the Work Product identified in **Exhibit A** and that there is no disagreement as to the appropriateness of payment made for the Work Product. This document shall constitute a final waiver and release of lien for any payments due to Professional by Landowner and/or the District for the Work Product identified in **Exhibit A**.

[SIGNATURE PAGE TO FOLLOW]

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

A.J. JOHNS, INC.

WITNESSES

Chad Cockrell

Chad Cockrell
[print name]

Signature

Charles B. Laughlin
Print Name

Its: President

Todd A. Patrick
[print name]

EXHIBIT A

[IMPROVEMENTS – WILDLIGHT PDP 3, POD 4 NORTH (PORTION)]

As-builts for the following improvements constructed pursuant to that 10 00000037 [AGREEMENT] by and between Wildlight LLC and _____ [CONTRACTOR] dated 2/14, 2023[, as amended and supplemented]:

DESCRIPTION OF IMPROVEMENTS TO BE ACQUIRED:

STORMWATER POND: All ponds/stormwater management facilities together with master drainage pipes, structures, inlets, manholes, mitered end sections, headwalls, water control structures, catch-basins, publicly-owned pipes providing drainage, curb and gutter providing drainage for streets and right-of-ways, dry stormwater retention basins, if any, and related stormwater facilities and any and all plants, trees, timber, shrubbery, and other landscaping and irrigation improvements for such stormwater facilities, all in and for the development East Nassau – Wildlight PDP 3 / Pod 4 North, all located on portions of the real property described in the following legal description:

POND TRACT 4-5 AS SHOWN ON THE PLAT KNOWN AS EAST NASSAU – WILDLIGHT PDP 3 / POD 4 NORTH, RECORDED IN THE OFFICIAL RECORDS OF NASSAU COUNTY, FLORIDA AT OFFICIAL RECORDS BOOK 2539, PAGES 1789 THROUGH 179S, INCLUSIVE, AND ANY PLATTED EASEMENTS ASSOCIATED THEREWITH.

ALSO INCLUDING

RECREATION: Any and all recreational and/or community amenity improvements including playground and fitness structures and related facilities in and for the development East Nassau – Wildlight PDP 3 / Pod 4 North, all located on portions of the real property described in the following legal description:

RECREATION AND/OR COMMUNITY AMENITY TRACT 1 AS SHOWN ON THE PLAT KNOWN AS EAST NASSAU – WILDLIGHT PDP 3 / POD 4 NORTH, RECORDED IN THE OFFICIAL RECORDS OF NASSAU COUNTY, FLORIDA AT OFFICIAL RECORDS BOOK 2539, PAGES 1789 THROUGH 1795, INCLUSIVE.

ALSO INCLUDING

LANDSCAPE TRACTS: All multi-use trail system infrastructure improvements, site furnishings, any and all hardscape features, plants, trees, timber, shrubbery, and other landscaping, and associated lighting and all irrigation systems, including but not limited to wells, pumps, lines, spray heads, and related system components constructed in and for the development of East Nassau – Wildlight PDP 3 / Pod 4 North, all located on portions of the real property described in the following legal description:

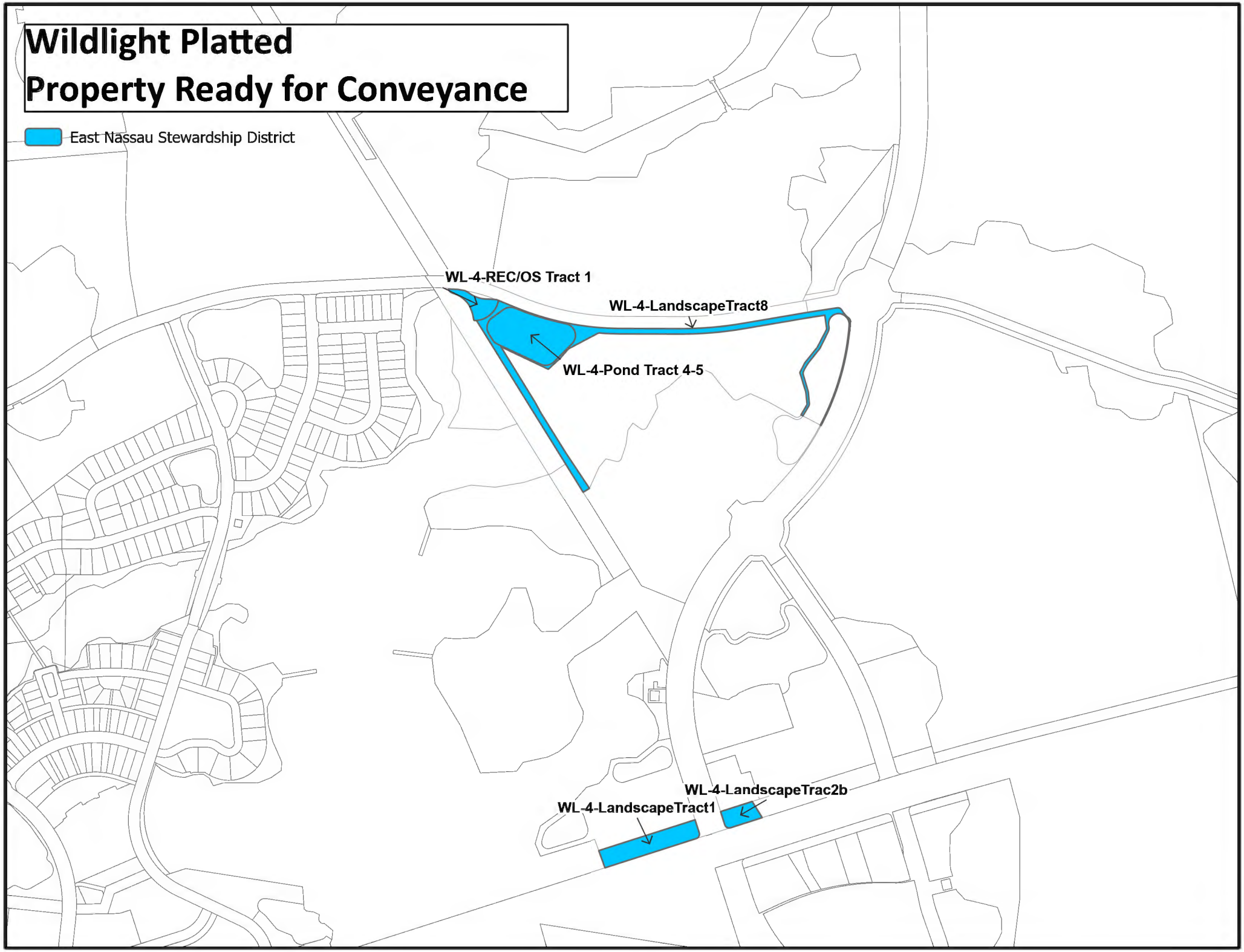
LANDSCAPE TRACTS 1 AND 8 AS SHOWN ON THE PLAT KNOWN A5 EAST NASSAU –

WILDLIGHT PDP 3 / POD 4 NORTH, RECORDED IN THE OFFICIAL RECORDS OF NASSAU COUNTY, FLORIDA AT OFFICIAL RECORDS BOOK 2539, PAGES 1789 THROUGH 1795, INCLUSIVE.

TOGETHER WITH

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Wildlight Platted
Property Ready for Conveyance
East Nassau Stewardship District
WL-4-REC/OS Tract 1
WL-4-LandscapeTract8
WL-4-Pond Tract 4-5
WL-4-LandscapeTrac2b
WL-4-LandscapeTract1

ACKNOWLEDGMENT OF ACQUISITION OF CERTAIN INFRASTRUCTURE IMPROVEMENTS AND THE RIGHT TO RELY UPON ANY WARRANTIES AND CONTRACT TERMS FOR THE CONSTRUCTION OF SAME

THIS ACQUISITION AND WARRANTY ACKNOWLEDGMENT is made the 10th day of January, 2024, by **A.J. JOHNS, INC.**, a Florida corporation, having offices located at 3225 Anniston Road, Jacksonville, Florida 32246 ("**Contractor**"), in favor of the **East Nassau Stewardship District**("**District**"), which is a local unit of special-purpose government situated in Nassau County, Florida, and having offices located c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

SECTION 1. DESCRIPTION OF CONTRACTOR'S SERVICES. Contractor has provided construction services as general contractor in connection with the construction of certain infrastructure improvements (the "**Improvements**"), identified in **Exhibit A**, for Wildlight LLC, a Delaware limited liability company, a developer of lands within the District (the "**Developer**"). A copy of the contract for the construction of said Improvements is attached as **Exhibit B** ("**Construction Contract**").

SECTION 2. ACQUISITION OF IMPROVEMENTS. Contractor acknowledges that the District is or has acquired the Improvements, constructed by Contractor in connection with the Construction Contract attached as **Exhibit A,** from Developer, and thereby securing the unrestricted right to rely upon the terms of the Construction Contract for same.

SECTION 3. WARRANTY. Contractor hereby expressly acknowledges the District's right to enforce the terms of the Construction Contract, including any warranties provided therein and to rely upon and enforce any other warranties provided under Florida law.

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

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

SECTION 6. EFFECTIVE DATE. This Acquisition and Warranty Acknowledgement shall take effect upon execution.

ATTEST

Chad Cockrell
[print name]

Todd A. Patrick
[print name]

A.J. JOHNS, INC., a Florida corporation

By: Charles B. Laughlin
Its: President

EXHIBIT A

STORMWATER POND: All ponds/stormwater management facilities together with master drainage pipes, structures, inlets, manholes, mitered end sections, headwalls, water control structures, catch-basins, publicly-owned pipes providing drainage, curb and gutter providing drainage for streets and right-of-ways, dry stormwater retention basins, if any, and related stormwater facilities and any and all plants, trees, timber, shrubbery, and other landscaping and irrigation improvements for such stormwater facilities, all in and for the development East Nassau – Wildlight PDP 3 / Pod 4 North, all located on portions of the real property described in the following legal description:

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LANDSCAPE TRACTS: All multi-use trail system infrastructure improvements, site furnishings, any and all hardscape features, plants, trees, timber, shrubbery, and other landscaping, and associated lighting and all irrigation systems, including but not limited to wells, pumps, lines, spray heads, and related system components constructed in and for the development of East Nassau – Wildlight PDP 3 / Pod 4 North, all located on portions of the real property described in the following legal description:

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EXHIBIT B

CONSTRUCTION AGREEMENT
FIXED FEE

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7 CONTRACT TIME 3
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CONSTRUCTION AGREEMENT
FIXED FEE

PROJECT NAME: SR 200 Trail; **PROJECT NUMBER:** PO000000037 ("Project")

THIS CONSTRUCTION AGREEMENT ("Agreement") is made and entered into this 14th day of February, 2023 by and between the Parties identified as Owner and Contractor in the **"Key Business Terms,"** attached to the Agreement as **Exhibit "A"** and incorporated herein by reference. The Project is located at the Site and Property identified in the Key Business Terms.

NOW, THEREFORE, Owner and Contractor, for the premises, the consideration set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. ENTIRE AGREEMENT

1.1 This Agreement evidences the entire, integrated agreement between Owner and Contractor with respect to the Work herein. This Agreement supersedes all prior and contemporaneous written and oral agreements, statements, representations, promises, inducements, and understandings of any type or nature between the Parties. In no event will the Parties be bound by or be liable to each other for any such agreements, statements, representations, promises, inducements, or understandings of any type or nature, except as may be expressly set forth herein. Contractor may accept this Agreement by signing on the signature page or by commencing performance of any of its obligations herein, whichever occurs first.

1.2 **NO CHANGES TO THE WORK, AMENDMENTS OR MODIFICATIONS OF THIS AGREEMENT SHALL BE VALID OR ENFORCEABLE FOR ANY PURPOSE, UNLESS AND UNTIL SUCH CHANGES TO THE WOK, AMENDMENTS, OR MODIFICATIONS ARE SET FORTH IN A WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF OWNER. NO PERSON ACTING FOR OR ON BEHALF OF OWNER WILL HAVE AUTHORITY TO BIND OWNER OR TO OTHERWISE WAIVE OR MODIFY THE REQUIREMENT HEREIN THAT ALL CHANGES TO THE WORK, AMENDMENTS, AND MODIFICATIONS TO THIS AGREEMENT MUST BE IN WRITING AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF OWNER.**

1.3 Before signing this Agreement, and on an annual basis thereafter, Contractor will provide Owner with a copy of the following documents:

a. Evidence that Contractor's business and all applicable contractor, trade, and professional licenses for the State in which the Project is located are effective and in good standing;
b. Evidence that Contractor has sufficient financial resources available to meet its unperformed obligations under the Contract Documents, including but not limited to Contractor's most current financial statement certified by either Contractor's CFO or a licensed CPA in the State where the Project is located;
c. Contractor's list of pending and completed projects; and
d. Contractor's certificate of insurance evidencing that all required insurance remains in place;

2. THE WORK

2.1 Contractor shall fully perform and complete all Work required by the Contract Documents enumerated in Article 3 within the Contract Time. The "Work" consists of the totality of Contractor's obligations under the Contract Documents, including, without limitation, Contractor's obligation to procure, furnish, install, fabricate, or otherwise provide all labor, supervision, services, materials, equipment, supplies, tools, and plant necessary to fully perform, complete, and make operational all the construction indicated in or reasonably inferred by the Contract Documents.

2.2 Contractor warrants and represents to Owner that, in executing this Agreement and undertaking the Work:

2.2.1 Contractor has not relied upon any oral inducement or representation by Owner, Design Professional, or any of their employees, officers, consultants, representatives, or agents as to the scope, nature, character, magnitude, or condition of the Work, Project, or Property; and

2.2.2 Contractor has brought to Owner's and Design Professional's attention in writing all known errors, omissions, ambiguities, and discrepancies in the Contract Documents, and that such errors, omissions, ambiguities, and discrepancies in the Contract Documents have been clarified to Contractor's satisfaction, such that the Contract Documents contain all items necessary for the proper execution and completion of the Work by the Contractor within the Contract Time.

3 THE CONTRACT DOCUMENTS

3.1 The Contract Documents consist of:

3.1.1 Amendments to the Agreement signed by authorized representatives of the Parties contemporaneous with or after they sign the Agreement;

3.1.2 Change Orders signed by authorized representatives of the Parties contemporaneous with or after they sign the Agreement;

3.1.3 Exhibit A - the Key Business Terms;

3.1.4 The Agreement, including the following documents, which are incorporated herein by reference

Exhibit "B" - the Property Description

Exhibit "C" – the Plans and Specifications List

Exhibit "D" - Contractor's insurance requirements

Exhibit "E" - Contractor's unit prices, pricing index, and allowances (as applicable)

Exhibit "F" - Construction Schedule

Exhibit "G" - Contractor's Scope of Work (as applicable)

Exhibit "H" - Schedule of Values

3.1.5 The Plans and Specifications identified in the Plans and Specifications List.

3.1.6 Other Contract Documents, if any, identified in Section 3.1.6 of the Key Business Terms

3.2 In the event of an inconsistency, conflict or ambiguity between the various Contract Documents, the Contract Documents will govern in the order listed above

3.3 In the event of any inconsistency, conflict or ambiguity within a particular Contract Document or between the Plans and Specifications, the choice that has the highest cost, best quality, greatest quantity, or most complete performance, as determined by Owner, within will govern.

3.4 Contractor will use and complete the following forms attached to the Agreement as exhibits:

Exhibit "I" - Contractor's signed Internal Revenue Service Form W-9

Exhibit "J" - Application for Payment form

Exhibit "K" - Unconditional Waiver and Release of Lien form

Exhibit "L" - Waiver and Release upon Progress Payment form

Exhibit "M" - Contractor's Progress Payment Affidavit

Exhibit "N" - Waiver and Release of Lien upon Final Payment form

Exhibit "O" - Contractor's final affidavit form

Exhibit "P" – Change Order form

Exhibit "Q" – Field Directive form

3.5 The Contract Documents are complementary. Work required by one Contract Document is required by all Contract Documents. The Work also includes items not expressly shown in the Contract Documents, but routinely provided by experienced contractors performing work of the same general scope, magnitude, and quality as the Work required to achieve the construction results indicated in the Contract Documents.

4 [INTENTIONALLY OMITTED]

5 CONTRACT PRICE

5.1 Owner will pay Contractor the amount set forth in Section 5.1 of the "**Key Business Terms**" (the "Contract Price"). In no event will Owner be obligated to pay Contractor for any amount exceeding the Contract Price, except as the Contract Price may be adjusted in strict conformance with Section 23 of this Agreement.

6 PAYMENT AND PERFORMANCE BONDS

6.1 If required by Section 6.1 of the **Key Business Terms**, Contractor will provide Owner with performance and payment bonds (the "Bonds") with penal sums equal to the Contract Price with the signing of the Agreement on forms acceptable to Owner. The Bonds will be signed by Contractor, as principal, and a reputable commercial surety, as surety. The surety will be licensed by the Insurance Commissioner for the State of Florida, and it will have an A.M. Best Rating of not less than "A-". In no event will Owner be responsible for directly or indirectly reimbursing Contractor for subcontractor default, or SubGuard insurance, if a Contractor performance bond is provided.

6.2 The Bonds will expressly waive notice to the surety of all Changes to the Work; provided, however, Contractor will obtain the surety's written consent to each Change to the Work if and when the net aggregate value of all Changes to the Work equals or exceeds twenty percent (20%) more than the original Contract Price. Contractor's pricing of Changes to the Work may include a separate markup for the Bonds equal to the actual premium that Contractor pays to increase the penal sum for such Bonds to account for Changes to the Work, less any discounts or rebates available to Contractor, regardless of when such discounts or rebates are issued.

6.3 The performance Bond will incorporate the terms and conditions of the Contract Documents and guarantee to Owner and any duel obligee(s) identified by Owner, the full and timely performance of all of Contractor's obligations under the Contract Documents, including without limitation, Contractor's warranty obligations and Contractor's obligations with respect to liquidated and actual delay damages. The performance Bond will remain in full force and effect through the applicable statute of limitations period.

6.4 The payment Bond will be unconditional and comply with the requirements of Fla. Stat. §713.23 to exempt the Property from all claims of lien and liens recorded by potential lienors contracting directly or indirectly with or through Contractor. In no event will a conditional payment bond be acceptable. Contractor will furnish a true copy of the payment bond to any subcontractor, supplier, or vendor of any tier who requests a copy of the payment bond from Contactor or the Surety.

7 CONTRACT TIME

7.1 **TIME IS OF THE ESSENCE AS TO CONTRACTOR'S OBLIGATIONS UNDER THIS AGREEMENT.** All time is based upon calendar days, unless expressly indicated otherwise.

7.2 **Notice of Commencement**: If a Notice of Commencement is required by Section 7.2 of the **Key Business Terms**, then no more than ninety (90) days before Contractor physically commences Work at the Site, Contractor, as Owner's authorized agent for purposes of carrying out the obligations herein, will file in the public records for the County where the Project is located a Notice of Commencement that conforms in all respects with the requirements of Fla. Stat. Code § 713.13 and provides an expiration date no earlier than ninety (90) days after the Substantial Completion Date.

7.2.1 In the event that a payment bond is required by Section 6.1 of the **Key Business Terms**, the Notice of Commencement will attach a true and correct copy of such payment bond.

7.2.2 Within two business days of filing the Notice of Commencement, Contractor will deliver to Owner a true and correct copy of the Notice of Commencement stamped by the clerk of the court's office as "filed."

7.2.3 Contractor will post either a certified copy of the Notice of Commencement or a notarized statement that the Notice of Commencement has been filed for recording along with a copy thereof in a conspicuous location at the Site.

7.2.4 In the event that Owner terminates this Agreement for cause, or Contractor abandons the Work, the surety will be responsible for re-filing the Notice of Commencement and meeting the requirements of this Section 7.2 before recommencing performance of the Work.

7.3 **Commencement of Work:** The Contractor shall commence the Work within ten (10) calendar days after the Commencement Date set forth in Section 7.3 of the **Key Business Terms**. In no event will Contractor commence Work before the Commencement Date.

7.4 **Milestones:** The Contractor will achieve the milestones no later than the applicable dates or times indicated in Section 7.4 of the **Key Business Terms**, as may be adjusted only in strict conformance with the Article 23 of the Agreement.

7.5 **Contract Time:** The Contractor will achieve Substantial Completion (as hereinafter defined) of the entire Work no later than the expiration of the Contract Time set forth in Section 7.5 of the **Key Business Terms**, as may be adjusted only in strict conformance with the Article 23 of the Agreement.

7.6 **Final Completion Date**: The Contractor will achieve Final Completion (as hereinafter defined) of the Work within the time required by the Certificate of Substantial Completion of the entire Work (the "Final Completion Date"), unless Contractor requests and Owner grants, in its sole discretion, a time extension to the Final Completion Date for good cause shown.

8 PERMITS AND LICENSES

8.1 Owner will procure and pay for all performance, maintenance, and warranty bonds, if any, required by the municipality or County in which the Project is located, or by any other public entities with jurisdiction over the Project, or any public or private utilities. Contractor will cooperate with and assist Owner by providing all the information, certificates, acknowledgements, notices, and materials (including without limitation as-built drawings and inspection reports and certifications) required by Owner to prepare and submit the bond applications and to subsequently obtain a discharge of such bonds.

8.2 Contractor will procure and pay for all building, ground-breaking, demolition, street closing, and other similar permits, certificates, and approvals related to the Work that are commonly procured by contractors in the general vicinity of the Project.

8.3 Contractor represents and warrants that it and all of its subcontractors are authorized, qualified, and, to the extent required by the Applicable Laws (as defined below), licensed and in good standing to perform the Work in accordance with all applicable requirements of all federal, state, and local governmental entities, agencies, and utilities having jurisdictions over this Project.

9 MATERIALLY DIFFERING SITE CONDITIONS

9.1 Contractor acknowledges that it either visited the Site or that it had a reasonable opportunity to visit the Site, for the purpose of conducting a reasonable inspection of the physical conditions of Site before entering into this Agreement. Contractor further acknowledges that it either carefully reviewed or that it had a reasonable opportunity to carefully review the geotechnical report for the Site, if any, and all other information provided to or available to Contractor in relation the Site. Contractor's failure to acquaint itself with all reasonably discoverable physical conditions of the Site will not relieve it from the responsibility for properly estimating either the difficulties or the costs of successfully performing its obligations under this Agreement based upon

those conditions that would have been discovered upon a reasonable inspection of the Site and a careful review of all information provided to Contractor or available to Contractor.

9.2 Contractor will immediately stop all Work in the affected area in the event that Contractor encounters conditions in the performance of the Work that are unknown, undiscoverable upon a reasonable inspection, and subsurface, latent, or otherwise concealed physical conditions (1) which differ materially from those physical conditions affirmatively indicated in the Contract Documents, or (2) which are both unusual and differ materially from those physical conditions ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents. Contractor will provide written notice to Owner within two (2) days of the first discovery of the conditions by Contractor or anyone for whom it is responsible, and in any event, before such conditions are disturbed from the conditions existing immediately after discovery. Contractor will not resume performing Work in the affected area, until Owner investigates the conditions and directs Contractor in writing to resume Work in the affected areas. Owner will, as promptly as practicable, investigate such conditions. Owner will issue a Change Order to adjust the Contract Price or Contract Time accordingly if it determines that such conditions are materially different site conditions under this Section to the extent that such conditions cannot be avoided or mitigated and will cause Contractor to incur an increase or decrease in the direct Cost of the Work or the Contract Time or both. In no other event will Owner be liable to Contractor for an adjustment to either the Contract Price or the Contract Time based upon physical conditions of the Site. Contractor waives any Claim that it could otherwise make for an increase to the Contract Price or Contract Time or both due to Contractor's failure to strictly comply with this Article 9 or due to Contractor's failure to identify conditions pursuant to Section 9.1, which are a basis for the request for an adjustment to the Contract Price or Contact Time or both.

10 CONFIDENTIALITY

10.1 Contractor acknowledges that all data, plans, processes, methods, techniques and other information or materials furnished or made available to Contractor by Owner, are owned, as between Owner and Contractor, exclusively by Owner. Contractor further acknowledges and agrees that any such information or materials which are not available to the public at large (collectively, "Confidential Information") shall for all purposes be regarded by Contractor and its subcontractors, suppliers, and vendors, and the employees, agents, and representatives of any of them, as strictly confidential. The existence of this Agreement and Owner's retention of Contractor will also constitute Confidential Information. Confidential Information may be disclosed in documentary or other tangible form, electronically, orally or by visual inspection. Except as required in the performance of the Work, neither Contractor nor any of its subcontractors, suppliers, or vendors, or the employees, agents or representatives of any of them, will redistribute, market, publish, disclose or divulge to any other person, firm or corporation, or use or modify for use, directly or indirectly in any way for anyone, any such Confidential Information, without the express prior written consent of Owner.

10.2 Contractor's obligations under this Section 10 with regard to Confidential Information shall be in effect at all times during the performance of the Work and shall continue: (i) with regard to each item of Confidential Information which constitutes a trade secret under the Applicable Laws, for such time as such item shall continue to constitute a trade secret under the Applicable Laws; and (ii) with regard to each item of Confidential Information other than trade secrets, for a period of three (3) years following return of such item to Owner.

10.3 Information shall not constitute Confidential Information which (i) was known to Contractor prior to the date of disclosure by Owner as evidenced by Contractor's written records; (ii) is in or becomes in the public domain by reason other than a breach of this Covenant; or (iii) legally comes into Contractor's possession without an obligation of confidentiality through channels independent of Contractor.

10.4 The terms and covenants of this Section 10 will survive expiration or termination of this Agreement. Upon such expiration or termination, Contractor agrees to immediately return to Owner any and all tangible or written expressions of all Confidential Information or proprietary information of Owner in the possession of Contractor or any of its employees or agents.

11 NO PROMOTION

11.1 Contractor shall acquire no right under this Agreement to use, and shall not use, the name, logo, or any mark of Owner, or those of Owner's parent, affiliates, divisions and subsidiaries, any division or project of Owner, in any of Contractor's advertising, publicity, or promotion to express or imply any endorsement by Owner of Contractor's Work or in any other manner whatsoever without Owner's prior written consent, which may be withheld in Owner's sole discretion. Contractor will not use photographs or depictions of the Project or any other portions of Owner's development for advertising or promotional purposes, and Contractor will not advertise or promote itself as being involved in the Project without Owner's prior written permission in Owner's sole discretion.

12 SUBSTANTIAL COMPLETION

12.1 Unless provided for otherwise in Section 12.1 of **the Key Business Terms**, Contractor will achieve substantial completion of the entire Work ("Substantial Completion") when the work is complete except for minor punch list items and available for Owner's beneficial occupancy and use for its intended purpose.

12.2 To the extent necessary for the scope of Work required by this Agreement, in no event will Substantial Completion occur until all applicable governmental agencies having jurisdiction over the Work have issued either an unconditional Certificate of Completion or unconditional Certificate of Occupancy with respect to the Work or the equivalent, including landscaping and common areas (as applicable), unless withheld due solely to causes beyond the control or fault of Contractor. Notwithstanding anything to the contrary contained herein, Contractor shall be responsible for obtaining the unconditional Certificate of Completion or unconditional Certificate of Occupancy or the equivalent (whichever is applicable) with respect to the Work, unless withheld due solely to causes beyond the control or fault of Contractor. Owner shall comply with all of its obligations required by the issuing authority in order to enable the Contractor to obtain such Certificate(s).

13 LIQUIDATED DAMAGES

13.1 Contractor acknowledges that Owner will be severely damaged in the event that Contractor fails to achieve Substantial Completion within the Contract Time. Owner's damages may include, without limitation, lost revenues, profits, rent, and income, and additional and extended costs for contract administration, financing, insurance, rental, storage, and relocation. Contractor will be liable to Owner for Liquidated Damages if applicable to this Agreement, as indicated in Section 13.1 of the **Key Business Terms**. Such liquidated damages are intended to compensate Owner for its losses as a result of Contractor's failure to achieve timely Substantial Completion, which are difficult to calculate at the time of this Agreement, and Contractor agrees that these liquidated damages are not a penalty.

14 ACCEPTANCE OF WORK

14.1 Contractor will schedule all final inspections required by governing authorities with jurisdiction and utilities.

14.2 Contractor will prepare a proposed detailed punchlist identifying all Work known by Contractor or its subcontractors to be incomplete, defective, or non-conforming, which Contractor will provide to Owner in both a physical and an electronic form with Contractor's written notice when Contractor considers the entire Work to have achieved Substantial Completion. Contractor will prepare and provide Owner with a similar proposed detailed punchlist and written notice if and to the extent that Owner agrees in writing, in its sole discretion, to accept Substantial Completion of a portion or a phase of the Work in advance of Substantial Completion of the entire Work.

14.3 Owner and Design Professional or a designated consultant, will inspect the Work after Contractor's completion of its obligations under Article 14.2, to determine if Contractor achieved Substantial Completion. Owner will notify Contractor of Owner's determination as follows:

14.3.1 In the event Owner determines that Contractor has not achieved Substantial Completion, Owner's notice to Contractor will identify all incomplete, non-conforming, and defective Work that

precludes Substantial Completion. Contractor will promptly complete and correct all such Work before providing a renewed notice under this section.

14.3.2 In the event Owner determines that Contractor achieved Substantial Completion, Owner's notice will either approve Contractor's proposed punchlist or include a revised comprehensive punchlist, which will include all Work known at that time by Contractor and its subcontractors, Owner, and Design Professional to be incomplete, defective, or non-conforming (the "Punchlist").

14.4 Contractor will employ a dedicated punchlist crew, whose sole responsibility will be to promptly and diligently commence and complete and correct all items on the Punchlist. Failure to include an item on the Punchlist will not alter Contractor's responsibility to promptly and diligently complete and correct all Work so that it conforms to the Contract Documents, nor preclude Contractor, Owner, Design Professional, or any person designated by Owner from supplementing the Punchlist any time before Final Completion.

14.5 All workmanship and materials provided by Contractor shall be subject to the approval of the Owner, the Design Professional, and the governmental agencies and utilities that are responsible for inspecting and/or accepting the Work. In no event will Owner's approval of the Work be considered acceptance of any incomplete, defective, or non-conforming Work that is not expressly identified with particularity and accepted by Owner in a written Change Order signed by an authorized representative of Owner.

14.6 Contractor will notify Owner in writing when Contractor has completed all items on the Punchlist. Owner and Design Professional or a designated consultant, will inspect the Work thereafter to determine if Contractor achieved Final Completion. Owner will notify Contractor of Owner's determination. In the event Owner determines that Contractor has not achieved Final Completion, Owner's notice to Contractor will identify all items on the Punchlist that preclude Final Completion. Contractor will promptly complete and correct all such items before providing a renewed notice under this section.

15 EXTENSION OF TIME

15.1 Contractor may be entitled to an extension of the Contract Time in the event of delay to the planned critical path activities on the then most current update to the Construction Schedule due solely to Owner ordered Changes to the Work; Owner ordered Suspension; any acts or omissions of Owner or Design Professional, or any employee, consultant, representative, or agent of any of them; a Force Majeure Event (as defined in Section 15.5); an Abnormal Adverse Weather Conditions (as defined in Section 15.4); a Differing Site Condition; or other causes that are beyond the control and without the fault or negligence of Contractor or any of its subcontractors, suppliers, or vendors of any tier, or any of the employees, consultants, representatives, or agents of any of them.

15.2 Contractor will only be entitled to a time extension under Section 15.1 if and to the extent that it provides Owner with written notice of the existence of the delay and written submission of the following information within the time periods set forth in Sections 15.3 or 15.4, as applicable:

15.2.1 Nature of the delay

15.2.2 Cause of the delay;

15.2.3 Date that the delay first started;

15.2.4 Actual or estimated length of the delay;

15.2.5 A copy of the most current update to the Construction Schedule that immediately preceded the start of the delay;

15.2.6 Identification of the specific critical path activities on the then current update to the Construction Schedule impacted by the delay; and

15.2.7 Recommended actions to avoid or minimize the effects of the delay.

Contractor acknowledges that Owner will be prejudiced by Contractor's failure to provide both the written notice and the written submission of such information within the time periods set forth above. Contractor's failure to provide such written notice and information within the times indicated will waive any claim that Contractor could otherwise make for a time extension due to such delay.

15.3 Other than a claim for a time extension due to an Abnormal Adverse Weather Condition, Contractor will provide Owner with (1) written notice of the existence of the delay within seventy-two (72) hours after the start of the delay, and (2) written submission of the information required by Section 15.2 within seven (7) days after the start of the delay.

15.4 An Abnormal Adverse Weather Condition occurs when the adverse weather conditions actually occurring at the Site for a particular calendar month are more severe than the adverse weather conditions that occurred at the National Oceanic and Atmospheric Administration's weather reporting station closest to the Site for the same calendar month during the previous ten (10) year period ("Abnormal Adverse Weather Condition"). To make a claim for a time extension due to Abnormal Adverse Weather Conditions, Contractor must provide Owner with (1) written notice of such claim within three (3) days of the date that the adverse weather conditions became abnormal, and (2) written submission of the information required by Section 15.2, along with (i) Contractor's daily reports documenting the actual weather conditions at the Site and (ii) the weather records of the National Oceanic and Atmospheric Administration's weather reporting station closest to the Site for the same calendar month during the previous ten (10) year period, within seven (7) days after the end of the month during which the Abnormal Adverse Weather Conditions occurred. Adverse weather conditions which do not meet the criteria set forth herein will not be cause for a time extension.

15.5 A force majeure event occurs when there is a delay to the planned critical path activities on the then most current update to the Construction Schedule due solely to fire, flood, landslide, sinkhole, hurricane, tornado or other unanticipated act of God, malicious mischief, theft, strike or lockout (other than by workers on this Project), national or regional shortages of material, or war, injunction, unusual delays in approval by a governing authority with jurisdiction, or other unanticipated act of Governmental; provided Contractor and its subcontractors, suppliers, and vendors of any tier, and the employees, consultants, representatives, agents of any of them, did not cause or contribute to such event, and Contractor and its subcontractors, suppliers, and vendors of any tier, and the employees, consultants, representatives, agents of any of them use best efforts to timely avoid or mitigate the effects of such event ("Force Majeure Event").

15.6 **CONTRACTOR WILL NOT BE ENTITLED TO AN INCREASE IN THE CONTRACT PRICE OR ANY ADDITIONAL COMPENSATION FROM OWNER AND HEREBY WAIVES ANY CLAIM DUE TO DELAY FROM ANY CAUSE WHATSOEVER, OTHER THAN A DELAY CAUSED SOLELY BY AN OWNER ORDERED CHANGE TO THE WORK OR OWNER ORDERED SUSPENSION OF THE WORK FOR REASONS NOT WHOLLY OR PARTLY ATTRIBUTABLE TO CONTRACTOR, INCLUDING WITHOUT LIMITATION ADDITIONAL COMPENSATION DUE TO ADDITIONAL DIRECT COSTS, EXTENDED OR ADDITIONAL GENERAL CONDITIONS COSTS, LOST PROFITS, SITE OFFICE OVERHEAD AND EXPENSES, HOME OFFICE OVERHEAD AND EXPENSES, AND ANY OTHER ECONOMIC LOSS THAT CONTRACTOR MAY INCUR BY REASON OF SUCH DELAY. CONTRACTOR'S RIGHT TO A TIME EXTENSION WILL BE CONTRACTOR'S SOLE REMEDY IN THE EVENT OF A DELAY, OTHER THAN A DELAY DUE SOLELY TO AN OWNER ORDERED CHANGE TO THE WORK OR AN OWNER DIRECTED SUSPENSION OF THE WORK.**

16 APPLICATION FOR PAYMENTS AND PROCEDURES

16.1 Before signing the Agreement

16.1.1 Contractor prepared the "**Schedule of Values**" attached to this Agreement as **Exhibit "H"** (the "Schedule of Values"), which Contractor represents to Owner is a true and accurate accounting of the Cost of the Work broken down to discrete work activities for each discrete trade. Upon Owner's written request, Contractor will provide Owner with documents substantiating the accuracy of the Schedule of Values.

16.2 Owner may use the Draw Schedule and the Schedule of Values as a basis for reviewing and paying Contractor's Applications for Payment of a progress or final payment; provided, however, in no event will Owner be obligated to pay Contractor more than the Contract Price as may be adjusted.

16.3 On a monthly basis, Contractor may submit an "**Application for Payment**" to Owner for a progress payment in the form attached hereto as **Exhibit "I"** (the "Application for Payment"), along with all other information and documents required by Section 16.6 or otherwise requested by Owner to substantiate Contractor's right to a progress payment, on or before the twenty-fifth (25th) day of the calendar month (the "Application Date") for Work properly completed during the one month period commencing on the first (1st) day of the month and reasonably estimated to be complete by the last day of the month.

16.3.1 Upon Owner's prior written approval, which shall be in Owner's sole and exclusive discretion, Contractor may also submit, as part of an Application for Payment and along with proper substantiation, for a progress payment for materials properly stored during the period described in Sec. 16.3.

16.3.1.1 Owner's approval of Contractor's billing for materials stored will not continue from the one-month period in which the approval is given into the next such period, and Contractor is required to obtain Owner's written approval for each Application for Payment.

16.4 Contractor's submission of each Application for Payment to Owner for a progress or final payment is a representation by Contractor to Owner that all Work indicated therein is complete and in conformance with the Contract Documents.

16.5 Contractor will calculate the progress payment requested in each Application for Payment, as follows:

16.5.1 The current value of the Work, which will equal the lowest value of Work properly completed and in place and, if Owner has provided written approval, materials properly stored based upon:

16.5.1.1 The percentage and value of materials properly stored and Work properly completed and in place based upon the Schedule of Values;

16.5.1.2 The projected percentage and projected value of materials properly stored and Work properly completed and in place based upon the Draw Schedule;

16.5.1.3 The value of materials properly stored and Work properly completed and in place based upon actual Cost of the Work incurred by Contractor through the last date of the month, which Contractor has either paid or intends in good faith to pay upon receipt of Payment from Owner, along with copies of invoices, pay requests, and vouchers from subcontractors, suppliers, and vendors to substantiate the Cost of the Work incurred that pay period;

16.5.2 Less retainage on the current value of the Work

16.5.3 Less the amount Owner has paid Contractor through the Application Date, plus any anticipated payments from Owner to Contractor through the last date of the month;

16.6 Owner's obligation to review and process each Application for Payment of a progress payment is subject to Contractor providing the following documents, which are absolute conditions precedent to Owner's obligation to make such progress payment to Contractor:

16.6.1 A notarized "**Waiver and Release of Lien Upon Progress Payment**" signed by Contractor in the form attached hereto as **Exhibit "L"**;

16.6.2 A notarized "**Unconditional Waiver and Release of Lien**" in the form attached hereto as **Exhibit "K"**, signed by each first -tier and, if directed by Owner, lower tier subcontractor, supplier, and vendor whose portion of the Work was included and paid in the previous Application for Payment;

16.6.3 Contractor's signed and notarized "**Progress Payment Affidavit**" in the from attached hereto as **Exhibit "M"**, setting forth all outstanding and unpaid bills for Work or materials which have been incurred on the Project to date;

16.6.4 Contractor's updated Construction Schedule; and

16.6.5 Such other evidence of performance of the Work, the costs thereof and the payment therefore as Owner may deem necessary or desirable, all in a form and content acceptable to Owner.

16.7 Owner's payment of any Application for Payment for a progress or final payment shall not constitute acceptance of defective, non-conforming, or incomplete Work.

16.8 Contractor's failure to properly prepare and support an Application for Payment for a progress or final payment, including requesting payment for Work not performed or failure to include all the information and documents required by Owner, may result in Owner returning the Application for Payment to Contractor without review for Contractor's correction and resubmission to Owner.

17 PROGRESS PAYMENTS

17.1 Owner will review and notify Contractor within fifteen (15) days of the date that Owner receives a properly prepared Application for Payment, and all information and documents required by Section 16, whether the payment requested is approved or rejected, in whole or in part. Owner's notice will indicate the amount and basis for rejecting all or any part of the Application for Payment.

17.2 Owner will pay to Contractor an amount equal to ninety percent (90%) of the net amount approved, after deducting any sums withheld by Owner under Section 18 of the Agreement or otherwise due Owner as a credit, backcharge, or set-off, within thirty (30) days of Owner's receipt of each properly prepared and supported Application for Payment. The remaining ten percent (10%) constitutes "Retainage."

17.2.1 Upon Contractor's request, Owner may, at its sole discretion, release a portion of the retainage to Contractor to be paid to one or more identified subcontractors who fully and properly complete their portion of the Work before the overall progress of the Work is fifty (50%) percent complete.

17.2.2 The remaining retainage will be released to Contractor when at Final Completion.

17.3 Owner may, at its sole and absolute discretion, and without obligation, make joint or direct payments to subcontractors, suppliers, vendors, and workers, of any tier, for labor, materials, equipment, and services provided in connection with the Work, in which event such payments will be credited against the Contract Price and deducted from the Contract Price.

17.4 The provisions of this Article and Article 18 are in lieu of any provisions of Florida's Prompt Payment Act, Fla. Stat. §§ 713.346(2) and 715.12.

18 WITHHOLDING PAYMENT TO CONTRACTOR

18.1 Owner may withhold its approval of an Application for Payment of a progress or final payment, or withdraw an approval previously given, in whole or in part, if and to the extent that Owner determines, in its sole and absolute discretion, that such action is prudent to protect Owner from loss or damage due to:

18.1.1 Failure of the Contractor to carry out the Work in conformance with the Contract Documents;

18.1.2 Defective Work not remedied;

18.1.3 Claims filed or reasonable evidence indicating the probable filing of such claims;

18.1.4 Failure or alleged failure of Contractor to pay subcontractors, suppliers, vendors, or others of any tier, providing labor, materials, equipment, or services in relation to the Work, in accordance with their agreements with Contractor;

18.1.5 Failure of Contractor to satisfy all conditions precedent to payment, including without limitation Contractor's failure to provide an updated Construction Schedule and required lien waivers and releases;

18.1.6 Reasonable evidence that the Work will not be completed within the Contract Price;

18.1.7 Damage to Owner or others, including without limitation, the Design Professional, a Separate Contractor, neighboring property owners, tenants, invitees, licensees, and trespassers;

18.1.8 Reasonable evidence that the Work will not be completed with the Contract Time;

18.1.9 Failure to transfer claims of lien from the Property;

18.1.10 Failure of Contractor to submit any information required by this Agreement.

18.2 In the event that Owner sustains any loss or damage as contemplated by Sec. 18.1 above, Owner will be entitled to setoff its costs attributable to any loss or damage against any sums that are otherwise owed Contractor under this or any other contract between Owner and Contractor.

18.3 Contractor shall not stop Work pending resolution of a dispute between Owner and Contractor.

19 FINAL PAYMENT

19.1 Upon achieving Final Completion, Contractor will submit an Application for Payment to Owner for final payment on the "**Application for Payment**" form attached to the Agreement as **Exhibit "J"**, along with all documents required by Section 19.2 or otherwise requested by Owner to substantiate Contractor's right to final payment.

19.2 Owner's obligation to review and process the Application for Payment of final payment is subject to Contractor providing the following documents, which are absolute conditions precedent to Owner's obligation to make such final payment to Contractor:

19.2.1 Contractor's final accounting signed by Contractor's CFO or a CPA;

19.2.2 Contractor's notarized waiver and release of lien upon final payment signed by Contractor on the "**Waiver and Release Upon Final Payment**" form attached to the Agreement as **Exhibit "N"**;

19.2.3 Notarized unconditional final waivers and releases of lien signed by all first tier, and, if directed by Owner, lower tier subcontractors, suppliers, and vendors on the "**Waiver and Release Upon Final Payment**" form attached to the Agreement as **Exhibit "N"**;

19.2.4 Contractor's certification to Owner that the Project has been fully completed in conformance with the Plans and Specifications

19.3 Owner will pay the unpaid balance of the Contract Price to Contractor within thirty (30) days after all of the following absolute conditions precedent to Owner's obligation to make final payment are satisfied:

19.3.1 Contractor achieves Substantial Completion of the Work as defined in Article 12;

19.3.2 Contractor completes all items on the Punchlist as provided for in Article 14;

19.3.3 Owner approves Contractor's Application for Final Payment;

19.3.4 Owner approves Contractor's final accounting:

19.3.5 Contractor assigns to Owner all subcontractor and manufacturer warranties not already issued in Owner's name;

19.3.6 Contractor makes final payment to all subcontractors, suppliers, vendors, and workers of any tier;

19.3.7 Contractor provides Owner with a notarized Contractor's final affidavit that complies in every respect with Fla. Stat. §713.06 on "**Contractor's Final Affidavit**" form attached to the Agreement as **Exhibit "O"**;

19.3.8 Completion of "As-Built" Plans showing the completed Project and the location of all easements and encroachments, if any, and showing all approved conditions, utility locations, certified by a licensed Florida land surveyor. Contractor shall furnish to Owner, as a Cost of the Work, four (4) sets of "As-Built" Plans, or an electronic copy, certified by Contractor to be true and correct and approved by the engineer or record and any applicable government agency.

19.4 Acceptance of the Work as achieving Final Completion will not constitute acceptance of any defective, incomplete, or non-conforming Work or improper materials or workmanship or waiver of any claim which Owner may have under the Contract Documents or under the Applicable Laws; unless expressly identified with particularity and acknowledged by Owner in a written Change Order signed by an authorized representative of Owner.

19.5 Owner may, in its sole and absolute discretion, agree to make Final Payment to Contractor before Contractor completes all items on the Punchlist, in which event Owner will have the right to withhold an amount equal to two hundred percent (200%) of the estimated cost to complete all incomplete, nonconforming, and defective Work, as determined by Owner.

20 AGREEMENT TO CORRECT DEFECTIVE WORK

20.1 In addition to any other warranty obligation owed to Owner by contract or law, Contractor will promptly and diligently upon its discovery or its receipt of Owner's notice, whichever occurs first, and, at Owner's option, correct, complete, or remove and replace (collectively, to "Remediate") all Work found to be defective, non-conforming, or incomplete (collectively, "Defects"), whether discovered before or after Substantial Completion. Contractor will commence to Remediate Defects identified by Owner as an emergency no more than twenty-four (24) hours after Contractor's discovery or Contractor's receipt of Owner's notice thereof. Contractor will commence to Remediate all other Defects no more than ten (10) days after Contractor's discovery or Contractor's receipt of Owner's notice thereof. Owner may, but shall not be required to, Remediate Defects at Contractor's cost in the event Contractor fails to commence and thereafter diligently continue to Remediate any Defect within the times indicated until fully Remediated. Owner may also, but shall not be required to, Remediate Defects at Contractor's cost, without prior notice to Contractor, in the event that Owner determines that a Defect poses an unreasonable risk of harm to person, property, or Owner's economic interests. Contractor shall immediately pay the expenses incurred by Owner to Remediate any Defects.

20.2 Contractor's corrective Work will conform in all respects with the Contract Documents. All costs related to the Remediation of Defects, including but not limited to the cost to uncover, remove, replace, and reinstall equipment and materials to gain access to the Defects or damaged during the Remediation Work will be borne by Contractor. Contractor's Surety will expressly guarantee full and timely performance of Contractor's warranty obligations herein.

20.3 Contractor's obligation to Remediate Defects will in no event establish a limitation period for Contractor's other obligations under the Contract Documents, including without limitation its obligation to perform the Work in conformance with the Contract Documents.

21 CHANGES TO THE WORK

21.1 Owner may, at any time, without invalidating this Agreement, and without notice to the Surety, if any, make changes within the general scope of the Work ("Change(s) to the Work"). To be effective, all Changes to the Work must be memorialized by a change order signed by Owner and Contractor ("Change Order") on the **"Change Order"** form attached hereto as **Exhibit "P"** and signed by an authorized representative of Owner.

21.2 Changes to the Work may be accomplished after the Parties sign this Agreement, by Amendment, Change Order, or Field Directive.

21.3 Contractor will make no Change(s) to the Work unless and until Owner authorizes Contractor to make such Change(s) to the Work by a written Change Order or Field Directive signed by Owner in accordance with, and in strict compliance with, the requirements of the Contract Documents. No person acting for or on behalf of Owner will have authority to modify or waive this requirement, which is an essential term of the Agreement.

21.4 Contractor will proceed promptly to perform all Changes to the Work upon receipt of either a Change Order or a Field Directive signed by Owner, unless provided for otherwise therein.

21.5 No claim that Owner has expressly or impliedly accepted alterations or additions to the Work, or that the Owner has been unjustly enriched by any alteration or addition to the Work, whether or not there is in fact any unjust enrichment, shall be the basis for any claim to an increase to the Contract Price or Contract Time or both.

21.6 In no event will Contractor be entitled to an adjustment of the Contract Price or Contract Time or both on the basis that a Change to the Work is necessitated by Contractor's failure to familiarize itself with the Applicable Laws or the practices of any governing authority with jurisdiction over the Project or the Work.

22 CHANGE REQUEST

22.1 Contractor shall, within seven (7) calendar days following receipt of a written change request or, if applicable, within the time set forth in a Field Directive from Owner, submit to Owner a written proposal for fully performing the proposed change to the Work ("Contractor's Proposal"). Contractor's Proposal will include all time and cost affects, if any, arising out of or relating to the proposed change to the Work.

22.2 Contractor's Proposal will set forth in detail Contractor's proposed net adjustment to the Contract Price, if any, to carry out the proposed changes to the Work. Unit prices in the Schedule of Values will be the basis for Contractor's Proposal unless Owner and Contractor agree otherwise in writing. If Owner and Contractor agree otherwise, Contractor will provide a cost estimate and backup documentation for the following cost categories:

22.2.1 Materials, quantities and unit prices, if applicable;

22.2.2 Labor man hours and wages by trade;

22.2.3 Equipment type and size and rental rate;

22.2.4 Subcontract cost with backup detail for such items.

22.3 Contractor's sole markup for all net additive Changes in the Work shall be limited to the markups identified in Section 22.3 of the **Key Business Terms**. The amount of credit for net deductive Changes in the Work will be actual net decrease to the Contract Price, as supported by Contractor and confirmed by Owner.

22.4 Contractor's Proposal will identify in detail Contractor's best estimate of the actual increases and decreases to the Contract Time, and a proposed net adjustment to the Contract Time, if any, to carry out the proposed changes to the Work, along with providing the following information:

22.4.1 The duration of time to perform the proposed changes to the Work;

22.4.2 Identification of all necessary predecessor and successor activities to the performance of the proposed change to the Work, along with a description of their logic relationship to the proposed changes to the Work, such as start to start, start to finish, and finish to finish, along with any lag time;

22.4.3 Dates on the most current update to the Construction Schedule when Contractor anticipates commencing and completing performance of the proposed changes to the Work;

22.4.4 All activities in the most current update to the Construction Schedule that will be affected in any way by the proposed changes to the Work;

22.4.5 All critical path activities in the most current update to the Construction Schedule that will be delayed or accelerated by the proposed changes to the Work;

22.4.6 Contractor's proposed revisions to the most recent update to the Construction Schedule, including changes in logic, durations, and relationships between activities in and activities added to or deleted from the most recent update to the Construction schedule; and

22.4.7 Demonstrate to Owner's satisfaction of the extent, if any, to which the proposed changes to the Work will cause Contractor to accelerate or to delay critical path activities on the most current update to the Construction Schedule.

22.5 Owner may issue a Field Directive to Contractor in the event Owner decides to proceed with any Changes in the Work before Owner accepts Contractor's Proposal, regardless of whether Owner has received Contractor's Proposal, and whether the time period for pricing the proposed changes to the Work has expired.

22.6 If Contractor fails to submit Contractor's Proposal to Owner within the time period for pricing the proposed Changes to the Work, Owner may issue a Change Order to Contractor for the Changes to the Work, setting forth Owner's estimate of the adjustments to the Contract Price or Contract Time or both resulting from the Changes to the Work, which will be binding on Contractor, without further negotiation.

23 CHANGE ORDERS

23.1 A Change Order is a written order prepared by Owner and signed by Contractor and Owner after execution of the Agreement, memorializing their full and final agreement upon all of the following:

23.1.1 A Change to the Work;

23.1.2 The amount of the adjustment to the Contract Price, if any; and

23.1.3 The extent of the adjustment to the Contract Time, if any.

24 FIELD DIRECTIVE

24.1 A Field Directive is a written directive in substantially the same form as "**Exhibit Q**" attached hereto signed by Owner and issued to Contractor that authorizes Contractor to proceed with performing Change(s) to the Work in advance of the Parties reaching a full and final agreement to an adjustment, if any, to the Contract Price or the Contract Time or both. Owner may also issue a Field Directive where the Parties dispute whether certain work is defective or required by the Contract Documents. Issuance of a Field Directive is not an admission that Contractor is entitled to an adjustment to either the Contract Price or the Contract Time.

24.2 A Field Directive may propose, at Owner's option, an adjustment or a method for adjusting the Contact Price. Upon receipt of a Field Directive, Contractor shall within seven (7) days receipt of the directive promptly advise Owner of Contractor's agreement or disagreement with the adjustment or the proposed method of adjustment set forth therein, or inform Owner of any cost or schedule impacts made necessary by the Field Directive if no adjustment is set forth therein. A Field Directive signed by the Contractor indicates agreement of the Contractor therewith, including the adjustment or proposed method of adjustment to the Contract Price, which will be effective immediately and recorded as a Change Order. Failure to respond within such time shall constitute acceptance of the Field Directive.

24.3 Unless Owner directs otherwise, Contractor will not stop or suspend performance of a Field Directive in the event of a dispute between the Parties as to the adjustment to the Contract Price or the Contract Time or both resulting from a Change to the Work. In such an event, Contractor will keep and present to Owner on a weekly basis separate, accurate cost records, including time sheets, invoices, and equipment utilization records, of the actual costs incurred and costs saved by Contractor for the direct cost of the Work items set forth in Section 22.2 to perform the Changes in the Work. In no event will Owner be obligated to increase the Contract Price by more than the sum of such actual cost records, plus a reasonable Markup calculated in conformance with Section 22.3.

24.4 Upon Contractor's agreement with a Field Directive in accordance with Sec. 24.2 above, the Contractor and Owner will enter into a Change Order memorializing the terms of the Field Directive. In no case may Contractor include any amounts in an Application for Payment until such Change Order is executed.

25 CONSTRUCTION SCHEDULE

25.1 Contractor prepared and submitted the Construction Schedule (the "Construction Schedule"), prior to the execution of this Agreement, which is attached hereto as **Exhibit "F"**. Unless approved by Owner, Contractor will prepare the Construction Schedule using a critical path ("CPM") analysis of construction activities and logical relationships for the orderly and timely performance and completion of all Work.

25.2 The Construction Schedule shall be complete in all respects, covering, in addition to activities and interfaces with other contractors at the Project, off-Site activities such as design, fabrication, an allowance for normal adverse weather delays consistent with Section 15.4, submittals, procurement and delivery to the Site of Contractor and Owner furnished material and equipment. In addition, Contractor will submit a detailed written narrative description of its plan for performing the Work that tracks the Construction Schedule.

25.3 The Construction Schedule shall include the following:

- 25.3.1 Separate activities for each item of work performed by each trade in each discrete location of the Project;
- 25.3.2 The necessary predecessor and successor activities for each activity and their logical connection to the activity;
- 25.3.3 The duration, early start, early finish, late start, late finish, and float time for each activity
- 25.3.4 Brief description of each activity;
- 25.3.5 Indication of all activities on the critical path;
- 25.3.6 Indication of all activities with less than one (l) month of float; and
- 25.3.7 Contract and other major milestones.

25.4 The initial Construction Schedule and each periodic update of the same shall be accompanied by a separate tabular listing of all activities in the Construction Schedule which shall include the following:

- 25.4.1 A listing of all activities by activity description, each identified by mode or activity number;
- 25.4.2 The duration of each activity;
- 25.4.3 Earliest start and finish dates for each activity;
- 25.4.4 Latest start and finish dates for each activity;
- 25.4.5 Float time for each activity;
- 25.4.6 As each duration, start date, finish date and float times of each activity become actual, it shall be noted as such on the periodic update; and
- 25.4.7 As each activity is completed, it shall be noted as such on the periodic update.

25.5 Contractor shall promptly inform Owner of any proposed change in the Construction Schedule and shall furnish Owner with a revised Construction Schedule and narrative within ten (10) calendar days after approval by Owner of such change in the form of a Change Order. The Construction Schedule, shall be kept current, taking into account the actual progress of Work and shall be updated and submitted to the Owner every thirty (30) calendar days. The revised Construction Schedule and narrative shall be sufficient to meet the requirements for the completion of the separable parts of any and all Work as set forth in this Agreement. No Application for Payment will be approved by the Owner until receipt of these Construction Schedule updates.

26 PROGRESS

26.1 Contractor will keep Owner fully informed in writing in advance of the progress of the Work as to Contractor's plans for performing each part of the Work. If at any time during the progress of the Work, Contractor's actual progress is inadequate to meet the requirements of this Agreement, Owner may notify Contractor in writing that it is behind schedule, in which event Contractor will promptly take such steps as may be necessary to recover the planned progress of the Work.

26.2 If Contractor does not recover the planned progress of the Work within the time set by Owner in the notice, or within a reasonable period of time as determined by Owner, then Owner may require that Contractor take all or some of the following actions, without any increase to the Contract Price: increase the number of Contractor's workers; increase the number of shifts; work overtime or weekends; expedite the procurement and delivery of materials and equipment; increase the amount of construction plant at the Site; supplement Contractor's performance of the Work through separate contractors. Owner may also, in its sole discretion, itself supplement Contractor's performance of the Work through the hiring of separate contractors, in which case Contractor will be liable to Owner for any costs incurred by Owner to supplement Contractor's workforce. In no event will Owner's issuance of notice, or failure to issue notice, relieve Contractor of its obligation to achieve the quality of Work and rate of progress required by this Agreement.

26.3 Failure of Contractor to comply with the instructions of Owner may be grounds for determination by Owner that Contractor is not prosecuting its Work with such diligence as will assure completion within times specified. Upon such determination, Owner may terminate Contractor's right to proceed with the performance of this Agreement, or any separable part thereof, in accordance with the applicable provisions of this Agreement.

27 DEFAULT

27.1 Contractor shall be in default under the Contract Documents under any of the following circumstances:

27.1.1 Failure of the Contractor to supply enough properly skilled workers or materials to maintain the planned progress of the Work;

27.1.2 Failure to make prompt payment to subcontractors or suppliers for materials or labor in conformance with their agreements with Contractor;

27.1.3 Failure to comply with the Applicable Laws;

27.1.4 Failure to comply with any terms or conditions of the Contract Documents;

27.1.5 Failure to perform Work which conforms to the requirements of the Contract Documents;

27.1.6 Failure to meet the Construction Schedule or to make progress so as to endanger the timely completion of the Work; or

27.1.7 Abandonment or refusal to proceed with any Work, including Changes to the Work.

27.2 Owner may not terminate the Agreement for default until such time as Owner has provided Contractor notice of its default and given Contractor three (3) days to cure such default, except in circumstances where the nature of the default precludes cure, or a default involving safety to persons in which event Owner can act immediately. If the Contractor fails to cure the default within the three (3) day cure period, the Owner may terminate the Agreement for default under Article 28. Nothing herein will preclude Owner from enforcing all rights and remedies to which Owner is entitled to under the Contract Documents or the Applicable Laws for any breach or default by Contractor, regardless of whether such breach or default is timely cured.

27.3 If a finding of default is made, the Contractor shall remain responsible for performance of the requirements of the Contract Documents.

28 TERMINATION FOR DEFAULT

28.1 In the event of a default by Contractor which is not cured in accordance with the Section 27.2, Owner may, in addition to any other remedy allowed by the Applicable Laws or provided for in the Contract Documents, terminate in whole or in part, Contractor's right to proceed with the Work by written notice and prosecute the Work to completion by any other method deemed expedient. In such event, Owner may take possession of and utilize any materials, plant, tools, equipment, and property of any kind furnished by Contractor to complete the Work.

28.2 Owner may withhold any portion of the Contract Price unpaid as of the date of the termination as an offset against any costs reasonably incurred or that may be incurred by Owner to complete Contractor's Work. Contractor and its Surety shall remain liable for all costs exceeding the Contract Price reasonably incurred by Owner in the completion of the Work as scheduled, including cost of administration of any contract awarded to others for completion and Liquidated Damages.

28.2.1 Owner (or any of its associated or affiliated companies) shall have the right at any time to set-off any amounts due to Contractor (or any of its associated or affiliated companies) against any amounts owed by Contractor, whether owed to Contractor under this Agreement or any other contractual agreement between the Parties hereto, unless such set-off violates the Applicable Laws.

28.3 Upon termination for default, Contractor shall:

28.3.1 Immediately discontinue Work on the date and to the extent specified in the notice and place no further purchase orders or enter into any new subcontracts to the extent that they relate to the performance of Work terminated;

28.3.2 Inventory, maintain and turn over to Owner all materials, plant, tools, equipment and property furnished by Contractor or provided by Owner for performance of Work;

28.3.3 Promptly obtain cancellation upon terms satisfactory to Owner of all purchase orders, subcontracts, rentals, or any other agreements existing for performance of the terminated Work or assign those agreements to Owner as directed;

28.3.4 Assign all subcontracts identified by Owner to either Owner, Contractor's surety, or a replacement contractor;

28.3.5 Cooperate with Owner in the transfer of information and disposition of Work in progress so as to mitigate damages;

28.3.6 Comply with other reasonable requests from Owner regarding the terminated Work; and

28.3.7 Continue to perform in accordance with all of the terms and conditions of this Agreement, such portion of Work that is not terminated.

28.4 If, upon termination pursuant to this Article, it is determined for any reason that Contractor was not in default, said termination will be converted to an Optional Termination under Article 29 and the rights and obligations of the parties shall be the same as under Article 29 of the Agreement.

29 OPTIONAL TERMINATION

29.1 Owner may, at its option (an "Optional Termination"), terminate this Agreement in whole or in part, at any time, for any reason, with or without cause, by written notice to Contractor. Contractor's sole remedy for an Optional Termination will be to receive payment from Owner in accordance with Section 29.3 below, which in no event will exceed the Contract Price. Contractor waives any claim for damages from Owner as a result of an Optional Termination to the extent not expressly provided for in Section 29.3, including but not limited to loss of anticipated profits on unperformed Work.

29.2 Upon receipt of Owner's notice of an Optional Termination, Contractor shall, unless the notice requires otherwise:

29.2.1 Immediately discontinue Work to extent specified in the notice;

29.2.2 Place no further orders for labor, materials, services, or facilities, other than as may be necessary or required for completion of any Work not subject to the Optional Termination;

29.2.3 Promptly cancel or terminate all applicable subcontracts, purchase orders, and equipment rental agreements on terms satisfactory to Owner, except to the extent that such subcontracts, purchase orders, or rental agreements are not subject to the Optional Termination or are identified by Owner as subcontracts, purchase orders, and rental agreements that Owner or its designee elects to accept the assignment thereof;

29.2.4 Assign all subcontracts, purchase orders, and rental agreements identified by Owner or its designee for acceptance of assignment;

29.2.5 Assist Owner in the maintenance, protection and disposition of property acquired by Owner under this Agreement to the extent requested by Owner in writing; and

29.2.6 Complete performance of any Work that is not subject to the Optional Termination.

29.3 In the event of an Optional Termination, Owner will pay to Contractor as full and final payment for all cost, expenses, and damages arising out of or relating to the Optional Termination, as follows (without duplication of any cost or charge):

29.3.1 That portion of the Contract Price due and not previously paid to Contractor for Work properly performed and completed in conformance with this Agreement through the effective date of the Optional Termination; and

29.3.2 The reasonable and necessary costs incurred by Contractor to demobilize from the Site, and to cancel, terminate, and assign subcontractors, purchase orders, and rental agreements in accordance with the Contract Documents.

29.4 In the event of a partial Optional Termination, the Contract Price will be reduced by Amendment to the Agreement to reflect the value of the remaining Work not subject to the Optional Termination in proportion to the Contract Price initially established for the entire Work.

29.5 Within thirty (30) days after its receipt of the notice of Optional Termination, Contractor will submit Contractor's Proposal to adjust the Contract Price and Contract Time in proportion to the initial Contract Price and Contract Time to accurately reflect the savings realized by the termination, resulting from the terminated Work. Owner will promptly review Contractor's Proposal, and then notify Contractor whether the Proposal is accepted. Owner will provide Contractor with the basis for rejecting all or any part of the Proposal, in which event Contractor may make a claim in strict conformance with the Contract Documents of any objection it may have to Owner's determination.

30 SUSPENSION

30.1 Owner may, at its sole option, suspend at any time and for any reason, with or without cause, the Contractor's performance of all or any portion of Work (a "Suspension"). Owner will notify Contractor in writing of any Suspension. Owner's notice may designate the amount and type of plant, labor and equipment to be committed to the Project during the Suspension period. Contractor will use best efforts to utilize its plant, labor and equipment in such a manner as to minimize costs associated with Suspension.

30.2 Upon receipt of a notice of Suspension, Contractor shall, unless the notice requires otherwise:

30.2.1 Immediately discontinue Work to the extent specified in the notice;

30.2.2 Enter into no new subcontracts, purchase orders, or rental agreement, except if and to the extent authorized by Owner in writing;

30.2.3 Suspend all applicable subcontracts, purchase orders, and rental agreements on terms satisfactory to Owner;

30.2.4 Continue to protect and maintain the Work, including those portions on which Work has been suspended; and

30.2.5 Take any other reasonable steps to minimize costs associated with such Suspension.

30.3 The Contract Price will be adjusted if and to extent that Contractor incurs additional reasonable and necessary costs as a direct result of the Suspension, without duplication, as follows:

30.3.1 Agreed upon rates for Contactor's administrative staff and supervisory personnel, construction equipment, plant, and Site overhead costs if and to the extent that such staff, personnel, equipment, and plant is idle and not reasonably available for other work during the Suspension period due to their standby status;

30.3.2 Costs incurred in connection with mobilization and demobilization from the Site;

30.3.3 Costs incurred to maintain and protect the Work; and

30.4 Upon receipt of notice to resume the suspended Work, Contractor will immediately resume performance of the suspended Work to the extent allowed by the notice. Contractor will submit for Owner's review a revised Construction Schedule accurately reflecting all time effects resulting from the Suspension. Any claim that Contractor wants to make for an adjustment to the Contract Price or Contract Time arising out of or relating to the Suspension must be made within ten (10) calendar days after Contractor's receipt of Owner's notice to resume Work; otherwise any such claim will be deemed waived.

30.5 No adjustment to the Contract Price or Contract Time will be made for any Suspension if and to the extent that Contractor's progress of the Work would have been delayed by any cause not attributable to Owner during the Suspension period.

31 INSPECTION: REJECTION OF MATERIALS AND WORKMANSHIP

31.1 All materials and equipment furnished and Work performed shall be properly inspected by Contractor, and shall at all times be subject to quality surveillance, observations or quality audit by Owner. Contractor shall provide safe and adequate facilities and all samples, plans, lists and documents necessary for such quality surveillance, observation or quality audit. For this purpose, Owner shall be afforded full and free access to the shops, factories or places of business of Contractor and its subcontractors and suppliers for such quality surveillance, observation or quality audit and to determine the status of the Work. If Contractor covers all or any portion of the Work after proper notification and prior to any quality surveillance or test by Owner, the cost of any necessary uncovering and replacing shall be borne by Contractor. Neither the failure to make such quality surveillance, observation or quality audit, nor to discover defective workmanship, materials, or equipment, nor acceptance of or payment to Contractor for such Work, materials or equipment, shall prejudice the rights of Owner thereafter to correct or reject the same in conformance with Article 20 of the Agreement.

31.2A procedure for inspections and quality control has been established in the Project Manual. These procedures are material to this Agreement and must be strictly followed.

32 COORDINATION AND CORRELATION OF PLANS AND SPECIFICATIONS

32.1Contractor represents to Owner that Contractor and its subcontractors and material and equipment suppliers have carefully reviewed the Contract Documents, including all general and specific details therein, and compared such Contract Documents to the physical conditions of the Site. Contractor further represents to Owner that Contractor has notified Owner and Design Professional in writing of any and all errors, omissions, ambiguities, or discrepancies known to Contractor or its subcontractors or suppliers to exist within the Contract Documents, and between the Contract Documents and the physical conditions of the Site and that any such known errors, omissions, ambiguities, or discrepancies have been corrected before this Agreement was signed.

33 INDEPENDENT CONTRACTOR

33.1Contractor represents that it is experienced and properly qualified to perform the type and magnitude of Work provided for in the Contract Documents. Contractor further represents that it is properly licensed, equipped, organized and financed to perform such Work.

33.2Contractor is an independent contractor engaged in its own business, and is not, nor shall be deemed to be, an agent or employee of Owner. Contractor will not hold itself out or represent itself as an employee of Owner.

33.3Contractor will not participate in the Retirement Plan for Salaried Employees of Rayonier, Inc., or any of Owner's health insurance programs, life insurance programs, long-term disability programs, or any other welfare or benefit programs during the term of this Agreement, regardless of whether the Internal Revenue Service should classify Contractor as an employee for purposes of Federal employment taxes.

33.4Nothing contained in this Agreement or any subcontract awarded by Contractor shall create any contractual relationship between any such supplier or subcontractor and Owner. Contractor shall perform all Work in accordance with its own methods subject to compliance with this Agreement.

34 SUBCONTRACTORS

34.1 Within ten (10) days of signing this Agreement, Contractor shall provide Owner with the following:

34.1.1 The form of subcontract agreement to be used by the Contractor;

34.1.2 A list of subcontractors and suppliers to be used by the Contractor with the amount of their subcontractors and copies of signed subcontracts through that time period;

34.1.3 All subcontracts subsequently entered into shall be promptly provided by Contractor to Owner;

34.1.4 From time to time, Contractor will provide Owner within ten (10) days of Owner's written request, a list of all subcontractors and suppliers with whom Contractor has or intends to contract any portion of the performance of the Work or supply of any materials and equipment in compliance with Fla. Stat. § 713.165; and

34.1.5 From time to time, Contractor will provide Owner within ten (10) days of Owner's request, a sworn statement of account signed by Contractor showing the nature of all labor or services performed and to be performed, if any, the materials furnished, the materials to be furnished, if known, the amount paid on account to date, the amount due, and the amount to become due, if known, as of the date of the statement in compliance with Fla. Stat. § 713.16.

34.2Contractor shall ensure that each Subcontractor agreement and lower tier agreements includes the following:

34.2.1 A provision incorporating all terms and conditions of this Agreement into such agreement;

34.2.2 A provision specifying the withholding of retention by Contractor in at least the same amounts as required by this Agreement;

34.2.3 A provision in all subcontracts, rental agreements, and purchase orders, for the benefit of Owner obligating the subcontractors, equipment lessors or suppliers to remain bound to Owner by their respective agreements with Contractor in the event of Contractor's default under this Agreement or Contractor's termination; and

34.2.4 A provision whereby the subcontractor or supplier waives any of its rights against Owner and Design Professional for damage caused by fire or other casualties for which it is, or under the terms of this Agreement, should be insured.

35 IDENTITY OF INTEREST WITH SUBCONTRACTORS/SUPPLIERS

35.1 Contractor represents to Owner that neither Contractor, nor any officer, director, partner or shareholder who holds ten percent (10%) or more of the outstanding stock of Contractor, has any financial interest in, or as an officer, director, partner or ten percent (10%) plus shareholder of any firm, person or entity which has been or may be contracted to under a subcontract, purchase order, or equipment rental agreement to furnish labor, material, plant, equipment, or services in connection with the construction or the Project. In the event Contractor seeks to enter into any contract with any such party, Contractor agrees to give written notification and obtain the written approval of Owner before entering into such subcontract, purchase order, or equipment rental agreement.

36 AUTHORIZED REPRESENTATIVE – PROJECT MANAGER'S SUPERVISION

36.1 Before starting Work, Contractor shall designate a competent, authorized representative (the "Authorized Representative") acceptable to Owner to represent and act for Contractor. Contractor shall inform Owner, in writing, of the name and address of such representative together with a clear definition of the scope of its authority to represent, act for, and bind Contractor. Such writing will specify any and all limitations of such authority. Contractor shall keep Owner informed of any subsequent changes in the foregoing. Such representative shall be present or duly represented at the Site at all times when Work is in progress. During periods when Work is suspended, arrangements for an authorized representative acceptable to Owner shall be made for any emergency Work which may be required. All notices, determinations, instructions and other communications given to the Authorized Representative of the Contractor shall be binding upon Contractor.

36.2 The Authorized Representative, project managers, superintendents and supervisors for the Project are all subject to prior and continuous approval of the Owner. If, at any time during the term of this Agreement, any of the personnel either functionally or nominally performing any of the positions named above, are, for any reason whatsoever, unacceptable to the Owner, Contractor shall replace the unacceptable personnel with personnel acceptable to the Owner.

36.3 Owner shall also designate a competent, authorized representative ("Owner's Authorized Representative") to represent and act for Owner.

37 LAWS AND REGULATIONS

37.1 Contractor and its employees and representative shall at all times, comply with all Federal, State, and local laws, statutes, rules, regulations, ordinances, orders, codes, and restrictive covenants that apply in any way to the Project or the Work (the "Applicable Law(s)").

37.2 Contractor may submit a proposal to adjust the Contract Price in the event that there is a change to the Applicable Laws enacted after the Parties sign the Agreement that materially increases the cost of the Work. Contractor's Proposal will be made within twenty-one (21) days of the effective date of the change to the Applicable Laws, providing detailed documentation of the cost effects of such change to the Applicable Laws will have on the Cost of the Work; otherwise any claim in relation to the change in the Applicable Laws will be deemed waived. If Owner concurs, the Parties will sign a Change Order memorializing the adjustment to the Contract Price and its basis.

37.3 Contractor will promptly notify Owner and Design Professional in the event that Contractor discovers or becomes aware of any discrepancy or inconsistency between the Contract Documents and any Applicable Laws. Owner will issue such instructions as may be necessary.

38 STANDARDS AND CODES

38.1 Wherever references are made in the Contract Documents to standards or codes in accordance with which Work is to be performed or tested, the edition or revision of the standards or codes in effect on the date of this Agreement shall apply, unless otherwise expressly set forth in the Contract Documents. Unless otherwise specified, reference to such standards or codes is solely for implementation of the technical portions of such standards and codes.

39 COOPERATION WITH OTHERS

39.1 Owner and its separate contractors, service providers, and consultants, and the subcontractors to any of them, will or may be performing operations or other work at the Site during Contractor's performance of the Work, in which event neither Contractor nor Owner nor any of the various contractors, subcontractors, service providers, and consultants will have exclusive right to access and use the Site. Contractor will allow Owner and its separate contractors, service providers, and consultants a reasonable right to access and use the Site in connection with their performance of operations and work on the Site. Contractor further acknowledges that there will or may be reasonable delays and hindrances to the performance of its Work resulting from the shared use of the Site, which have been accounted for in the Contract Price. Contractor will cooperate with Owner and its separate contractors, service providers, and consultants to avoid any unreasonable delays or hindrances as a result of the shared use of the Site. Owner may require that certain facilities be used concurrently by Contractor and other parties and Contractor shall comply with such requirements.

39.2 If any part of the Work depends on proper execution or results from any work performed by Owner or any separate contractor ("Prior Work"), Contractor shall, prior to proceeding with its Work, promptly report to Owner any apparent discrepancies or defects in such Prior Work that render it unsuitable for proper execution of the Work. Failure of Contractor to so report shall constitute Contractor's acceptance of the Prior Work as fit and proper to receive the Work, except as to latent defects which may subsequently become apparent in such Prior Work.

40 TAXES

Contractor shall pay all taxes, levies, tariffs, duties and assessments of every nature which may be applicable to any Work under this Agreement. The Contract Price includes all taxes imposed by the Applicable Laws at the time this Agreement was signed. Contractor shall make any and all payroll deductions required by the Applicable Laws. Contractor herein indemnifies and holds the Owner harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

41 UTILITIES

41.1 Contractor shall, at its expense, arrange for, develop and maintain all temporary utilities in Work areas to meet the requirements of this Agreement. Such utilities shall be furnished by Contractor at no additional cost to Owner, and shall include, but not be limited to, the following:

41.1.1 Public telephone service for Contractor's use;

41.1.2 Construction power as required at each point of construction;

41.1.3 Construction water as required at each point of construction;

41.1.4 Water and sanitation facilities as required throughout the construction; and

41.1.5 Waste and garbage service and removal in accordance with local codes.

41.2 Prior to final acceptance of the Work, the Contractor shall, at its expense, satisfactorily remove and dispose of all temporary utilities developed to meet the requirements of this Agreement.

41.3 If any temporary utilities are not readily available at the work site, Contractor is responsible for providing alternative supply methods as necessary to complete the work and at no cost to the Owner.

42 WARRANTY

42.1 In addition to other warranties required by the Contract Documents and the Applicable Laws, Contractor warrants to Owner and Design Professional that (1) all materials and equipment furnished in connection with the Work will be, unless expressly specified otherwise by the Contract Documents, new and unused, of good, merchantable quality, and fit for the particular purpose for which they are intended to be used; (2) all Work will conform to the Contract Documents and the applicable manufacturers' instructions, guidelines, and recommendations; and (3) all Work will be performed with good workmanship and in conformance with the Applicable Laws. Contractor will not be liable under this Section for normal wear and tear, or to the extent that any defective Work is caused by the negligent maintenance, operation, alteration, or repair of persons other than Contractor or its subcontractors or suppliers, or any person or entity for which any of them are responsible. All warranty remedies provided to Owner are in addition to Owner's other rights and remedies under the Contract Documents and the Applicable Laws.

42.2 Contractor will require that all subcontractors and suppliers issue assignable written warranties or guarantees jointly to Contractor and Owner that are consistent with Contractor's warranty obligations in the Contract Documents with respect to their portion of the Work.

42.3 Owner and Contractor expressly agree to opt out of the provisions of Section 558.05, Florida Statutes. The provisions of Chapter 558, Florida Stat., shall not apply to this Agreement.

43 INTELLECTUAL PROPERTY INDEMNITY

43.1 **CONTRACTOR HEREBY INDEMNIFIES AND SHALL DEFEND AND HOLD HARMLESS OWNER AND ITS REPRESENTATIVES, OFFICERS, AND EMPLOYEES FROM AND AGAINST ALL, CLAIMS, LOSSES, COSTS, DAMAGES, AND EXPENSES, INCLUDING ATTORNEYS' FEES, INCURRED BY OWNER AND ITS REPRESENTATIVES, RESPECTIVELY, AS A RESULT OF OR IN CONNECTION WITH ANY CLAIMS OR ACTIONS BASED UPON INFRINGEMENT OR ALLEGED INFRINGEMENT OF ANY COPYRIGHT, PATENT, TRADE SECRET, OR ANY OTHER TYPE OF INTELLECTUAL PROPERTY, AND ARISING OUT OF THE PERFORMANCE OF THE WORK. CONTRACTOR SHALL, AT ITS SOLE EXPENSE, PROMPTLY DEFEND AGAINST ANY SUCH CLAIM OR ACTION UNLESS DIRECTED OTHERWISE BY OWNER OR ITS REPRESENTATIVES; PROVIDED THAT OWNER OR ITS REPRESENTATIVES SHALL HAVE NOTIFIED CONTRACTOR UPON BECOMING AWARE OF SUCH CLAIMS OR ACTIONS, AND PROVIDE FURTHER, THAT CONTRACTOR'S AFOREMENTIONED OBLIGATIONS SHALL NOT APPLY TO EQUIPMENT, MATERIALS OR PROCESSES FURNISHED OR SPECIFIED BY OWNER OR REPRESENTATIVES.**

43.2 Contractor shall have the right, in order to avoid such claims or actions, to substitute, at its expense, non-infringing equipment, materials, or processes or to modify such infringing equipment, materials and processes so they become non-infringing or obtain the necessary licenses to use the infringing equipment, material or processes, provided that such substituted and modified equipment, materials and processes shall meet all the requirements and be subject to all the provisions of this Agreement.

44 CONTRACTOR REPRESENTATIONS

44.1 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- 44.1.1 Contractor is familiar with the permitting, constructing, inspection and acceptance criteria of the state and local governmental authorities, agencies, and utilities that that are responsible for permitting, inspecting, approving, and accepting the Work.
- 44.1.2 Contractor acknowledges it has had ample opportunity to visit the Site, analyze the Project, inspect the Contract Documents and request any clarification of the Work.
- 44.1.3 Contractor agrees it is capable and prepared to perform the Work.

44.1.4 Contractor is familiar with and is satisfied as to all Applicable Laws that may affect cost, progress, and performance of the Work.

44.1.5 Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents.

44.1.6 Contractor is aware of the general nature of any other work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

44.1.7 Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents.

44.1.8 The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

44.2 Contractor further represents and warrants to Owner that there exists no conflict of interest or facts or circumstances which might create any appearance of impropriety as a result of Contractor's engagement by Owner hereunder with respect to Contractor's other clients, past or present, except as otherwise disclosed to Contractor in writing prior to entering into this Agreement. Contractor further represents and warrants to Owner that it will continue in good faith to avoid any conflict of interest or business arrangements which could appear to, or might tend to result in a conflict of interest. Contractor shall advise the Owner's Authorized Representative of any conflict of interest that might arise during the performance of this Agreement.

45 INDEMNITY

45.1 **TO THE FULLEST EXTENT ALLOWED BY THE APPLICABLE LAWS, CONTRACTOR WILL DEFEND, INDEMNIFY, AND HOLD OWNER, AND DESIGN PROFESSIONAL, AND ANY EMPLOYEE, AGENT, REPRESENTATIVE, OR CONSULTANT OF ANY OF THEM, HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LOSSES, COSTS, AND EXPENSES, INCLUDING ATTORNEY, EXPERT, AND CONSULTANT FEES AND LEGAL EXPENSES, THAT ARISE OUT OF OR RELATE TO ANY ACT OR OMISSION BY CONTRACTOR, OR ANY SUBCONTRACTOR OR SUPPLIER OF ANY TIER, OR ANY EMPLOYEE, AGENT, REPRESENTATIVE, OR CONSULTANT OF ANY OF THEM, AND RESULTS IN PERSONAL INJURY, SICKNESS, DEATH, OR PROPERTY DAMAGE TO THE MAXIMUM LIMITS OF THE LIABILITY AND EXCESS/UMBRELLA INSURANCE THAT CONTRACTOR IS REQUIRED TO PROVIDE UNDER THE AGREEMENT OR THE CONTRACT PRICE, WHICHEVER IS GREATER, EXCEPT IN THE EVENT THAT SUCH CLAIMS, DAMAGES, LOSSES, AND EXPENSES ARE CAUSED BY THE SOLE NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL, WANTON OR INTENTIONAL MISCONDUCT OF THE INDEMNIFIED PARTY OR ITS EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, OR CONSULTANTS, OR FOR STATUTORY VIOLATIONS OR PUNITIVE DAMAGES (EXCEPT AND TO THE EXTENT THE STATUTORY VIOLATION OR PUNITIVE DAMAGES ARE CAUSED BY OR RESULT FROM THE ACTS OR OMISSIONS OF CONTRACTOR OR ANY SUBCONTRACTOR OR SUPPLIER OF ANY TIER, OR ANY EMPLOYEE, AGENT, REPRESENTATIVE, OR CONSULTANT OF ANY OF THEM), IN WHICH CASE THIS OBLIGATION SHALL NOT APPLY RELATIVE TO SUCH INDEMNIFIED PARTY. CONTRACTOR ACKNOWLEDGES THAT THE LIMITATION SET FORTH HEREIN IS COMMERCIALLY REASONABLE AND WAS INCLUDED IN THE BID DOCUMENTS BEFORE ESTABLISHING THE CONTRACT PRICE.**

45.2 **CONTRACTOR'S OBLIGATIONS UNDER SECTION 45.1 WILL NOT BE LIMITED, WAIVED, OR EXCUSED BY THE PAYMENT OF ANY DAMAGES, BENEFITS, EXPENSES, OR COMPENSATION UNDER ANY EMPLOYEE DEATH OR DISABILITY STATUTE, INCLUDING WORKER'S COMPENSATION, EMPLOYER'S LIABILITY, EMPLOYEE BENEFIT, OR OTHER SUCH ACT.**

45.3 **CONTRACTOR WILL DEFEND, INDEMNIFY, AND HOLD OWNER AND DESIGN PROFESSIONAL, AND ANY EMPLOYEE, AGENT, REPRESENTATIVE, AND CONSULTANT OF ANY OF THEM, HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING ATTORNEY, EXPERT, OR CONSULTANT FEES, TO THE EXTENT ARISING OUT OF OR RELATING TO THE FOLLOWING:**

45.3.1 THE FAILURE OF CONTRACTOR, OR ANY SUBCONTRACTOR, OR SUPPLIER, OR ANY EMPLOYEE, OFFICER, AGENT, REPRESENTATIVE, OR CONSULTANT OF ANY OF THEM, TO COMPLY WITH ANY APPLICABLE LAW;

45.3.2 ANY HAZARDOUS MATERIAL BROUGHT TO THE SITE OR RELEASED BY THE NEGLIGENCE OF CONTRACTOR, OR ANY SUBCONTRACTOR OR SUPPLIER, OR, IF PART OF THE WORK, NOT PROPERLY REMOVED FROM THE SITE BY

CONTRACTOR OR ANY SUBCONTRACTOR OR SUPPLIER, OR ANY EMPLOYEE, OFFICER, AGENT, REPRESENTATIVE, OR CONSULTANT OF ANY OF THEM;

45.3.3 ANY LIEN, CLAIM, OR DEMAND BY ANY SUBCONTRACTOR OR SUPPLIER OF ANY TIER AS A RESULT OF ANY ALLEGED FAILURE OF CONTRACTOR OR ANY SUBCONTRACTOR OR SUPPLIER OF ANY TIER TO PAY FOR ANY PORTION OF THE WORK, WHETHER VALID OR NOT;

45.3.4 ANY MATERIAL BREACH OF THE CONTRACT DOCUMENTS, AND

45.3.5 ANY CLAIM OR DEMAND BY DESIGN PROFESSIONAL OR ANY SEPARATE CONTRACTOR AS A RESULT OF ANY ALLEGED ACT OR OMISSION BY CONTRACTOR, OR ANY SUBCONTRACTOR OR SUPPLIER OF ANY TIER, OR ANY EMPLOYEE, AGENT, REPRESENTATIVE, OR CONSULTANT OF ANY OF THEM.

46 LIENS

46.1 Contractor agrees to keep the Project, improvements thereof and the ground appurtenant thereto, free and clear of all liens or claims of lien for or on account of any Work done or materials furnished under this Agreement. In the event a lien or claim of lien is found or claimed against the Project, Contractor agrees that it will, within five (5) days after written notice from Owner, discharge the lien or liens and cause a satisfaction of such lien to be recorded in the public records of Nassau County, Florida, or cause such lien to be transferred to a bond in accordance with Florida Statute §713.24. In the event the Contractor fails to so discharge or bond the lien or liens within such period as required above, Owner shall thereafter have the right, but not the obligation, to discharge or bond the lien or liens. Additionally, the Owner shall thereafter have the right, but not the obligation, to retain out of any payment then due or to become due the Contractor, one hundred fifty percent (150%) of the amount of the lien and to pay Owner's reasonable attorneys' fees and costs incurred in connection therewith.

46.2 The Agreement shall govern in the event any of its provisions conflict with or are otherwise inconsistent with the provisions of §715.12, Florida Statutes.

47 INSURANCE

47.1 Contractor will purchase and maintain insurance with the minimum coverages and limits set forth in "**Contractor's Insurance Requirements**" document, which is attached hereto as **Exhibit "D".**

47.2 To the extent damages are covered and paid by property insurance, the Owner and Contractor waive all claims and rights to recover damages against each other and against Design Professional, and the employees, officers, subcontractors, consultants, agents, and representatives of any of them, except such rights and claims as they may have to the proceeds of such insurance. Owner and Contractor, as applicable, will require those with whom each of them has privity of contract, including Design Professional and the first tier subcontractors, to waive all claims and rights in favor of the other persons identified herein and to include similar waivers in their subcontracts of all tiers.

48 PROJECT CHARACTERISTICS

48.1 Contractor represents and warrants to Owner that Contractor has, by careful examination, satisfied itself as to: (a) the nature, location and character of the Project and the Property; (b) the nature, location and character of the general vicinity in which the Work is to be performed, including, without limitation, its normal climatic conditions, available labor and materials supply and costs, and other tangible and intangible conditions that may adversely affect the timely and proper performance of the Work; and (c) the quality and quantity of all materials, supplies, tools, equipment, labor and services necessary to complete the Work in the manner and within the cost and time required by the Contract Documents.

48.2 Contractor further acknowledges that it will be solely responsible to Owner for the location and protection of all surface and subsurface utility potable and storm water, electric, gas, and sewer lines, cables, pipes, ducts, and conduits.

48.3 Contractor will satisfy itself as to the nature and location of Work and the general and local conditions under which the Work is to be performed particularly, but without limitation, with respect to the following: those conditions affecting transportation, parking, equipment placement, equipment movement, access, hauling, disposal, handling and storage of materials; availability and quality of labor, water and electric power; availability and condition of roads; climatic conditions, location of underground utilities, and physical conditions at the Project area as a whole; topography and ground surface conditions; equipment and facilities needed preliminary to and during performance of this Agreement; and all other matters which can in any way adversely affect the proper and timely performance of the Work, or the cost associated with such performance. The failure of Contractor to acquaint itself with all applicable conditions will not relieve it from the responsibility for properly estimating either the difficulties or the costs of successfully performing this Agreement. Contractor hereby waives any claim for an increase in the Contract Price or extension of the Contract Time due to Contractor's failure to fully comply with this Section or due to Contractor's failure to identify conditions pursuant to this Section which later are a reason for the request for additional cost or time.

49 ACCESS TO WORK AREAS

49.1 Owner and its duly authorized representatives and employees, and all duly authorized representatives of governmental agencies having jurisdiction over Work areas or any part thereof shall, at all reasonable times, for the purpose of determining compliance with requirements of this Agreement, have access to the Project and the Work. Contractor shall also arrange for Owner, its representatives and employees, to have access at all reasonable times to all places where equipment or materials are being manufactured, produced or fabricated for use under this Agreement.

50 DELIVERY, UNLOADING AND STORAGE

50.1 Contractor shall receive, unload, store in a secure place, and deliver from storage to the installation location, all materials, plant and equipment required for the performance of this Agreement. The storage facilities and methods of storing shall meet Owner's approval, but in no case will Owner be responsible for any damage to or theft of materials, plant, and equipment during storage by Contractor. Materials and equipment subject to degradation by outside exposure shall be stored in a weathertight or watertight enclosure provided by Contractor.

51 CLAIMS

51.1 No claim by Contractor for an increase in the Contract Price or extension of the Contract Time shall be considered unless and until Contractor provides Owner with written notice of such claim not later than seven (7) days after the occurrence of the event giving rise to such claim, but prior to incurring any expenses by Contractor. Failure to give such notice shall constitute a waiver of such claim.

51.2 Owner will review such claims by the Contractor for an increase in the Contract Price within ten (10) days of receipt of the claim and either (i) reject the claim, in whole or part, (ii) approve the claim, in whole or in part, (iii) request additional information of Contractor, or (iv) suggest a compromise. Contractor shall not suspend performance of the Work, but may seek to resolve the dispute through the procedures set forth in Section 51.3 of the Agreement.

51.3 With respect to any dispute arising under the Contract Documents, Owner and Contractor agree to submit the dispute to non-binding mediation; provided that the applicable statute of limitations will be tolled during the pendency of such mediation. In the event Owner and Contractor cannot in good faith agree on a mediator within fifteen (15) days of the request of either party for mediation, or, if the parties remain in dispute following mediation, any such dispute will be resolved by binding arbitration administered by the American Arbitration Association under the then-prevailing Construction Industry Rules of that Association. There shall be no interruption of Work pending the arbitration. The parties consent that any arbitration may be consolidated with any other arbitration concerning with the Project to which Owner or Contractor is a party and that a dispute

shall not be submitted to such binding arbitration if there are any third parties who are not subject to such binding arbitration but who are necessary and indispensable parties to such dispute.

52 CONTRACTOR-FURNISHED MATERIALS, EQUIPMENT AND WORKMANSHIP

52.1 Contractor will furnish material, equipment and workmanship that conforms with its warranty obligations under Article 42 of the Agreement. Any material or equipment that does not conform to such Warranty obligations will be removed immediately from the Site, and replaced with conforming material and equipment. Any non-conforming workmanship will be corrected immediately. Failure or Owner or Design Professional to discover, or direct Contractor to remove or correct any non-conforming material, equipment and workmanship will not excuse Contractor from its warranty obligations under this Agreement or the Applicable Laws, unless such non-conforming material, equipment and workmanship is expressly accepted with particularity in a signed Change Order.

52.2 Contractor shall continuously check architectural and structural clearances for accessibility of equipment and mechanical and electrical systems and continuously coordinate all phases of the Work. No allowance of any kind will be made for Contractor's failure to foresee means of completing the Work.

52.3 Contractor acknowledges that "common practice", "industry standards" and "common usage" are minimum standards of quality that may be superseded by the quality required by Contract Documents.

52.4 Contractor shall order and schedule delivery of materials in reasonable time to avoid delays in construction. If an item is found to be unavailable, Contractor shall notify Owner immediately of recommended substitute(s) to permit Owner's selection of a suitable substitute.

52.5 Owner and Design Professional will have shared authority for determining conformance of materials, equipment and systems with the requirements of the Contract Documents. Review and approval of all items proposed by Contractor for incorporation into the Work may be by Owner or Design Professional or both.

52.6 Reference to manufacturers' names, brands and models is to establish the type and quality desired. Substitutions may not be permitted unless specifically noted otherwise. Such substitutions shall be subject to written approval.

52.7 When materials, equipment or systems are specified by, performance only, without reference to specific manufacturers' brands or models, Contractor shall submit its own choice for Owner's review and approval, supported by sufficient evidence of conformity with the Contract Documents.

53 SUBSTITUTIONS

53.1 Prior to proposing any substitute item, Contractor shall satisfy itself that the item proposed is, in fact, equal to that specified, that such item will fit into the space allocated, that such item affords comparable ease of operation, maintenance and service, that the appearance, longevity and suitability for the climate are comparable, and that by reason of cost savings, reduced construction time or similar demonstrable benefit, the substitution of such item will be in Owner's interest.

53.2 The burden of proof of equality of a proposed substitution for a specified item shall be upon Contractor. Contractor shall fully support its request with manufacturer's specifications, test data, and other evidence that will permit Owner and Design Professional to make a reasoned decision on the merits of the proposal. Contractor will provide any further information requested by Owner or Design Professional in connection with a proposed substitution.

53.3 All requests for substitutions with submittal data must be made at least sixty (60) days prior to the time Contractor must order, purchase or release for manufacture or fabrication.

53.4 Any item by a manufacturer other than those specified or of brand name or model number or of generic species other than those specified, will be considered a substitution. Owner will be the sole judge of whether or not the substitution is equal in quality, utility and economy to that specified.

53.5 Materials and methods proposed as substitutions for specified items shall be supported by certification of their approval for use by any or all governmental agencies having jurisdiction over use of specific material or method.

53.6 Substitutions may not be permitted in those instances where the products are designed to match artistic design, specific function or economy of maintenance.

53.7 Approval of a substitution shall not relieve Contractor from responsibility for compliance with all requirements of this Agreement. Contractor shall bear the expense for any changes in other parts of the Work caused by any substitutions.

53.8 If Owner rejects Contractor's substitute item on the first submittal, Contractor may make only one additional request for substitution in the same category.

54 EXPEDITING

54.1 Owner may, but is not obligated to, expedite the manufacture or delivery of equipment and material furnished by Contractor under this Agreement. Owner shall be allowed reasonable access to the shops, factories and other places of business of Contractor and its subcontractors and suppliers, for expediting purposes. As required by Owner, Contractor shall supply schedules and progress reports for Owner's use in expediting and Contractor shall cooperate with Owner and require its subcontractors and suppliers to cooperate with Owner in such expediting. Any expediting performed by Owner shall not relieve Contractor of its sole and primary responsibility for timeliness of delivery of the equipment and material to be furnished under this Agreement. The Contract Price will be reduced for Owner's cost in expediting any materials and equipment where such action is necessary in Owner's good faith opinion to recover time lost on the Construction Schedule attributable to Contractor or those for whom it is responsible.

55 LINES AND GRADES

55.1 Contractor shall complete the layout of all Work and shall be responsible for all requirements necessary for the execution of any Work in accordance with the locations, lines and grades specified or shown on the plans, subject to such modifications as Owner may require as Work progresses.

55.2 If Contractor or any of its subcontractors or any of their representatives or employees move or destroy or render inaccurate any survey control point, such control point shall be replaced at Contractor's expense.

56 CONTRACTOR FURNISHED SHOP DRAWINGS, DATA AND CORRESPONDENCE

56.1 Review and permission to proceed by Owner or Design Professional as stated in this Agreement does not constitute acceptance or approval of design details, calculations, analysis, test methods, certificates or materials developed or selected by Contractor and does not relieve Contractor from full compliance with contractual obligations.

57 SHOP DRAWINGS

57.1 Contractor is and shall be responsible for planning and performance of the Work under this Agreement. Where shop drawings are required for (a) fabrication of Contractor furnished equipment; (b) installing Contractor furnished material or equipment; (c) planning and performance of the Work under this Agreement; such drawings shall be submitted by and at the expense of the Contractor before fabrication, installation or performance is commenced. Owner's review will normally be accomplished within thirty (30) days, and will not exceed ninety (90) days, based on the Contractor's submittal schedule portion of the Construction Schedule, as approved. Such drawings shall include, but not be limited to, match marks, erection diagrams and other details, such as field corrections for proper interconnection, installation, erection of the equipment, and performance of the Work.

57.2 For drawings greater in size than "8½ x 11", Contractor shall provide six (6) copies of a reproducible to the Owner at the expense of the Contractor. The Owner will be the sole judge of the adequacy of the quality of the reproducible and prints and may reject reproducible and/or prints on the basis of quality alone. Such drawings

will not be folded, but will be transmitted in mailer rolls manufactured expressly for that purpose. The reproducible with the Owner's review comments will be returned to the Contractor.

57.2.1 At Owner's sole and absolute discretion, Owner may permit Contractor to submit electronic copies in lieu of physical copies.

57.3 A reproducible copy of drawings equal to or less than "8½ x 11" is not necessary, but seven (7) copies of the unfolded drawings must be transmitted to the Owner.

57.3.1 At Owner's sole and absolute discretion, Owner may permit Contractor to submit electronic copies in lieu of physical copies.

57.4 If the drawings show variations from the requirements of this Agreement, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Owner approves any such variation(s), it shall issue an appropriate Agreement modification, except that, if the variation is minor and does not involve a change in price or in time of performance, a modification need not be issued.

57.5 Drawings of a specific piece of equipment shall identify components with the manufacturer's part number or reference drawing number clearly indicated. If reference drawing numbers are used, the review data of such drawings shall be included. Drawings shall indicate design dimensions, maximum and minimum allowable operating tolerances on all major wear fits, i.e., rotating, reciprocating or intermittent sliding fits between shafts or stems and seals, guides and pivot pins. The sequence of submission of all drawings shall be such that all information is available for reviewing each drawing when it is received.

57.6 All drawings submitted by the Contractor shall be approved by the Contractor and, if required by the Contract Documents or the Applicable Laws, by a registered and licensed engineer on the face of each drawing to be reviewed, and shall be furnished in accordance with drawings and data requirements. Owner will conduct a review of Contractor's drawings and return them with comments, approval or rejection. Owner's approval shall not constitute agreement or ratification that the means and methods of construction utilized by Contractor will be successful or that plans meet applicable codes or are otherwise sufficient.

57.7 By approving and submitting shop drawings and samples, the Contractor represents that it has determined and verified all field measurements, field construction criteria, materials and other similar data, and that it has checked and coordinated each shop drawing with the requirements of the Work and of the Contract Documents.

58 DATA AND CERTIFICATES

58.1 When data or certificates are required, nine (9) copies of each shall be submitted by Contractor. Such submittal shall be made not less than thirty (30) calendar days prior to the time that the materials represented by such data or certificates are needed for incorporation into any Work. Data and certificates shall be subject to a review period by Owner of up to twenty (20) days and material represented by such shall not be fabricated, delivered to the Project or incorporated into any Work without such review.

58.1.1 At Owner's sole and absolute discretion, Owner may permit Contractor to submit electronic copies in lieu of physical copies.

58.2 Certificates shall clearly identify the material being certified and shall include, but not be limited to, providing the following information: Contractor's name, project name, name of the item, manufacturer's name and reference to the appropriate drawing, technical specification section and paragraph number, all as applicable.

58.3 All data and certificates submitted by the Contractor shall be certified by the Contractor on the face of each catalogue, data and certificate to be correct and shall be furnished in accordance with these requirements and the requirements of the technical specification on forms provided by the Owner.

58.4 Owner will conduct a review of Contractor's data and certificates and two copies marked with the review comments listed in Section 57.6 above, will be returned to the Contractor.

59 RESPONSIBILITY FOR WORK SECURITY

59.1 Contractor shall at all times conduct all operations under this Agreement in a manner to avoid the risk of loss, theft or damage by vandalism, sabotage or other means to any property. Contractor shall promptly take all reasonable precautions which are necessary and adequate against any conditions which involve a risk of loss, theft or damage to its property. Contractor shall continuously inspect all its Work, materials, equipment and facilities to discover and determine any such conditions and shall be solely responsible for discovery, determination and correction of any such condition.

59.2 Contractor shall comply with all Applicable Laws. Contractor shall cooperate with Owner on all security matters and shall promptly comply with any Project security requirements established by Owner. Such compliance with these security requirements shall not relieve Contractor of its responsibility for maintaining proper security for the above noted items, nor shall it be construed as limiting in any manner Contractor's obligation to undertake reasonable action as required to establish and maintain secure conditions at the Project.

59.3 Contractor shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall furnish these reports to Owner in a timely manner.

60 PROTECTION OF WORK IN PROGRESS, MATERIALS AND EQUIPMENT

60.1 Contractor shall be responsible for and shall bear any and all risk of loss or damage to Work in progress, all materials delivered to the Project, and all materials and equipment involved in the Work until completion and final acceptance of Work under this Agreement.

60.2 Permanent opening or thoroughness for the introduction of Work and materials to the structure and construction Project shall be protected so that upon completion, the entire Work will be delivered to the Owner in proper, whole and unblemished condition.

61 LABOR

61.1 Contractor and its subcontractors shall employ only competent and skilled personnel to perform the Work. Contractor shall, if requested to do so by Owner, remove or cause its subcontractors to remove from the Site and the Property any personnel of Contractor or its subcontractors whom Owner determines are unfit or incompetent to perform their assigned job duties, or are otherwise acting or working in violation of any provision of the Contract Documents or any site rules.

61.2 Work assignments and the settlement of jurisdictional disputes shall conform with either the rules, regulations and procedures of the plan for settlement of jurisdictional disputes in the construction industry, and any successor agreement thereto, or any other mutually established method of determining Work assignments and settling jurisdictional disputes.

61.3 Contractor shall comply with and shall cooperate with Owner in enforcing Site and work rules which directly affect the performance of the Work including but not limited to starting and quitting time, smoking regulations, check-in and check-out procedures, Property safety regulations and security regulations, emergency plans and procedures and daily cleanup.

62 SAFETY

62.1 Contractor shall be fully and solely responsible for conducting all operations under this Agreement at all times in such a manner as to avoid the risk of bodily harm to persons and damage to property and in full compliance with all applicable rules and regulations governing such operations, including rules and regulations established by the Occupational Safety and Health Administration. Contractor shall continually and diligently inspect all Work, materials and equipment to discover any conditions which might involve such risks and shall be solely responsible for discovery and correction of any such conditions.

62.2 Before starting the Work, Contractor shall submit to Owner a written Safety Program. Contractor shall have sole responsibility for implementing its safety program.

62.3 Before starting the Work, Contractor will appoint a full-time safety representative acceptable to the Owner, who shall have the authority and responsibility to implement the Contractor's safety program, and who shall participate in periodic safety meetings. Owner shall not be responsible for supervising the implementation of Contractor's safety program, and shall not have responsibility for the safety of Contractor's or its subcontractor's employees.

62.4 Contractor shall instruct its personnel on the requirements of the Contractor's safety program and shall coordinate with other contractors and subcontractors on safety matters. Contractor shall furnish safety equipment and enforce the use of such equipment by its employees.

62.5 Contractor shall maintain accurate accident and injury reports and shall furnish Owner a monthly summary of injuries and man-hours lost due to injuries.

62.6 Contractor shall maintain all portions of the Work in a neat, clean, safe and sanitary condition at all times.

62.7 Contractor shall ensure that all subcontractors, without expense to Owner, comply with the foregoing provisions.

62.8 Contractor will comply with all rules and regulations (including security, safety, and substance abuse policies and procedures) as may from time to time be implemented by Owner for persons working on the Site.

62.9 Contractor is responsible for ensuring that its vehicles and those of its subcontractors, suppliers, and all others entering the Site on its behalf, are clean before leaving the Site to avoid tracking dirt, mud, rocks, debris, or other materials onto the roadways, and Contractor is responsible for cleaning any materials tracked onto the roadways by such vehicles.

62.10 Owner has the right to impose reasonable requirements and restrictions regarding the days and time of operations at the Site and the conduct of persons working on the Site. By way of example only and without limitation, Owner may restrict Site operations on weekends and during evening hours, and the Owner may prohibit use of radios at the Site or require that radios be kept at a moderate listening level and free of offensive content

62.11 Contractor shall ensure that it and any subcontractors it may use at all times fully comply with all OSHA requirements and all other Applicable Laws regarding Property safety requirements.

62.12 Contractor shall ensure that all of its subcontractors whose activities may impact storm water discharges or controls at the Site will be a co-permittee with Contractor and shall be responsible for compliance with the SCDHEC Storm Water Pollution Prevention Plan (SWPPP) for this Project.

62.13 Contractor shall have a full-time on-Site English-speaking supervisor present on the Site throughout the construction, and Contractor shall provide Owner with the supervisor's name and contact information (including a cell phone number).

62.14 Contractor is responsible for receiving and storing materials at the Site

62.15 Contractor shall take care not to damage any existing trees, paving, sidewalks and curbs or any other improvements.

62.16 Contractor shall take care not to damage or disturb silt fencing and other erosion control devices.

62.17 Contractor will ensure that Contractor and all of its subcontractors and suppliers at all times respect, preserve, protect, comply with all rules and regulations pertaining to, and avoid disturbing or damaging wetlands and other environmental sensitive areas.

62.18 The Contractor shall not utilize on the Site any subcontractor, employee, or other laborer who has a conviction or deferred-adjudication history of any crime that may pose a serious potential risk of injury to any person located upon the subject Site including, but not limited to, such crimes as rape, statutory rape, molestation, sexual assault, indecent exposure, indecency with a child, murder, assault, battery, and kidnapping.

63 PROJECT PROTECTION

63.1 Contractor shall maintain all such items of protection as provided in Article 62 in a satisfactory condition until removal is authorized by Owner.

63.2 Contractor, at its expense, shall make all necessary repairs to property damaged by construction operations. Repairs shall be made in a manner satisfactory to Owner.

64 FIRE PREVENTION

64.1 Contractor shall conform to all Applicable Laws pertaining to fire prevention and control within or adjacent to the Project. Necessary precautions to avoid and eliminate fire casualty shall be the responsibility of the Contractor. This includes keeping the work area clear of all trash at all times.

64.2 All tarpaulins used for any purpose during construction of any Work shall be made of material resistant to fire, water and weather and shall bear UL labels. Lighting of any fires, except those required for performance of the Work, on the Project is strictly forbidden.

64.3 Contractor shall provide portable fire extinguishers compatible with the hazard of each Work area and shall instruct its personnel in their location and use. Wherever welding and burning are conducted, inflammable materials shall be protected and a fire watch shall be provided by Contractor to be present during the burning and welding operation to ensure that protective measures are taken and that no fires result from such operation. The fire watch shall have fire extinguisher equipment readily available and know-how for proper use.

65 PUMPING AND DRAINAGE.

65.1 Surface or subsurface water shall not be permitted to accumulate in excavations, except as provided by approved methods by the Applicable Laws and the governing authorities with jurisdiction. Should such conditions develop or be encountered, the water shall be controlled and suitably disposed of by means or methods approved by the Applicable Laws and the governing authorities with jurisdiction. It shall be the Contractor's responsibility to obtain any and all information as to surface or subsurface water conditions and requirements by agencies with jurisdiction, and Contractor shall not be relieved of any of its other requirements under this Agreement due to such conditions, nor shall Contractor be entitled to an extension of time or any other damages by reason of surface or subsurface water conditions.

66 DUST CONTROL

66.1 The Contractor, for the duration of this Agreement shall maintain all excavations, embankments, haul roads, access roads, plant sites, waste disposal areas, borrow areas, and all other Work areas free from dust. Industry accepted methods of dust control suitable for the area involved and approved by Owner will be permitted.

67 POLLUTION

67.1 Contractor shall exercise extreme caution and care to prevent the introduction of any hazardous substances, materials, or wastes into any soil, groundwater, stream, river, lake or other body of water in violation of the Applicable Laws.

67.2 Contractor shall so perform its Work as not to discharge into the atmosphere from any source whatsoever smoke, dust or other air contaminants in violation of the Applicable Laws.

67.3 Contractor will promptly remediate any pollution caused by Contractor's operations or negligence on the Site at its own cost and not as a Cost of the Work.

68 EXPLOSIVES

68.1 Contractor shall obtain all required Federal, State and local permits and licenses and shall be responsible for the proper handling, transporting, storage and use of explosives and shall, at its expense, make good any damage

caused by its handling, transporting, storage and use of explosives. Use of explosives shall be subject to prior, written approval by Owner. Further, Owner shall have the right to designate no explosive use areas, or to limit the use of explosives. All blasting shall be coordinated with Owner's blasting consultant. Contractor shall submit daily blasting records to Owner.

69 LIMITATION OF LIABILITY

69.1 Notwithstanding anything to the contrary in the Contract Documents, no present or future constituent partner in, or agent of Owner, nor any shareholder, officer, director, employee, member, trustee, beneficiary or agent of any corporation or trust that is or becomes a constituent partner in Owner, shall be personally liable, directly or indirectly, under or in connection with the Contract Documents, or any document, instrument or certificate securing or otherwise executed in connection with the Contract Documents, or any amendments or modifications to any of the foregoing made at any time or times, heretofore or hereafter; and the subcontractor and each of its successors and assignees waives and does hereby waive any such personal liability. For purposes of the Contract Documents, and any such instruments and certificates, and any such amendments or modifications, neither the negative capital account of any constituent partner in Owner, nor any obligation of any constituent partner in Owner to restore a negative capital account or to contribute capital to Owner or to any other constituent partner in Owner, shall at any time be deemed to be the property or an asset of Owner or any such other constituent partner (and neither Contractor nor any of its successors or assignees shall have any right to collect, enforce or proceed against or with respect to any such negative capital account or partner's obligation to restore or contribute). As used in this Section, a "constituent partner" in Owner shall mean any direct partner in Owner and any person or entity that is a partner in any partnership that, directly or indirectly through one or more other partnerships, is a partner in Owner.

70 TESTING

70.1 Unless otherwise provided in this Agreement, shop testing of materials or Work shall be performed by Contractor in conformance with the Contract Documents. Field testing of materials or Work shall be performed by Contractor. Should tests, in addition to those required by the Specifications, be desired by Owner or any applicable regulatory agency, Contractor will be advised in reasonable time to permit such testing. Such additional tests will be at Owner's expense, except as such additional tests are required due to Contractor's Work or materials. In this event, such additional (re-test) tests shall be at Contractor's expense.

70.2 Contractor shall furnish samples as requested and shall provide reasonable assistance and cooperation as necessary to permit tests to be performed on materials or Work in place, including reasonable stoppage of Work during testing.

71 CLEANING UP

71.1 Upon completion of any portion of the Work, Contractor shall promptly remove all of its equipment, construction plant, temporary structures and surplus materials not to be used at or near the same location during later stages of Work. Upon completion of the Work and before final payment is made, Contractor shall satisfactorily dispose of all plant, buildings, rubbish, unused materials and other equipment and materials belonging to it or used in the performance of the Work and Contractor shall leave the Project in a neat, clean and safe condition. In the event of Contractor's failure to comply with the foregoing, the Owner may perform such work and deduct its cost and expenses from the Contract Price.

72 DISPOSAL OF MATERIAL OUTSIDE PROJECT LIMITS

72.1 Contractor shall make its own arrangements for disposal of materials outside the Project limits.

72.2 When any material is to be disposed of outside of the Site, Contractor shall first obtain a written permit from the property owner on whose property the disposal is to be made and Contractor shall file, in writing, with Owner said permit or the certified copy thereof, together with a written release from the property owner absolving the Owner of any and all responsibility in connection with the disposal of material on said property.

When material is disposed of as above provided and the disposal location is visible from the Project, Contractor shall dispose of the material in a neat and uniform manner to the satisfaction of Owner.

73 COMMERCIAL ACTIVITIES

73.1 Contractor shall not establish any commercial activity or issue concessions or permits of any kind to third parties for establishing commercial activities on lands owned or controlled by Owner. Contractor shall not allow its employees to engage in any commercial activities on the Project.

74 PROJECT SIGNS

74.1 With the exception of the right reserved by the Owner to erect a sign in connection with the Project and unless otherwise provided in the Contract Documents, the Contractor shall not display or permit to be displayed on or about the Project, any sign, trademark, poster or other advertising or identifying device, without prior written approval of Owner.

75 PUBLICITY AND ADVERTISING

75.1 Contractor shall not make any announcement or release any information or publish any photographs concerning this Agreement or the Project or any part thereof to any member of the public, press or any official body, unless prior written consent is obtained from Owner.

76 PROTECTION OF EXISTING PROPERTY

76.1 Contractor shall conduct its operations so as not to damage, close or obstruct any improvement, utility installation, highway, road or other property unless and until permits therefor have been obtained. If facilities are closed, obstructed, damaged or rendered unsafe by Contractor's operations Contractor shall, at its expense and not as a Cost of the Work, make such repairs and provide such temporary signage, barricades, guides, lights and other signals as necessary or required for safety and as are acceptable to Owner.

76.2 Unless otherwise specifically provided in this Agreement, Contractor shall not do any Work that would disrupt or otherwise interfere with the operation of any pipeline, telephone, electric transmission line, ditch or other structure nor enter upon lands in their natural state until approved by Owner. Thereafter, and before it begins such Work, Contractor shall give due notice to Owner of its intention to start such Work. Contractor shall not be entitled to any extension of the Contract Time or any extra compensation on account of any postponement, interference or delay caused by any such line, ditch or structure on or adjacent to the Project.

76.3 Contractor shall preserve and protect all cultivated and planted areas and vegetation such as trees, plants, shrubs and grass on or adjacent to the Project which, as determined by Owner, do not reasonably interfere with the performance of this Agreement. Contractor shall be responsible for damage to any such areas and vegetation and for unauthorized cutting of trees and vegetation, including, without limitation, damage arising from the performance of its Work through operation of equipment or stockpiling of materials. All costs in connection with any repairs or restoration necessary or required by reason of any such damage or unauthorized cutting shall be borne by Contractor and not reimbursed.

77 ILLUMINATION

77.1 When any Work is performed at night or where daylight is unavailable or obscured, Contractor shall provide artificial light sufficient to permit Work to be carried on efficiently, inspection. During such time periods the access to the place of Work shall also be clearly illuminated. All wiring for electric light and power shall be installed and maintained in a first-class manner, securely fastened in place at all points and shall be kept as far as possible from telephone wires, signal wires and wires used for firing blasts.

78 NOTICES

78.1 No notice will be effective unless and until sent in the manner set forth herein.

78.2 Written notice to the other Party must be sent to the attention of the individual(s) at the address(es) set forth in Section 78.2 of the Key Business Terms, as may be changed by the applicable Party upon ten (10) days written notice to the other Party.

78.3 Written notice must be sent by express mail (overnight delivery), courier or certified mail, postage prepaid, with a return receipt requested. All notices will be deemed effective upon actual receipt if (a) delivered personally (b) mailed by certified mail, or (c) mailed by express mail, overnight delivery service; provided, however, the effective date of any properly addressed notice will be deemed to be one day after notice is sent. The effective date of notice will be deemed to be the first date of an attempted delivery if the notice was properly addressed and the recipient Party either refused delivery, failed to inform the sending Party of a change in address, or delivery could not be made for reasons not attributable to the sending Party. The designated address for delivery of notice must include a street address, suite number (if applicable), city, state and zip code. If a notice address does not include such information, the notice address for such party shall be the prior proper address.

79 GOVERNING LAW AND INTERPRETATION

79.1 This Agreement shall be governed by the laws of the State of Florida, notwithstanding its conflict of laws principles.

79.2 This Agreement represents a negotiated arms' length transaction between the Parties. No inference or presumption will be drawn against either Party as the drafter of all or a portion of the Contract Documents.

79.3 The invalidity of any provision of the Contract Documents will not invalidate the entire Contract or its remaining terms. If any provision of the Contract Documents violates any Applicable Law or public policy, or is otherwise invalid or unenforceable, then to the full extent allowed by the Applicable Law, an arbitrator or a court will revise that provision to the extent necessary to make it lawful, within public policy, and enforceable and to give effect to the Parties intentions for agreeing to such provision. Provisions that cannot be revised will be deemed severed from the Contract Documents from the remainder of the Contract Documents.

79.4 In the interest of brevity, the Contract Documents omit modifying words such as "all "or "any" and articles such as "the" and "an", but the inclusion of such modifies and articles in one provision and their exclusion in other provisions will not affect the interpretation of either provision. Use of the words "including" will mean "including but limited to" and in no event be interpreted to limit any general statement, term, or matter to the specific items listed.

80 RIGHTS AND REMEDIES

80.1 The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

80.2 Those provisions of this Agreement which by their very nature, survive final acceptance under this Agreement, shall remain in full force and effect after completion, abandonment, or termination, including without limitation all representations, warranties, indemnities, insurance, and bond requirements.

81 SUCCESSORS, ASSIGNS AND ASSIGNMENT

81.1 Owner and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party in respect to all covenants, agreements and obligations contained in this Agreement. It is agreed that Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement or its right, title and interest in and to the same or any part thereof, without previous consent of Owner and concurred to by the Surety.

81.2 It is understood that if Owner assigns its rights and obligations hereunder, Contractor agrees that it shall complete the Work for the assignee under the same terms and conditions. Any entity which may succeed to the rights of the Owner shall be entitled to enforce the rights and obligations of Owner.

81.3 Notwithstanding anything to the contrary contained herein, Owner may assign and transfer its rights and obligations related to or arising out of this Agreement to any other corporation, partnership or other entity and upon such assignment, Owner's shall have no further obligations or liability for any claims or actions relating to this Agreement which arise on or after the date of the assignment.

82 EXAMINATION OF CONTRACTOR'S RECORDS/ACCOUNTING RECORDS

82.1 Contractor shall check all materials, equipment and labor entering into the Work and shall keep such full and detailed accounts as may be necessary for proper financial management under this Agreement, and the system shall be satisfactory to the Owner.

82.2 During the progress of the Work, Contractor agrees to furnish Owner a copy of its monthly report (showing costs incurred for the preceding month and dollars disbursed to the date thereof) and at least quarterly will furnish an updated report showing anticipated monthly draws through completion. Contractor will provide a final accounting of all Cost of the Work with its application for final payment.

82.3 For four (4) years after final payment under this Agreement, Owner will have access to, and the right to examine, audit, and copy any books, correspondence, subcontracts, purchase orders, documents, receipts, vouchers, payrolls, payment ledgers, memoranda, papers and records of the Contractor in both physical and electronic forms, including metadata, arising out of or relating in any way to the Cost of the Work. Contractor will reimburse Owner for any over-payment discovered as a result of such examination and audit, even if conducted after final payment.

83 ATTORNEYS' FEES

83.1 In the event of litigation or arbitration arising out of or relating to this Agreement, the prevailing party shall be entitled to collect reasonable attorneys' fees, paralegal fees, and expert fees, from the non-prevailing party and costs and expenses of such litigation or arbitration, whether at the trial level or on appeal.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first written above.

OWNER:
Wildlight, LLC

Thomas Jinks
Thomas Jinks (Feb 20, 2023 13:34 EST)
By: _____

Name: Thomas Jinks
Title: ~~Sr Manager~~, Real Estate Development

CONTRACTOR:
A.J. Johns, Inc.

Chad Cockrell
Chad Cockrell (Feb 20, 2023 13:32 EST)
By: _____

Name: Chad Cockrell
Title: Vice President of Operations

CONSTRUCTION AGREEMENT
FIXED FEE

PROJECT NAME: SR 200 Trail Phase 1; **PROJECT NUMBER**: PO000000037 ("Project")

Exhibit "A"

The Key Business Terms

The following terms and conditions will supplement or, if applicable, replace the indicated provisions in the Agreement; all other terms and conditions of the Agreement will remain effective.

The Parties to this Agreement are Wildlight, LLC, a Florida limited liability company ("Owner"), whose principal place of business is 1 Rayonier Way, Wildlight, FL 32097, and A.J. Johns, Inc., a Florida corporation ("Contractor"), whose principal place of business is 3225 Anniston Road, Jacksonville, FL 32245, (individually each is a "Party" and collectively they are both "Parties").

PROPERTY: The Project is located at the street address of SR 200 and Crosstown Blvd., as designated for the City of Wildlight, County of Nassau in the State of Florida, and more particularly described in the "**Property Description**", which is attached to the Agreement as **Exhibit "B"** ("Property").

SITE: The Site ☒IS ☐ IS NOT the entire Property. In the event that the Site is not the entire Property, the Site is a portion of the Property designated as follows: _____, or by Owner.

DESIGN PROFESSIONAL: The Design Professional for the Project is England Thims and Miller, Inc., a Corporation, formed under the laws of the State of Florida ("Design Professional"), whose principal place of business is 14775 Old St Augustine, Rd, Jacksonville, FL 32258.

Owner may replace the Design Professional at any time in accordance with its agreement with the Design Professional by providing written notice to Contractor, in which event the replacement design professional will be considered the Design Professional on a going forward basis.

3 CONTRACT DOCUMENTS

3.1.6 Other Contract Documents, if any, consist of the following documents:

.1 N/A;

.2 N/A;

5 CONTRACT PRICE

5.1 The Contract Price is the lump sum amount of One Hundred Eighty-Five Thousand, Six Hunred Twenty-Three and 81/100 US Dollars ($185,623.81), as may be adjusted only in strict conformance with Article 23 of the Agreement.

6 PAYMENT AND PERFORMANCE BONDS

6.1 (Check one of the following) Contractor ☐ WILL ☒ WILL NOT provide payment and performance bonds to the Owner for this Contract.

7 CONTRACT TIME

7.2 A Notice of Commencement ☐ IS ☒ IS NOT required for the Project.

7.3 The Commencement Date for the Work (the "Commencement Date") will be determined as follows:

Contractor commenced Work on January 16, 2023. All such Work is subject to the terms and conditions of the Contract Documents, and any payments made by Owner in connection with such Work will be credited against the Contract Price.

Contractor will commence the Work within NA (__NA__) days after Owner provides Contractor with a written Notice to Proceed.

Contractor will commence the Work on NA, 20_____.

7.4 Contractor is obligated to achieve the following milestones within the times or dates indicated

Number	Description of required milestone achievement	Specific date/calendar days
1.	Complete Earthwork	21 days
	Complete Sidewalk Construction	14 days

The Contract Time is 35 calendar days from the Commencement Date or the date of _____, 20_____, as may be adjusted only in strict conformance with Article 23 of the Agreement.

12 SUBSTANTIAL COMPLETION

12.1 The "Substantial Completion Date" is the date upon which Contractor is obligated to achieve Substantial Completion of the entire Work.

13 LIQUIDATED DAMAGES

13.1 LIQUIDATED DAMAGES FOR DELAY apply do NOT apply: If and to the extent that Liquidated Damages apply to this Agreement, Contractor will be liable for and shall pay to the Owner an amount equal to N/A U.S. Dollars ($N/A) per calendar day for each day after expiration of the Contract Time until Contractor achieves Substantial Completion of the entire Work ("Liquidated Damages"). Notwithstanding the foregoing, Owner may, at its option, deduct the Liquidated Damages from any payment otherwise due Contractor, and reduce the Contract Price accordingly. In no event will Contractor's payment of Liquidated Damages be considered a Cost of the Work or a valid use of any Contingency. Contractor acknowledges that the Liquidated Damages are a reasonable estimate at the time of contracting of Owner's actual delay damages, and that Owner's actual delay damages would be extremely difficult or impossible to measure at the time of breach. In no event will Contractor take the position that the Liquidated Damages are an unenforceable penalty. The Liquidated Damages will be Owner's exclusive remedy for Contractor's failure to achieve Substantial Completion within the Contract Time; provided, however, the availability of Liquidated Damages will in no event preclude Owner from exercising other rights under the Agreement, including without limitation, Owner's termination rights and rights to recover damages resulting from causes other than Contractor's failure to achieve Substantial Completion within the Contract Time.

78 NOTICE

78.2Written notice must be sent and addressed to the Parties, as followings:

OWNER: Wildlight, LLC
Attn: Tommy Jinks
1 Rayonier Way
Wildlight, FL 32097
Facsimile: (904) 261-9322
Email: tommy.jinks@wildlight.com

with a copy to: Rayonier Inc.
Attn: Law Department
1 Rayonier Way

CONSTRUCTION AGREEMENT
FIXED FEE

Wildlight, FL 32097
Facsimile # (904) 261-2107
Email: joy.lawarre@rayonier.com

CONTRACTOR: A.J. Johns, Inc.
Attn: Todd Patrick
3225 Anniston Road
Jacksonville, FL 32245
Facsimile: N/A
Email: tpatrick@ajjohns.com

Exhibit "B"

Property Description

Landscape Tracts 1 and 2 of the East Nassau – Wildlight PDP 3 / Pod 4 North Plat as recorded in the official records of Nassau County, Florida, OR Book 2539, Page 1791.

CONSTRUCTION AGREEMENT
FIXED FEE

Exhibit "C"

List of Plans and Specifications

See attached Exhibit "C" - List of Plans & Specifications, 1 page

EXHIBIT 'C'
LIST OF PLANS & SPECIFICATIONS

DOCUMENT	DATE	REV.	VENDOR
Wildlight PDP #3 SR 200 / A1A Trail	1/10/2023	0	England-Thims & Miller, Inc.

Exhibit "D"

Insurance Requirements

See attached Exhibit "D" - General 4 Insurance Form, 1 page

EXHIBIT D
GENERAL 4 - INSURANCE FORM

Contractor must have proof of insurance. Owner requirements are as follows:

Additional Insured:
Rayonier Inc. its subsidiaries and subsidiaries thereof
1 Rayonier Way
Wildlight, FL 32097

General Liability (Including: Aircraft Liability Insurance, if applicable, Product Liability/ Completed Operations, Contractual Liability)		
	Each Occurrence	$ 1,000,000
	Damage to Rented Premises (Each Occurrence)	$
	Med Exp (Any one person)	$
	Personal & Adv Injury	$ 1,000,000
	General Aggregate	$ 2,000,000
	Products – Comp/Op Agg	$ 2,000,000
Automobile Liability (Including Owned, Non-Owned and Hired Vehicles)		
	Combined Single Limit (Ea accident)	$ 1,000,000
	Bodily Injury (Per person)	$
	Bodily Injury (Per accident)	$
	Property Damage (Per accident)	$
Worker's Compensation	WC Statutory Limits	Statutory
Employer's Liability (1)	Each Accident	$ 1,000,000
	Disease (Ea Employee)	$ 1,000,000
	Disease (Policy Limit)	$ 1,000,000
Professional Liability (if Applicable)	Each Occurrence	$ 1,000,000
Pollution Legal Liability (if Applicable)	Each Occurrence	$ 1,000,000
Umbrella (Excess Liability)	Each Occurrence	$ 5,000,000

Note: The foregoing minimum levels of liability insurance may be evidenced by a primary insurance policy on or by the combination of primary and umbrella (excess) liability policies.

Evidence of Compliance with Insurance Requirements
Prior to commencing Work or entering property or facilities of Owner, Contractor shall secure such insurance as necessary to comply with the foregoing requirements and will provide a Certificate of Insurance evidencing the policies in effect for the duration of the Agreement. Under the Professional Liability Insurance requirements, Architect's and Engineer's coverage will be endorsed to include contractual liability. The Certificate of Insurance will further evidence that **RAYONIER INC. its subsidiaries and subsidiaries thereof** has been **NAMED AS AN ADDITIONAL INSURED** under the General Liability Policy, and that Owner will be given thirty (30) days written notice prior to cancellation or material change to any policy evidenced. If the General Liability coverage evidenced is written on a "Claims Made" basis, the certificate will so evidence along with stating the "Retroactive Date" contained in the policy. To be acceptable the "Retroactive Date" must be prior to the commencement of any contract with Owner. Waiver of Subrogation language for all policies shall be in favor of "Rayonier Inc. its subsidiaries and subsidiaries thereof". Prior to commencing work, it is required that Rayonier be named as the certificate holder on the liability policies, ensure that broker/agent includes the following certificate holder language:

Rayonier Inc. its subsidiaries and subsidiaries thereof
Insurance Compliance
PO Box 100085 - R7
Duluth, GA 30096

Please email copies of certificates of insurance to: rayonier@ebix.com

IMPORTANT
No contractor or company shall commence Work or enter upon the property or facilities of Owner, its Division or Subsidiaries, until a Certificate of Insurance as above discussed has been received by Owner.

(1) If covered by Washington L&I for workers' compensation, "Stop Gap" coverage must be provided to meet the employer's liability requirement

Exhibit "E"

Unit Prices, Pricing Index, and Allowances

N/A

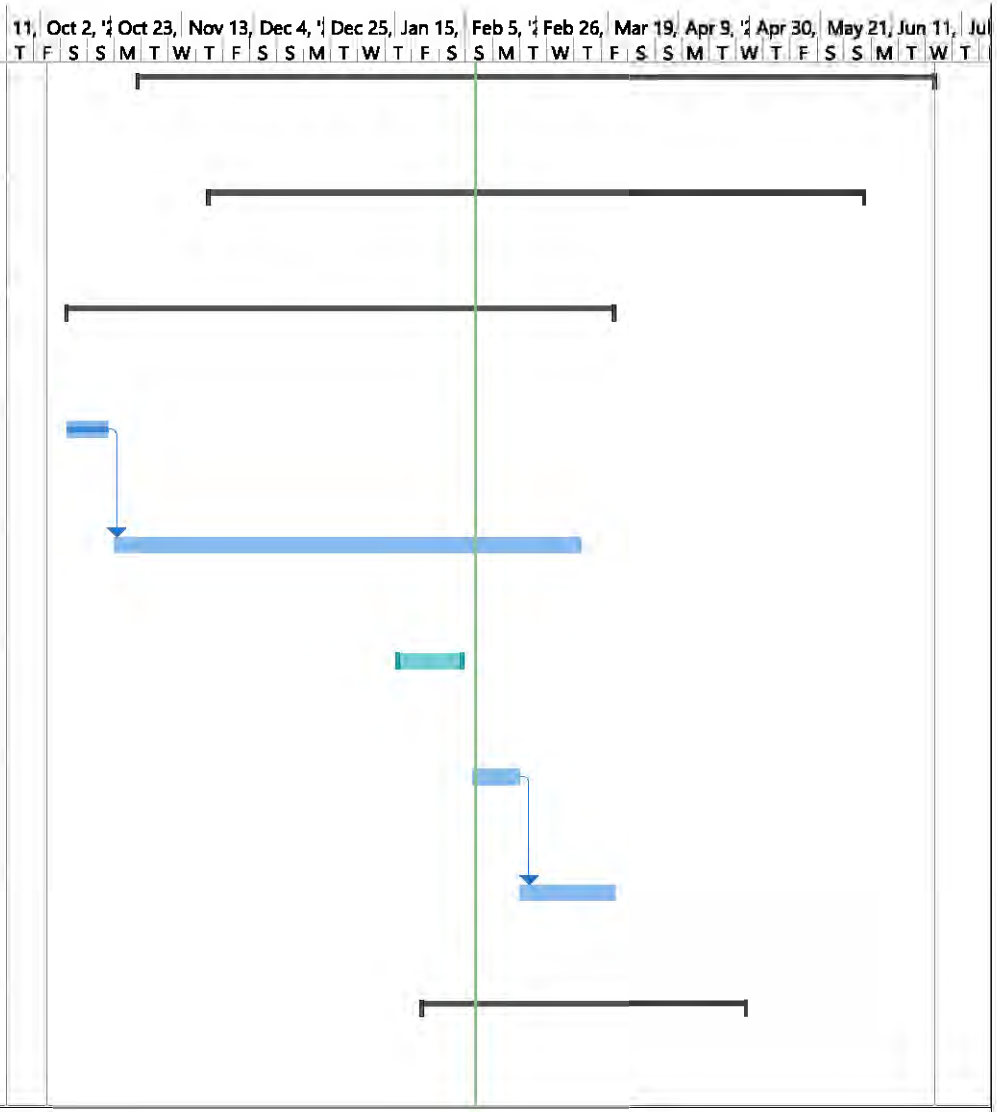
Exhibit "F"

Construction Schedule

See attached Exhibit F, 1 page

Exhibit F

ID	Task Mode	Task Name	Duration	Start	Finish
1		**4B Amenity**	**170 days**	**Mon 10/31/22**	**Fri 6/23/23**
13		**8A Amenity**	**140 days**	**Mon 11/21/22**	**Fri 6/2/23**
24		**SR 200 Trail**	**116 days**	**Mon 10/10/22**	**Mon 3/20/23**
25		Clearing	10 days	Mon 10/10/22	Fri 10/21/22
26		Boardwalk Construction	100 days	Mon 10/24/22	Fri 3/10/23
27		Earthwork	15 days	Mon 1/16/23	Fri 2/3/23
28		Sidewalk Construction	10 days	Tue 2/7/23	Mon 2/20/23
29		Landscape Installation	20 days	Tue 2/21/23	Mon 3/20/23
30		**N/S Trail**	**70 days**	**Mon 1/23/23**	**Fri 4/28/23**



Project: PDP 3 Parks and Trails
Date: Wed 2/8/23

Task	Inactive Summary	External Tasks
Split	Manual Task	External Milestone
Milestone	Duration-only	Deadline
Summary	Manual Summary Rollup	Progress
Project Summary	Manual Summary	Manual Progress
Inactive Task	Start-only	
Inactive Milestone	Finish-only	

ZD 83029; PO000000037 - A.J. Johns, Inc. - JN c021423

CONSTRUCTION AGREEMENT
FIXED FEE

Exhibit "G"

Contractor's Scope of Work

See attached Scope of Work, 1 page

SCOPE OF WORK

1. Contractor shall construction concrete trail as shown on the contract documents.
2. In lieu of the typical section shown on the contract documents, Contractor shall use 6" of concrete over stabilized subgrade.
3. Contractor understands that silt fence is already in place and shall exclude that from their scope of work.
4. Contractor shall grade all proposed landscape areas, including berms and re-grading of SR 200 swale so that they are ready for landscape installation (i.e. +/- 2").
5. Contractor shall be responsible for import of all necessary fill. Fill may be obtained from the Owner's stockpile located on the Wildlight Commerce Park site.
6. Contactor shall ensure all areas are graded to drain whether depicted on the contract documents or not.

Specific Exclusions:

- Boardwalk
- Landscape or Sod
- Silt Fence

Exhibit "H"

Schedule of Values

See attached Schedule of Values, 1 page

SR 200 Trail - Revised Pricing

A.J. Johns, Inc

3275 Anniston Road

Jacksonville, FL 32246

Contact: Todd Patrick

Phone: (904) 641-2955

Email: tpatrick@ajjohns.com

To: Wildlight, LLC
1 Rayonier Way
Yulee, FL 32097

Attn: Tommy Jinks
Phone: 904.321.1007
Email: tommy.jinks@wildlight.com

Job Name: SR 200 Trail
Date: 12/16/2022
Reference No.: 21005-COR07-1

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1000	**General Conditions**				
1010	Layout	1.00	LS	3,046.40	3,046.40
1020	Site Preparation	1.00	LS	5,016.91	5,016.91
1030	Survey Calc and Setup	1.00	LS	2,284.80	2,284.80
1040	Project Management and Supervision	1.00	LS	8,730.82	8,730.82
1990	**General Conditions Subtotal**				**19,078.93**
2000	**Erosion Control**				
2010	Storm Water Pollution Prevention	1.00	LS	582.08	582.08
2040	Erosion and Sediment Control	1.00	LS	2,664.22	2,664.22
2990	**Erosion Control Subtotal**				**3,246.30**
3000	**Earthwork**				
3010	Layout Earthwork	1.00	LS	1,523.20	1,523.20
3020	Strip Site To Fill	1,139.00	CY	1.82	2,072.98
3030	Compaction Testing	1.00	LS	529.04	529.04
3040	Balance Site	37.00	CY	37.20	1,376.40
3050	Spread and Compact Site	1,176.00	CY	2.07	2,434.32
3060	Import and Place Fill	3,487.00	CY	11.57	40,344.59
3070	Rough Grade	8,835.00	SY	0.54	4,770.90
3080	Machine Dress	8,835.00	SY	0.72	6,361.20
3090	As-builts	1.00	LS	2,040.00	2,040.00
3100	6" Concrete MUP	1,095.00	SY	93.01	101,845.95
3990	**Earthwork Subtotal**				**163,298.58**
4000	**SR 200 Trail Total**				**185,623.81**

NOTES:

Pricing for the Construction of the Earthwork and Concrete Multi Use Path from Wooden Bridge east to Power Line Easement per Tommy Jinks direction.

All Sodding, Landscaping and Irrigation work By Others.

Exhibit "I"

Contractor's W-9

On file

CONSTRUCTION AGREEMENT
FIXED FEE

Exhibit "J"

Application for Payment

Sample

APPLICATION AND CERTIFICATION FOR PAYMENT *AIA DOCUMENT G702* PAGE 1 OF 2 PAGES

TO OWNER/ AGENT

PROJECT:

APPLICATION NO:

Distribution to:
[X] OWNER
[ ] ARCHITECT
[X] CONTRACTOR
[ ]
[ ]

PERIOD TO:

FROM CONTRACTOR:

VIA ARCHITECT:

PROJECT NOS:

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$
2. Net change by Change Orders		$
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$
5. RETAINAGE:		
a. 10 % of Completed Work (Column D + E on G703)	$	
b. ____ % of Stored Material (Column F on G703)	$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$
8. CURRENT PAYMENT DUE		$
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month	$0.00	$0.00
TOTALS	$0.00	$0.00
NET CHANGES by Change Order		$0.00

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

CONTRACTOR:

By: _____ Date: _____

State of: Florida County of:
Subscribed and sworn to before me this XXth day of XXXX
Notary Public:
My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... $ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)
ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA DOCUMENT G702 · APPLICATION AND CERTIFICATION FOR PAYMENT · 1992 EDITION · AIA · ©1992 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292
Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

CONSTRUCTION AGREEMENT
FIXED FEE

Exhibit "J"

Application for Payment Cont.

Sample

CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:
APPLICATION DATE:
PERIOD TO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED: FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED: THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
General Conditions						-		-	-
						-		-	-
						-		-	-
						-		-	-
						-		-	-
						-		-	-
						-		-	-
						-		-	-
						-		-	-
						-		-	-
	GRAND TOTALS	$ -	$ -	$ -	$ -	$ -		$ -	$ -

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

Exhibit "K"

Unconditional Waiver and Release of Lien

SUBCONTRACTOR/SUPPLIER UNCONDITIONAL
WAIVER AND RELEASE UPON FINAL PAYMENT

STATE OF _____)
)SS
COUNTY OF _____)

In person before the undersigned officer duly authorized to administer oaths, appeared an officer of _____ (name of Subcontractor) (the "Subcontractor"), who has subcontracted with _____ (name of entity contracting with the undersigned) to furnish _____ (scope of materials, labor and services) for the construction of improvements known as _____ (the "Project"), which is owned by _____ ("Owner") and located at _____, Florida, (the "Property").

Upon the receipt of the sum of $_____, as full and final payment for all work performed by Subcontractor in connection with the Project, Subcontractor waives and releases any claims it has or may have against Contractor and its surety, Owner and <select one> arising out of or relating to all labor, materials, and services provided by or through Subcontractor in connection with the Project.

Given under hand and seal this _____ day of _____, 20___.

_____ (SEAL)
(Name of Subcontractor)
By: _____
Its: _____

Exhibit "L"

Waiver and Release of Lien upon Progress Payment

SUBCONTRACTOR/SUPPLIER WAIVER AND RELEASE OF CLAIMS UPON PROGRESS PAYMENT

STATE OF _____)
)
COUNTY OF _____)

In person before the undersigned officer duly authorized to administer oaths, appeared an officer of _____ (name of Subcontractor) (the "Subcontractor"), who has subcontracted with , LLC to furnish _____ (scope of materials, labor and services) for the construction of improvements known as _____ (the "Project"), which is owned by <select one> ("Owner") and located at _____, Florida (the "Property").

Upon the receipt of the sum of $_____, Subcontractor waives and releases any claims it has or may have against Contractor and its surety, Owner, <select one>, or their successors by merger, arising out of or relating to all labor, materials, and services provided by, through, or at the instance of Subcontractor in connection with the Project through the date of _____, excluding only retainage and those claims timely noticed, properly made, and specifically identified and reserved below. Identification of a claim previously waived or released shall not revive such claim.

Given under hand and seal this _____ day of _____, 20___.

_____(SEAL)
Name: (Name of Subcontractor)
By: _____
Its: _____

STATE OF _____)

COUNTY OF _____)

Sworn to before me and subscribed in my presence this ____ day of _____, 20___.

_____
Notary Public
My commission expires:_____

Exhibit "L"

Waiver and Release of Lien upon Progress Payment Cont.

CONTRACTOR WAIVER AND RELEASE UPON PROGRESS PAYMENT

STATE OF _____)
)
COUNTY OF _____)

In person before the undersigned officer duly authorized to administer oaths, appeared an officer of (the "Contractor"), who has contracted with <select one> ("Owner") to furnish general contracting services for the construction of improvements known as _____ (the "Project"), which is located at _____, Florida (the "Property").

Upon the receipt of the sum of $_____, Contractor waives and releases any and all liens, claims of lien, and claims it has or may have against Owner, or their successors by merger, arising out of or relating to all labor, materials, and services provided by, through, or at the instance of Contractor in connection with the Project through the date of _____, excluding only retainage and those claims timely noticed, properly made, and specifically identified and reserved below. Identification of a claim previously waived or released shall not revive such claim.

Given under hand and seal this _____ day of _____, 20__.

_____(SEAL)

By: _____
Its: _____

STATE OF _____)

COUNTY OF _____)

Sworn to before me and subscribed in my presence this ____ day of _____, 20___.

_____
Notary Public
My commission expires:_____

CONSTRUCTION AGREEMENT
FIXED FEE

Exhibit "M"

Contractor's Progress Payment Affidavit

Directions: [All of the following steps MUST be completed to assure that this form is effective]:

Delivery method: Contractor delivers to Owner when Contractor is given progress payment for all work and materials provided to the Property.

CHECK ONCE COMPLETED:

G First Paragraph - Print name of person executing Affidavit (the "Affiant")

G Item 1 - Fill in the title of Affiant and name of Contractor

G Item 2 - Fill in the complete legal description

G Item 3 - Fill in amount of progress payment

G Item 6 - Fill in amount of most recent progress payment

G Have Contractor's officer (i) sign; (ii) print his/her name; (iii) state his/her title; and (iv) date

G Have two (2) different people witness the signature (print and execute their names)

G Have signature notarized

ALL BLANKS MUST BE FILLED IN COMPLETELY AND CORRECTLY

Exhibit "M" Continued

CONTRACTOR'S PROGRESS PAYMENT AFFIDAVIT

STATE OF FLORIDA)
) SS:
COUNTY OF _____)

BEFORE ME, the undersigned authority, personally appeared _____ _____ ("Affiant") who, being duly sworn according to law, deposes and says the following:

1. Affiant is the _____ (title) of _____ (company name) ("Contractor").

2. Pursuant to a contract with Owner, Contractor has performed and will perform work and labor, and/or furnished and will furnish materials, for the purpose of improving the real property owned by _____ _____ ("Owner"), located in _____ County, Florida ("Property"), and legally described as :

SEE LEGAL DESCRIPTION ATTACHED

3. This affidavit is executed and delivered for the purpose of obtaining a progress payment in the amount of $_____.

4. All lienors engaged by Contractor in connection with the Property have been paid in full, except for the following listed lienors (if no lienors are listed, there are none):

NAME OF LIENOR	AMOUNTS DUE OR TO BECOME DUE
_____	_____
_____	_____

5. Contractor will disburse the requested progress payment to satisfy Contractor's current obligations to all lienors engaged by Contractor in connection with the Property as follows:

NAME OF LIENOR	AMOUNT TO BE PAID
_____	_____
_____	_____

6. The most recent progress payment of $_____ previously received by Contractor was disbursed by Contractor to satisfy Contractor's then current obligations to all lienors engaged by Contractor in connection with the Property as follows:

NAME OF LIENOR	AMOUNT PAID
_____	_____
_____	_____

Partial (or final, as the case may be) waivers of lien from each of the foregoing lienors are attached hereto.

FURTHER AFFIANT SAYETH NAUGHT.

CONSTRUCTION AGREEMENT
FIXED FEE

Exhibit "M" Continued

Witnesses:

_____
Print Name:_____

_____
Print Name:_____

AFFIANT:

Company Name:_____

By:_____
Name:_____
Title:_____

Date:_____

STATE OF FLORIDA)
)SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 200__, by _____ who is personally known to me or has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
Notary Public

PARTIAL (OR FINAL) WAIVER LIEN (copies attached)

CONSTRUCTION AGREEMENT
FIXED FEE

Exhibit "N"

WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

The undersigned lienor, in consideration of the final payment in the amount of $_____ dollars, on check number _____ hereby waives, releases, remises and relinquishes its lien and any and all right to claim of lien or liens for labor, services or materials furnished, or any kind of class of lien whatsoever to on the job of <select one> to the following described property:

_____

_____

Dated this _____ day of _____, _____ at _____, Florida.

_____

By:_____

Name:_____

Title:_____

STATE OF FLORIDA)

) SS:

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, _____, by _____, on behalf of the company/individual/partnership. He/She is personally known to me or provided _____ as identification.

My Commission Expires:

_____

Notary Public

Exhibit "O"

CONTRACTOR'S FINAL AFFIDAVIT AND RELEASE OF LIEN
(To be used for all lienors that are in direct contract/privity with owner, including general contractors and professional lienors)

Purpose: To ensure that the general contractor and all persons engaged by the general contractor who furnished services, labor or materials used in improving the Property have been paid. To obtain a release by the general contractor of all lien rights in consideration of **FINAL** payment.

Why to use this form? Protects Owner from a general contractor who has not paid its subcontractors or suppliers. Protects Owner inasmuch as the lienor releases their lien rights on a certain piece of property.

Directions: **[All of the following steps MUST be completed to assure that this form is effective]:**

Delivery method: Contractor delivers to Owner when Contractor is given **FINAL** payment for all work and materials provided to the Property.

CHECK ONCE COMPLETED:

- G (A) Fill in County where real property is located
- G (B) Fill in name of person executing Affidavit (the "Affiant")
- G (C) Fill in the title of Affiant
- G (D) Fill in company name of Contractor - MAKE SURE THIS IS THE FULL NAME (e.g., ABC Construction is not enough, FULL LEGAL name must be included: ABC Construction of Duval, Inc.)
- G (E) Fill in name of Owner (see "Entity Ownership Schedule" attached hereto as **Addendum A** for appropriate information)
- G (F) Fill in County where real property is located
- G (G) Fill in COMPLETE legal description of real property -
  Option 1: typically used for subdivision improvements when work affects entire parcel; or
  Option 2: typically used for improvements affecting a specific lot within a Project.
- G (H) Fill in name of any subcontractors, sub-subcontractors, laborers, suppliers, materialmen, etc. not yet paid by lienor and amounts due thereto
- G (I) Fill in FINAL payment amount
- G (J) Fill in date
- G (K) Fill in company name of lienor on line for Company Name - MAKE SURE THIS IS THE FULL NAME (e.g., ABC Construction is not enough, FULL LEGAL name must be included: ABC Construction of Duval, Inc.)
- G (L) Have an officer of lienor (i) sign; (ii) print his/her name; (iii) print his/her title; and (iv) print full address of lienor
- G (M) Have two (2) different people witness the signature and have each witness sign and print their respective names underneath their signature
- G (N) Notarize - insert county of execution, date of execution, name of officer of lienor, sign and insert commission expiration date.
- G Schedule 1: Attach: (i) a list of all persons, firms, and corporations engaged by lienor who have furnished services, labor, materials, or other items used in improving the Property and the total amounts paid to each; and (ii) final waivers of lien from each of the foregoing.

ALL BLANKS MUST BE FILLED IN COMPLETELY AND CORRECTLY

Exhibit "O" Continued

FINAL AFFIDAVIT AND RELEASE OF LIEN

STATE OF FLORIDA

COUNTY OF **(A)**

BEFORE ME, the undersigned authority, personally appeared **(B)**_____ ("Affiant"), who, after being by me duly sworn according to law, deposes and says of his personal knowledge the following:

1. Affiant is the **(C)**_____ of **(D)**_____ _____ ("Contractor"), which does business in the State of Florida.

2. Pursuant to a Contractor's Agreement (the "Contract") between Owner and Contractor, Contractor has performed work and labor, and/or has furnished materials, for the purpose of improving the real property (the "Property") owned by **(E)**_____ ("Owner"), located in **(F)**_____ County (the "County"), Florida, ("State") and legally described as:

(G) Option 1: PARCEL:_____, PLAT NAME: _____ AS RECORDED IN PLAT BOOK:_____ PAGE:_____ OF THE PUBLIC RECORDS OF THE COUNTY AND STATE.

Option 2: LOT ____, BLOCK _____, SECTOR(S) _____, PARCEL(S) _____, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK _____, PAGE ____, OF THE PUBLIC RECORDS OF THE COUNTY AND STATE.

3. The Affiant makes this Final Affidavit and Release of Lien, pursuant to Chapter 713, Florida Statutes, for the express purpose of inducing the Owner to make final disbursement and payment to the Contractor under the Contract.

4. Contractor represents to Owner that all work to be performed under the Contract has been fully completed and that all persons, firms, and corporations engaged by Contractor who have furnished services, labor, materials, or other items used in improving the Property have been paid in full. A list of all such persons, firms and corporations and the total amounts paid to each are attached hereto as ***Schedule 1*** and final waivers of lien from each are also attached hereto. The Contractor has received full and final payment required under the Contract for all work and labor performed, and/or all materials furnished in, to, or about the construction of any building or buildings situated on, or otherwise improving, the Property.

5. There are no persons, firms or corporations engaged by Contractor to improve the Property who have not been paid in full for work done, except those (and for the amounts) listed below (if no exceptions are listed below, there are none):

NAME **(H)**	AMOUNTS DUE
_____	_____
_____	_____

6. The Contractor hereby expressly agrees to indemnify and save Owner, and all of its directors, officers, partners, representatives and agents, harmless from any and all costs and expenses, including reasonable

attorneys' fees, arising out of claims by any laborer, materialmen or subcontractor that they have not been paid for services and/or materials furnished by or through the Contractor in connection with the Property.

Exhibit "O" Continued

7. In consideration of the final payment to Contractor of $**(I)**_____ and all other previous payments paid by Owner to Contractor, the undersigned does hereby for and in behalf of the Contractor hereby waive, release and relinquish the Contractor's right to any claim or demand or right to impose a lien or liens for work done or services or materials furnished or any other class of lien whatsoever by Contractor on the job of Owner to the Property.

FURTHER AFFIANT SAYETH NAUGHT.

Signed sealed and delivered this **(J)** day of _____, ____.

Witnesses:

(M)_____
Print Name:

(M)_____
Print Name:

Company Name **(K)**

By:_____**(L)**_____
Name:_____
Title:_____

Address:_____
_____

STATE OF FLORIDA
COUNTY OF _____

(N) The foregoing instrument was acknowledged before me this _____ day of _____, _____, by _____, who is personally known to me or has produced _____ as identification and did (did not) take an oath.

_____

_____**Signature of Notary**

Public
My Commission Expires:

CONSTRUCTION AGREEMENT
FIXED FEE

SCHEDULE 1

Persons Paid in Full and Amounts Paid

CONSTRUCTION AGREEMENT
FIXED FEE

Exhibit "P"
CHANGE ORDER

CONTRACTOR NAME:_____

CHANGE ORDER NO.:_____

DATE:_____

The Owner hereby gives the Contractor a Change Order for, and the Contractor agrees to provide and perform, the materials and Work described below:

SEE ATTACHED SCHEDULE A FOR DESCRIPTION OF WORK

Original Contract Price	$
Net Price Adjustments for Previous Change Orders - No. _____ through _____	$
Adjusted Contract Price through Change Order No.	$
Net Price Adjustment for this Change Order No.	$
Adjusted Contract Price	$

Original Contract Time
Net Time Adjustments for Previous Change Orders - No. _____ through _____
Adjusted Contract Time through Change Order No.
Net Time Adjustment for this Change Order No.
Adjusted Contract Time

Any funds payable to the Contractor hereunder are hereby declared to constitute trust funds in the hands of the Contractor to be first applied to the payment of Subcontractors, laborers and materialmen, and other cost of construction pursuant to law.

The total amount of this Change Order includes all applicable taxes, insurance, bond, delivery, supervision overhead, profit, labor, labor impact, materials, changes, delays, acceleration, cumulative impact, and inefficiency, or any claims therefore, and the Contractor hereby waives any and all claims for such items associates with or related to the Work covered by this Change Order to the extent not set forth herein.

This Change Order represents the entire and integrated agreement between the parties with respect to the Changes set forth herein. This Change Order supersedes all prior negotiations, agreements, understandings, and qualifications, for this change in scope; but this change Order and the Work contemplated herein is, except as otherwise specifically provided herein, subject to all the terms and conditions of the Contract Documents including, without limitation, those concerning payment.

OWNER:

_____
Authorized Signature
Print Name:_____
Title:_____

CONTRACTOR:

_____
Authorized Signature
Print Name:_____
Title:_____

CONSTRUCTION AGREEMENT
FIXED FEE

Date:_____ Date:_____

SCHEDULE (A)

CHANGE ORDER

DESCRIPTION OF WORK

CONTRACTOR NAME:_____

CHANGE ORDER NO.:_____

DATE:_____

Item	Description	Value

CONSTRUCTION AGREEMENT
FIXED FEE

Exhibit "Q"
FIELD DIRECTIVE

TO: DATE:
ATTN:

PROJECT: DIRECTIVE NO.:

ATTACHMENTS:

DESCRIPTION: _____
_____
_____
_____
_____
_____

TOTAL $-

Pursuant to Paragraph 24 of the, Owner directs Contractor as follow:

A. Owner does not authorize Contractor to proceed with the described proposed Changes to the Work. Contractor will submit a Proposal to Owner in conformance with Article 22 of the Agreement within (___) days from the date of this Field Directive. Contractor's Proposal will include all applicable quantities by unit, a detailed, itemized breakdown of all additions and credits to the Cost of the Work allowed under this Agreement to fully perform the proposed Changes to the Work; and any proposed adjustment to the Contract Time and Milestones. Owner will issue either a Change Order or an amended Field Directive to Contractor in the event Owner elects to accept the proposed adjustments to the Contract Price and Contract Time.

B. Owner directs Contractor to proceed with the described Changes to the Work for an □ increase or □ decrease to the Contract Price in the amount of $_____, which will be formally memorialized by Owner's issuance of a Change Order to Contractor. Notwithstanding the foregoing, Contractor will provide written notice of a claim to Owner in strict conformance with Article 51 of the Agreement and await further direction from Owner before proceeding with the Changes to the Work in the event that Contractor does not agree to such adjustment.

C. Owner directs Contractor to proceed immediately with the described Changes to the Work, and to submit a Proposal to Owner in conformance with Article 22 of the Agreement within (___) days from the date of this Field Directive. Contractor's authorization to proceed under this Field Directive □ IS or □ IS NOT subject to a maximum increase in the Contract Price of _____, which may be increased only by an amended Field Directive signed by Owner's representative. Contractor's Proposal will include all applicable quantities by unit; a detailed, itemized breakdown of all additions and credits to the Cost of the Work allowed under this Agreement to fully perform the Changes to the Work; and ; and any proposed adjustment to the Contract Time and Milestones. Owner will issue a formal Change Order to Contractor when the Parties reach an agreement upon the adjustment to the Contract Price and Contract Time.

D. Owner directs Contactor to proceed immediately with the described Changes to the Work on a time and material basis for the actual Cost of the Work incurred by Contractor for those categories of Cost of the Work set forth in this Agreement. Contractor will maintain accurate time and material records. Contractor will submit all time tickets on a weekly basis to the Owner's representative for verification. Owner will issue a formal Change Order equal to the actual increased cost of the Work and increased Contract Time attributable to the Changes to the Work based on the signed time tickets and material invoices, plus the Contractor mark-up as specified in Section 22.3 of the Agreement.

E. Owner directs Contractor to proceed immediately with the described work, with both Parties reserving their rights as to whether the described work above constitutes a Change to the Work. Contractor will maintain accurate time and material records based upon the categories of the Cost of the Work required by this Agreement. Contractor will submit all time tickets on a weekly basis to the Owner's representative for verification. Owner and Contractor will resolve their dispute with respect to the described work in conformance with Article 51 of the Agreement.

F. Owner directs Contractor to proceed immediately with the □ correction or □ removal and replacement of the described Work, which Owner has determined is defective. Contractor will provide written notice of a Claim in strict conformance with Article 51 of the Agreement in the event that Contractor believes in good faith that Owner's determination is incorrect. Contractor's notice will not excuse Contractor from promptly and diligently complying with this Field Directive.

All Work, including Changes to the Work, will be performed in conformance with the Contract Documents. All labor and material referenced above is subject to the applicable portions of the Contract Documents. All costs associated with the described Changes to the Work includes any and all time extensions arising out of or relating to the Field Directive, and therefor constitutes no change to the Contract Time. Contractor will coordinate all all Work in progress with the described Changes to the Work.

Comments: Contract Time and Milestones are not changed as a result of this Field Directive.

Approved: Accepted:

_____	_____	_____	_____
Owner	Date	Contractor	Date

CONSTRUCTION AGREEMENT
COST PLUS with GUARANTEED MAXIMUM PRICE

1. ENTIRE AGREEMENT 1
2. THE WORK 1
3 THE CONTRACT DOCUMENTS 2
4 PLANS, SPECIFICATIONS AND PROJECT MANUAL 3
5 CONTRACT PRICE 3
6 PAYMENT AND PERFORMANCE BONDS 4
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CONSTRUCTION AGREEMENT
COST PLUS with GUARANTEED MAXIMUM PRICE

PROJECT NAME: Wildlight - Curiosity Park; **PROJECT NUMBER:** CN-21-00131 ("Project")

THIS CONSTRUCTION AGREEMENT ("Agreement") is made and entered into this 9th day of December, 2021 by and between the Parties identified as Owner and Contractor in the "**Key Business Terms**," attached to the Agreement as **Exhibit "A"** and incorporated herein by reference. The Project is located at the Site and Property identified in the Key Business Terms.

NOW, THEREFORE, Owner and Contractor, for the premises, the consideration set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. ENTIRE AGREEMENT

1.1 This Agreement evidences the entire, integrated agreement between Owner and Contractor with respect to the Work herein. This Agreement supersedes all prior and contemporaneous written and oral agreements, statements, representations, promises, inducements, and understandings of any type or nature between the Parties. In no event will the Parties be bound by or be liable to each other for any such agreements, statements, representations, promises, inducements, or understandings of any type or nature, except as may be expressly set forth herein. Contractor may accept this Agreement by signing on the signature page or by commencing performance of any of its obligations herein, whichever occurs first.

1.2 **NO CHANGES TO THE WORK, AMENDMENTS OR MODIFICATIONS OF THIS AGREEMENT SHALL BE VALID OR ENFORCEABLE FOR ANY PURPOSE, UNLESS AND UNTIL SUCH CHANGES TO THE WOK, AMENDMENTS, OR MODIFICATIONS ARE SET FORTH IN A WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF OWNER. NO PERSON ACTING FOR OR ON BEHALF OF OWNER WILL HAVE AUTHORITY TO BIND OWNER OR TO OTHERWISE WAIVE OR MODIFY THE REQUIREMENT HEREIN THAT ALL CHANGES TO THE WORK, AMENDMENTS, AND MODIFICATIONS TO THIS AGREEMENT MUST BE IN WRITING AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF OWNER.**

1.3 Before signing this Agreement, and on an annual basis thereafter, Contractor will provide Owner with a copy of the following documents:

a. Evidence that Contractor's business and all applicable contractor, trade, and professional licenses for the State in which the Project is located are effective and in good standing;
b. Evidence that Contractor has sufficient financial resources available to meet its unperformed obligations under the Contract Documents, including but not limited to Contractor's most current financial statement certified by either Contractor's CFO or a licensed CPA in the State where the Project is located;
c. Contractor's list of pending and completed projects; and
d. Contractor's certificate of insurance evidencing that all required insurance remains in place;

2. THE WORK

2.1 Contractor shall fully perform and complete all Work required by the Contract Documents enumerated in Article 3 within the Contract Time. The "Work" consists of the totality of Contractor's obligations under the Contract Documents, including, without limitation, Contractor's obligation to procure, furnish, install, fabricate, or otherwise provide all labor, supervision, services, materials, equipment, supplies, tools, and plant necessary to fully perform, complete, and make operational all the construction indicated in or reasonably inferred by the Contract Documents.

2.2 Contractor warrants and represents to Owner that, in executing this Agreement and undertaking the Work:

2.2.1 Contractor has not relied upon any oral inducement or representation by Owner, Design Professional, or any of their employees, officers, consultants, representatives, or agents as to the scope, nature, character, magnitude, or condition of the Work, Project, or Property; and

2.2.2 Contractor has brought to Owner's and Design Professional's attention in writing all known errors, omissions, ambiguities, and discrepancies in the Contract Documents, and that such errors, omissions, ambiguities, and discrepancies in the Contract Documents have been clarified to Contractor's satisfaction, such that the Contract Documents contain all items necessary for the proper execution and completion of the Work by the Contractor within the Contract Time.

3 THE CONTRACT DOCUMENTS

3.1 The Contract Documents consist of:

3.1.1 Amendments to the Agreement signed by authorized representatives of the Parties contemporaneous with or after they sign the Agreement;

3.1.2 Change Orders signed by authorized representatives of the Parties contemporaneous with or after they sign the Agreement;

3.1.3 Exhibit A - the Key Business Terms;

3.1.4 The Agreement, including the following documents, which are incorporated herein by reference

Exhibit "B" - the Property Description

Exhibit "C" – the Plans and Specifications List

Exhibit "D" - Contractor's insurance requirements

Exhibit "E" - Contractor's unit prices, pricing index, and allowances (as applicable)

Exhibit "F" - Construction Schedule

Exhibit "G" - Draw Schedule

Exhibit "H" - Schedule of Values

3.1.5 The Plans and Specifications identified in the Plans and Specifications List.

3.1.6 Other Contract Documents, if any, identified in Section 3.1.6 of the Key Business Terms

3.2 In the event of an inconsistency, conflict or ambiguity between the various Contract Documents, the Contract Documents will govern in the order listed above

3.3 In the event of any inconsistency, conflict or ambiguity within a particular Contract Document or between the Plans and Specifications, the choice that has the highest cost, best quality, greatest quantity, or most complete performance, as determined by Owner, within will govern.

3.4 Contractor will use and complete the following forms attached to the Agreement as exhibits:

Exhibit "I" - Contractor's signed Internal Revenue Service Form W-9

Exhibit "J" - Application for Payment form

Exhibit "K" - Unconditional Waiver and Release of Lien form

Exhibit "L" - Waiver and Release upon Progress Payment form

Exhibit "M" - Contractor's Progress Payment Affidavit

Exhibit "N" - Waiver and Release of Lien upon Final Payment form

Exhibit "O" - Contractor's final affidavit form

Exhibit "P" – Change Order form

Exhibit "Q" – Field Directive form

3.5 The Contract Documents are complementary. Work required by one Contract Document is required by all Contract Documents. The Work also includes items not expressly shown in the Contract Documents, but routinely provided by experienced contractors performing work of the same general scope, magnitude, and quality as the Work required to achieve the construction results indicated in the Contract Documents.

4 PLANS, SPECIFICATIONS AND PROJECT MANUAL

4.1 Promptly after signing the Agreement, the Parties and Design Professional will initial four (4) sets of the Plans and Specifications (the "Master Set"), which will govern in all matters which arise with respect to the Plans and Specifications.

5 CONTRACT PRICE

5.1 Owner will pay Contractor the Cost of the Work that Contractor pays or is obligated to pay and will pay to subcontractors, suppliers, and vendors promptly upon receipt of payment from Owner, plus the "Contractor's Fee" set forth in Section 5.1 of the "**Key Business Terms.**" The sum of the Cost of the Work, plus Contractor's Fee equals the Contract Price ("Contract Price"). In no event will Owner be obligated to pay Contractor for any portion of the Contract Price that exceeds the Guaranteed Maximum Price set forth in Section 5.1 of the **Key Business Terms**, as may be adjusted only in strict conformance with Section 23 of this Agreement.

5.2 The Cost of the Work means those costs reasonably and necessarily incurred by Contractor in good faith in the proper and timely performance of the Work. Contractor is a fiduciary to Owner with respect to incurring costs and expenses that comprise the Cost of the Work. The Cost of the Work will be at rates not higher than the standard rates paid for like labor, materials, services, equipment, and suppliers in the general location of the Project, except with the prior written consent of Owner. The Cost of the Work shall include only the items expressly set forth in this Section, without duplication, or otherwise identified as a reimbursable cost in this Agreement.

5.2.1 Labor Costs: Actual wages of construction workers directly employed by Contractor to perform the Work at the Site, or, with the Owner's consent, at off-Site work locations.

5.2.2 Staff Costs: Actual wages or salaries of Contractor's supervisory, management, and administrative personnel assigned to the Site and performing tasks related to the Work.

5.2.3 Costs paid or incurred by Contractor for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements, and for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations, and pensions (excluding merit bonuses and profit sharing), provided such costs are based on wages and salaries included in the Cost of the Work under subsections 5.2.1 and 5.2.2 above.

5.2.4 Subcontractor Costs – Payments made by the Contractor or that will, upon receipt of payment from Owner, be paid to subcontractors in conformance with the requirements of an applicable subcontract agreement entered into in furtherance of this Agreement.

5.2.5 Costs of Materials and Equipment Incorporated in the Completed Construction – Costs, including the purchase price, transportation, delivery, and storage of materials and equipment that will be incorporated into the completed construction.

5.2.6 Costs of other Materials and Equipment, Temporary Facilities and Related Items – Costs, including the purchase price, transportation, delivery, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers, which are provided by the Contractor at the Site and used in the performance of the Work; less salvage value on any such items not fully consumed, whether sold to others or retained by Contractor.

5.2.7 Miscellaneous Costs:

5.2.7.1 That portion of the premiums paid by Contractor directly attributable to (1) Contractor's purchase of insurance required by the Contract Documents, and (2) Contractor's purchase of payment, performance, and lien transfer bonds, if required by the Contract Documents.

5.2.7.2 Sales, use, and similar taxes imposed by a governmental authority that are related to the Work and for which the Contractor is liable.

5.2.7.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Contractor is required by the Contract Documents or the Applicable Laws to procure.

5.2.7.4 Other costs incurred in the proper and timely performance of the Work if, and to the extent pre-approved by Owner, in writing.

5.2.7.5 Costs incurred by Contractor in taking reasonable actions before or during an emergency to protect the health, safety, and welfare of persons and property or to prevent or mitigate damage, injury, or loss to the Work; but only if and to the extent that the emergency is not caused by or was capable of being prevented by Contractor or any of its subcontractors, suppliers, or vendors, or anyone for whom any of them are responsible.

5.3 The Cost of the Work excludes:

5.3.1 Expenses of Contractor's principal offices and offices other than the Site office, including the wages and salaries and other compensation of Contractor's personnel stationed at any such offices, other that Site office, unless expressly identified section 5.4.1 of the **Key Business Terms,** or as otherwise approved by Owner in writing and then only to the extent that such personnel are providing services exclusively for the benefit of Owner and the Project.

5.3.2 Overhead and general expenses, except as expressly included in this agreement.

5.3.3 Contractor's capital expenses, including interest on the Contractor's capital employed for the Work.

5.3.4 Costs due to the negligence, willful misconduct, fault, or failure to comply with the requirements of the Contract Documents by Contractor, or any of its subcontractors, suppliers, or vendors, or by anyone directly or indirectly employed by any of them, or for whom any of them may be liable, including but not limited to cost to correct damaged, defective, or nonconforming Work, dispose and replace materials and equipment incorrectly ordered or supplied, and making good damage to property not forming part of the Work, other than routine and customary punchlist items.

5.3.5 Any cost not specifically and expressly described in this agreement.

5.3.6 Costs which would cause the Guaranteed Maximum Price, if any, to be exceeded.

6 PAYMENT AND PERFORMANCE BONDS

6.1 If required by Section 6.1 of the **Key Business Terms**, Contractor will provide Owner with performance and payment bonds (the "Bonds") with penal sums equal to the GMP with the signing of the Agreement on forms acceptable to Owner. The Bonds will be signed by Contractor, as principal, and a reputable commercial surety, as surety. The surety will be licensed by the Insurance Commissioner for the State of Florida, and it will have an A.M. Best Rating of not less than "A-". In no event will Owner be responsible for directly or indirectly reimbursing Contractor for subcontractor default, or SubGuard insurance, if a Contractor performance bond is provided.

6.2 The Bonds will expressly waive notice to the surety of all Changes to the Work; provided, however, Contractor will obtain the surety's written consent to each Change to the Work if and when the net aggregate value of all Changes to the Work equals or exceeds twenty percent (20%) more than the original GMP. Contractor's pricing

of Changes to the Work may include a separate markup for the Bonds equal to the actual premium that Contractor pays to increase the penal sum for such Bonds to account for Changes to the Work, less any discounts or rebates available to Contractor, regardless of when such discounts or rebates are issued.

6.3 The performance Bond will incorporate the terms and conditions of the Contract Documents and guarantee to Owner and any duel obligee(s) identified by Owner, the full and timely performance of all of Contractor's obligations under the Contract Documents, including without limitation, Contractor's warranty obligations and Contractor's obligations with respect to liquidated and actual delay damages. The performance Bond will remain in full force and effect through the applicable statute of limitations period.

6.4 The payment Bond will be unconditional and comply with the requirements of Fla. Stat. §713.23 to exempt the Property from all claims of lien and liens recorded by potential lienors contracting directly or indirectly with or through Contractor. In no event will a conditional payment bond be acceptable. Contractor will furnish a true copy of the payment bond to any subcontractor, supplier, or vendor of any tier who requests a copy of the payment bond from Contactor or the Surety.

7 CONTRACT TIME

7.1 **TIME IS OF THE ESSENCE AS TO CONTRACTOR'S OBLIGATIONS UNDER THIS AGREEMENT**. All time is based upon calendar days, unless expressly indicated otherwise.

7.2 **Notice of Commencement**: No more than ninety (90) days before Contractor physically commences Work at the Site, Contractor, as Owner's authorized agent for purposes of carrying out the obligations herein, will file in the public records for the County where the Project is located a Notice of Commencement that conforms in all respects with the requirements of Fla. Stat. Code § 713.13 and provides an expiration date no earlier than ninety (90) days after the Substantial Completion Date.

7.2.1 In the event that a payment bond is required by Section 6.1 of the **Key Business Terms**, the Notice of Commencement will attach a true and correct copy of such payment bond.

7.2.2 Within two business days of filing the Notice of Commencement, Contractor will deliver to Owner a true and correct copy of the Notice of Commencement stamped by the clerk of the court's office as "filed."

7.2.3 Contractor will post either a certified copy of the Notice of Commencement or a notarized statement that the Notice of Commencement has been filed for recording along with a copy thereof in a conspicuous location at the Site.

7.2.4 In the event that Owner terminates this Agreement for cause, or Contractor abandons the Work, the surety will be responsible for re-filing the Notice of Commencement and meeting the requirements of this Section 7.2 before recommencing performance of the Work.

7.3 **Commencement of Work:** The Contractor shall commence the Work within ten (10) calendar days after the Commencement Date set forth in Section 7.3 of the **Key Business Terms**. In no event will Contractor commence Work before the Commencement Date.

7.4 **Milestones:** The Contractor will achieve the milestones no later than the applicable dates or times indicated in Section 7.4 of the **Key Business Terms**, as may be adjusted only in strict conformance with the Article 23 of the Agreement.

7.5 **Contract Time:** The Contractor will achieve Substantial Completion (as hereinafter defined) of the entire Work no later than the expiration of the Contract Time set forth in Section 7.5 of the **Key Business Terms**, as may be adjusted only in strict conformance with the Article 23 of the Agreement.

7.6 **Final Completion Date**: The Contractor will achieve Final Completion (as hereinafter defined) of the Work within the time required by the Certificate of Substantial Completion of the entire Work (the "Final Completion Date"),

unless Contractor requests and Owner grants, in its sole discretion, a time extension to the Final Completion Date for good cause shown.

8 PERMITS AND LICENSES

8.1 Owner will procure and pay for all performance, maintenance, and warranty bonds, if any, required by the municipality or County in which the Project is located, or by any other public entities with jurisdiction over the Project, or any public or private utilities. Contractor will cooperate with and assist Owner by providing all the information, certificates, acknowledgements, notices, and materials (including without limitation as-built drawings and inspection reports and certifications) required by Owner to prepare and submit the bond applications and to subsequently obtain a discharge of such bonds.

8.2 Contractor will procure and pay for all building, ground-breaking, demolition, street closing, and other similar permits, certificates, and approvals related to the Work that are commonly procured by contractors in the general vicinity of the Project.

8.3 Contractor represents and warrants that it and all of its subcontractors are authorized, qualified, and, to the extent required by the Applicable Laws (as defined below), licensed and in good standing to perform the Work in accordance with all applicable requirements of all federal, state, and local governmental entities, agencies, and utilities having jurisdictions over this Project.

9 MATERIALLY DIFFERING SITE CONDITIONS

9.1 Contractor acknowledges that it either visited the Site or that it had a reasonable opportunity to visit the Site, for the purpose of conducting a reasonable inspection of the physical conditions of Site before entering into this Agreement. Contractor further acknowledges that it either carefully reviewed or that it had a reasonable opportunity to carefully review the geotechnical report for the Site, if any, and all other information provided to or available to Contractor in relation the Site. Contractor's failure to acquaint itself with all reasonably discoverable physical conditions of the Site will not relieve it from the responsibility for properly estimating either the difficulties or the costs of successfully performing its obligations under this Agreement based upon those conditions that would have been discovered upon a reasonable inspection of the Site and a careful review of all information provided to Contractor or available to Contractor.

9.2 Contractor will immediately stop all Work in the affected area in the event that Contractor encounters conditions in the performance of the Work that are unknown, undiscoverable upon a reasonable inspection, and subsurface, latent, or otherwise concealed physical conditions (1) which differ materially from those physical conditions affirmatively indicated in the Contract Documents, or (2) which are both unusual and differ materially from those physical conditions ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents. Contractor will provide written notice to Owner within two (2) days of the first discovery of the conditions by Contractor or anyone for whom it is responsible, and in any event, before such conditions are disturbed from the conditions existing immediately after discovery. Contractor will not resume performing Work in the affected area, until Owner investigates the conditions and directs Contractor in writing to resume Work in the affected areas. Owner will, as promptly as practicable, investigate such conditions. Owner will issue a Change Order to adjust the Contract Price or Contract Time accordingly if it determines that such conditions are materially different site conditions under this Section to the extent that such conditions cannot be avoided or mitigated and will cause Contractor to incur an increase or decrease in the direct Cost of the Work or the Contract Time or both. In no other event will Owner be liable to Contractor for an adjustment to either the GMP or the Contract Time based upon physical conditions of the Site. Contractor waives any Claim that it could otherwise make for an increase to the GMP or Contract Time or both due to Contractor's failure to strictly comply with this Article 9 or due to Contractor's failure to identify conditions pursuant to Section 9.1, which are a basis for the request for an adjustment to the GMP or Contact Time or both.

10 CONFIDENTIALITY

10.1 Contractor acknowledges that all data, plans, processes, methods, techniques and other information or materials furnished or made available to Contractor by Owner, are owned, as between Owner and Contractor, exclusively by Owner. Contractor further acknowledges and agrees that any such information or materials which are not available to the public at large (collectively, "Confidential Information") shall for all purposes be regarded by Contractor and its subcontractors, suppliers, and vendors, and the employees, agents, and representatives of any of them, as strictly confidential. The existence of this Agreement and Owner's retention of Contractor will also constitute Confidential Information. Confidential Information may be disclosed in documentary or other tangible form, electronically, orally or by visual inspection. Except as required in the performance of the Work, neither Contractor nor any of its subcontractors, suppliers, or vendors, or the employees, agents or representatives of any of them, will redistribute, market, publish, disclose or divulge to any other person, firm or corporation, or use or modify for use, directly or indirectly in any way for anyone, any such Confidential Information, without the express prior written consent of Owner.

10.2 Contractor's obligations under this Section 10 with regard to Confidential Information shall be in effect at all times during the performance of the Work and shall continue: (i) with regard to each item of Confidential Information which constitutes a trade secret under the Applicable Laws, for such time as such item shall continue to constitute a trade secret under the Applicable Laws; and (ii) with regard to each item of Confidential Information other than trade secrets, for a period of three (3) years following return of such item to Owner.

10.3 Information shall not constitute Confidential Information which (i) was known to Contractor prior to the date of disclosure by Owner as evidenced by Contractor's written records; (ii) is in or becomes in the public domain by reason other than a breach of this Covenant; or (iii) legally comes into Contractor's possession without an obligation of confidentiality through channels independent of Contractor.

10.4 The terms and covenants of this Section 10 will survive expiration or termination of this Agreement. Upon such expiration or termination, Contractor agrees to immediately return to Owner any and all tangible or written expressions of all Confidential Information or proprietary information of Owner in the possession of Contractor or any of its employees or agents.

11 NO PROMOTION

11.1 Contractor shall acquire no right under this Contract to use, and shall not use, the name, logo, or any mark of Owner, or those of Owner's parent, affiliates, divisions and subsidiaries, any division or project of Owner, in any of Contractor's advertising, publicity, or promotion to express or imply any endorsement by Owner of Contractor's Work or in any other manner whatsoever without Owner's prior written consent, which may be withheld in Owner's sole discretion. Contractor will not use photographs or depictions of the Project or any other portions of Owner's development for advertising or promotional purposes, and Contractor will not advertise or promote itself as being involved in the Project without Owner's prior written permission in Owner's sole discretion.

12 SUBSTANTIAL COMPLETION

12.1 Unless provided for otherwise in Section 12.1 of **the Key Business Terms**, Contractor will achieve substantial completion of the entire Work ("Substantial Completion") when the work is complete except for minor punch list items and available for Owner's beneficial occupancy and use for its intended purpose.

12.2 In no event will Substantial Completion occur until all applicable governmental agencies having jurisdiction over the Work have issued either an unconditional Certificate of Completion or unconditional Certificate of Occupancy with respect to the Work or the equivalent, including landscaping and common areas (as applicable), unless withheld due solely to causes beyond the control or fault of Contractor. Notwithstanding anything to the contrary contained herein, Contractor shall be responsible for obtaining the unconditional Certificate of Completion or unconditional Certificate of Occupancy or the equivalent (whichever is applicable) with respect to the Work, unless withheld due solely to causes beyond the control or fault of Contractor. Owner shall comply with all of its obligations required by the issuing authority in order to enable the Contractor to obtain such Certificate(s).

13 LIQUIDATED DAMAGES

13.1 Contractor acknowledges that Owner will be severely damaged in the event that Contractor fails to achieve Substantial Completion within the Contract Time. Owner's damages may include, without limitation, lost revenues, profits, rent, and income, and additional and extended costs for contract administration, financing, insurance, rental, storage, and relocation. Contractor will be liable to Owner for Liquidated Damages if applicable to this Agreement, as indicated in Section 13.1 of the **Key Business Terms**.

14 ACCEPTANCE OF WORK

14.1 Contractor will schedule all final inspections required by governing authorities with jurisdiction and utilities.

14.2 Contractor will prepare a proposed detailed punchlist identifying all Work known by Contractor or its subcontractors to be incomplete, defective, or non-conforming, which Contractor will provide to Owner in both a physical and an electronic form with Contractor's written notice when Contractor considers the entire Work to have achieved Substantial Completion. Contractor will prepare and provide Owner with a similar proposed detailed punchlist and written notice if and to the extent that Owner agrees in writing, in its sole discretion, to accept Substantial Completion of a portion or a phase of the Work in advance of Substantial Completion of the entire Work.

14.3 Owner and Design Professional or a designated consultant, will inspect the Work after Contractor's completion of its obligations under Article 14.2, to determine if Contractor achieved Substantial Completion. Owner will notify Contractor of Owner's determination as follows:

14.3.1 In the event Owner determines that Contractor has not achieved Substantial Completion, Owner's notice to Contractor will identify all incomplete, non-conforming, and defective Work that precludes Substantial Completion. Contractor will promptly complete and correct all such Work before providing a renewed notice under this section.

14.3.2 In the event Owner determines that Contractor achieved Substantial Completion, Owner's notice will either approve Contractor's proposed punchlist or include a revised comprehensive punchlist, which will include all Work known at that time by Contractor and its subcontractors, Owner, and Design Professional to be incomplete, defective, or non-conforming (the "Punchlist").

14.4 Contractor will employ a dedicated punchlist crew, whose sole responsibility will be to promptly and diligently commence and complete and correct all items on the Punchlist. Failure to include an item on the Punchlist will not alter Contractor's responsibility to promptly and diligently complete and correct all Work so that it conforms to the Contract Documents, nor preclude Contractor, Owner, Design Professional, or any person designated by Owner from supplementing the Punchlist any time before Final Completion.

14.5 All workmanship and materials provided by Contractor shall be subject to the approval of the Owner, the Design Professional, and the governmental agencies and utilities that are responsible for inspecting and/or accepting the Work. In no event will Owner's approval of the Work be considered acceptance of any incomplete, defective, or non-conforming Work that is not expressly identified with particularity and accepted by Owner in a written Change Order signed by an authorized representative of Owner.

14.6 Contractor will notify Owner in writing when Contractor has completed all items on the Punchlist. Owner and Design Professional or a designated consultant, will inspect the Work thereafter to determine if Contractor achieved Final Completion. Owner will notify Contractor of Owner's determination. In the event Owner determines that Contractor has not achieved Final Completion, Owner's notice to Contractor will identify all items on the Punchlist that preclude Final Completion. Contractor will promptly complete and correct all such items before providing a renewed notice under this section.

15 EXTENSION OF TIME

15.1 Contractor may be entitled to an extension of the Contract Time in the event of delay to the planned critical path activities on the then most current update to the Construction Schedule due solely to Owner ordered Changes to the Work; Owner ordered Suspension; any acts or omissions of Owner or Design Professional, or any employee, consultant, representative, or agent of any of them; a Force Majeure Event (as defined in Section 15.5); an Abnormal Adverse Weather Conditions (as defined in Section 15.4); a Differing Site Condition; or other causes that are beyond the control and without the fault or negligence of Contractor or any of its subcontractors, suppliers, or vendors of any tier, or any of the employees, consultants, representatives, or agents of any of them.

15.2 Contractor will only be entitled to a time extension under Section 15.1 if and to the extent that it provides Owner with written notice of the existence of the delay and written submission of the following information within the time periods set forth in Sections 15.3 or 15.4, as applicable:

15.2.1 Nature of the delay

15.2.2 Cause of the delay;

15.2.3 Date that the delay first started;

15.2.4 Actual or estimated length of the delay;

15.2.5 A copy of the most current update to the Construction Schedule that immediately preceded the start of the delay;

15.2.6 Identification of the specific critical path activities on the then current update to the Construction Schedule impacted by the delay; and

15.2.7 Recommended actions to avoid or minimize the effects of the delay.

Contractor acknowledges that Owner will be prejudiced by Contractor's failure to provide both the written notice and the written submission of such information within the time periods set forth above. Contractor's failure to provide such written notice and information within the times indicated will waive any claim that Contractor could otherwise make for a time extension due to such delay.

15.3 Other than a claim for a time extension due to an Abnormal Adverse Weather Condition, Contractor will provide Owner with (1) written notice of the existence of the delay within seventy-two (72) hours after the start of the delay, and (2) written submission of the information required by Section 15.2 within seven (7) days after the start of the delay.

15.4An Abnormal Adverse Weather Condition occurs when the adverse weather conditions actually occurring at the Site for a particular calendar month are more severe than the adverse weather conditions that occurred at the National Oceanic and Atmospheric Administration's weather reporting station closest to the Site for the same calendar month during the previous ten (10) year period ("Abnormal Adverse Weather Condition"). To make a claim for a time extension due to Abnormal Adverse Weather Conditions, Contractor must provide Owner with (1) written notice of such claim within three (3) days of the date that the adverse weather conditions became abnormal, and (2) written submission of the information required by Section 15.2, along with (i) Contractor's daily reports documenting the actual weather conditions at the Site and (ii) the weather records of the National Oceanic and Atmospheric Administration's weather reporting station closest to the Site for the same calendar month during the previous ten (10) year period, within seven (7) days after the end of the month during which the Abnormal Adverse Weather Conditions occurred. Adverse weather conditions which do not meet the criteria set forth herein will not be cause for a time extension.

15.5 A force majeure event occurs when there is a delay to the planned critical path activities on the then most current update to the Construction Schedule due solely to fire, flood, landslide, sinkhole, hurricane, tornado or other unanticipated act of God, malicious mischief, theft, strike or lockout (other than by workers on this Project), national or regional shortages of material, or war, injunction, unusual delays in approval by a governing authority with jurisdiction, or other unanticipated act of Governmental; provided Contractor and its

subcontractors, suppliers, and vendors of any tier, and the employees, consultants, representatives, agents of any of them, did not cause or contribute to such event, and Contractor and its subcontractors, suppliers, and vendors of any tier, and the employees, consultants, representatives, agents of any of them use best efforts to timely avoid or mitigate the effects of such event ("Force Majeure Event").

15.6 Contractor will not be entitled to an increase in the GMP or any additional compensation from Owner and hereby waives any claim due to delay from any cause whatsoever, other than a delay caused solely by an Owner ordered Change to the Work or Owner ordered Suspension of the Work for reasons not wholly or partly attributable to Contractor, including without limitation additional compensation due to additional direct costs, extended or additional general conditions costs, lost profits, Site office overhead and expenses, home office overhead and expenses, and any other economic loss that Contractor may incur by reason of such delay. Contractor's right to a time extension will be Contractor's sole remedy in the event of a delay, other than a delay due solely to an Owner ordered Change to the Work or an Owner directed Suspension of the Work.

16 APPLICATION FOR PAYMENTS AND PROCEDURES

16.1 Before signing the Agreement

16.1.1 Contractor and Owner jointly prepared the "**Draw Schedule**", which is attached to this Agreement as **Exhibit "G"** (the "Draw Schedule"), as an estimate of the anticipated monthly draw amounts that Contractor will request from Owner during the progress of the Work.

16.1.2 Contractor prepared the "**Schedule of Values**" attached to this Agreement as **Exhibit "H"** (the "Schedule of Values"), which Contractor represents to Owner is a true and accurate accounting of the Cost of the Work broken down to discrete work activities for each discrete trade. Upon Owner's written request, Contractor will provide Owner with documents substantiating the accuracy of the Schedule of Values.

16.2 Owner may use the Draw Schedule and the Schedule of Values as a basis for reviewing and paying Contractor's Applications for Payment of a progress or final payment; provided, however, in no event will Owner be obligated to pay Contractor more than the GMP or the actual Cost of the Work incurred by Contractor through the last day upon which the Application for Payment is based.

16.3 On a monthly basis, Contractor may submit an "**Application for Payment**" to Owner for a progress payment in the form attached hereto as **Exhibit "I"** (the "Application for Payment"), along with all other information and documents required by Section 16.6 or otherwise requested by Owner to substantiate Contractor's right to a progress payment, on or before the twenty-fifth (25th) day of the calendar month (the "Application Date") for materials properly stored and Work properly completed during the one month period commencing on the first (1st) day of the month and reasonably estimated to be complete by the last day of the month.

16.4 Contractor's submission of each Application for Payment to Owner for a progress or final payment is a representation by Contractor to Owner that all Work indicated therein is complete and in conformance with the Contract Documents.

16.5 Contractor will calculate the progress payment requested in each Application for Payment, as follows:

16.5.1 The current value of the Work, which will equal the lowest value of materials properly stored and Work properly completed and in place based upon:

16.5.1.1 The percentage and value of materials properly stored and Work properly completed and in place based upon the Schedule of Values;

16.5.1.2 The projected percentage and projected value of materials properly stored and Work properly completed and in place based upon the Draw Schedule;

16.5.1.3 The value of materials properly stored and Work properly completed and in place based upon actual Cost of the Work incurred by Contractor through the last date of the month,

which Contractor has either paid or intends in good faith to pay upon receipt of Payment from Owner, along with copies of invoices, pay requests, and vouchers from subcontractors, suppliers, and vendors to substantiate the Cost of the Work incurred that pay period;

16.5.2 Less retainage on the current value of the Work

16.5.3 Less the amount Owner has paid Contractor through the Application Date, plus any anticipated payments from Owner to Contractor through the last date of the month;

16.6 Owner's obligation to review and process each Application for Payment of a progress payment is subject to Contractor providing the following documents, which are absolute conditions precedent to Owner's obligation to make such progress payment to Contractor:

16.6.1 A notarized "**Waiver and Release of Lien Upon Progress Payment**" signed by Contractor in the form attached hereto as **Exhibit "L"**;

16.6.2 A notarized "**Unconditional Waiver and Release of Lien**" in the form attached hereto as **Exhibit "K"**, signed by each first -tier and, if directed by Owner, lower tier subcontractor, supplier, and vendor whose portion of the Work was included and paid in the previous Application for Payment;

16.6.3 Contractor's signed and notarized "**Progress Payment Affidavit**" in the from attached hereto as **Exhibit "M"**, setting forth all outstanding and unpaid bills for Work or materials which have been incurred on the Project to date;

16.6.4 Contractor's updated Construction Schedule; and

16.6.5 Such other evidence of performance of the Work, the costs thereof and the payment therefore as Owner may deem necessary or desirable, all in a form and content acceptable to Owner.

16.7 Owner's payment of any Application for Payment for a progress or final payment shall not constitute acceptance of defective, non-conforming, or incomplete Work.

16.8 Contractor's failure to properly prepare and support an Application for Payment for a progress or final payment, including requesting payment for Work not performed or failure to include all the information and documents required by Owner, may result in Owner returning the Application for Payment to Contractor without review for Contractor's correction and resubmission to Owner.

17 PROGRESS PAYMENTS

17.1 Owner will review and notify Contractor within fifteen (15) days of the date that Owner receives a properly prepared Application for Payment, and all information and documents required by Section 16, whether the payment requested is approved or rejected, in whole or in part. Owner's notice will indicate the amount and basis for rejecting all or any part of the Application for Payment.

17.2 Owner will pay to Contractor an amount equal to ninety percent (90%) of the net amount approved, after deducting any sums withheld by Owner under Section 18 of the Agreement or otherwise due Owner as a credit, backcharge, or set-off, within thirty (30) days of Owner's receipt of each properly prepared and supported Application for Payment. The remaining ten percent (10%) constitutes "Retainage."

17.2.1 Upon Contractor's request, Owner may, at its sole discretion, release a portion of the retainage to Contractor to be paid to one or more identified subcontractors who fully and properly complete their portion of the Work before the overall progress of the Work is fifty (50%) percent complete.

17.2.2 The remaining retainage will be released to Contractor when a certificate of Substantial Completion is fully signed by Owner and Contractor, less a holdback of retainage equal to two hundred (200%) of the value of the items in the punchlist, as determined be Owner, which will be paid to Contractor in the Final Payment, less any credits, setoffs, or deductions that Owner is entitled to take.

17.3 Owner may, at its sole and absolute discretion, and without obligation, make joint or direct payments to subcontractors, suppliers, vendors, and workers, of any tier, for labor, materials, equipment, and services provided in connection with the Work, in which event such payments will be credited against the Contract Price and deducted from the GMP.

18 WITHHOLDING PAYMENT TO CONTRACTOR

18.1 Owner may withhold its approval of an Application for Payment of a progress or final payment, or withdraw an approval previously given, in whole or in part, if and to the extent that Owner determines, in its sole and absolute discretion, that such action is prudent to protect Owner from loss or damage due to:

18.1.1 Failure of the Contractor to carry out the Work in conformance with the Contract Documents;

18.1.2 Defective Work not remedied;

18.1.3 Claims filed or reasonable evidence indicating the probable filing of such claims;

18.1.4 Failure or alleged failure of Contractor to pay subcontractors, suppliers, vendors, or others of any tier, providing labor, materials, equipment, or services in relation to the Work, in accordance with their agreements with Contractor;

18.1.5 Failure of Contractor to satisfy all conditions precedent to payment, including without limitation Contractor's failure to provide an updated Construction Schedule and required lien waivers and releases;

18.1.6 Reasonable evidence that the Work will not be completed within the GMP;

18.1.7 Damage to Owner or others, including without limitation, the Design Professional, a Separate Contractor, neighboring property owners, tenants, invitees, licensees, and trespassers;

18.1.8 Reasonable evidence that the Work will not be completed with the Contract Time;

18.1.9 Failure to transfer claims of lien from the Property;

18.1.10 Failure of Contractor to submit any information required by this Agreement.

18.2 Contractor shall not stop Work pending resolution of a dispute between Owner and Contractor.

19 FINAL PAYMENT

19.1 Upon achieving Final Completion, Contractor will submit an Application for Payment to Owner for final payment on the **"Application for Payment"** form attached to the Agreement as **Exhibit "J"**, along with all documents required by Section 19.2 or otherwise requested by Owner to substantiate Contractor's right to final payment.

19.2 Owner's obligation to review and process the Application for Payment of final payment is subject to Contractor providing the following documents, which are absolute conditions precedent to Owner's obligation to make such final payment to Contractor:

19.2.1 Contractor's final accounting signed by Contractor's CFO or a CPA;

19.2.2 Contractor's notarized waiver and release of lien upon final payment signed by Contractor on the **"Waiver and Release Upon Final Payment"** form attached to the Agreement as **Exhibit "N"**;

19.2.3 Notarized unconditional final waivers and releases of lien signed by all first tier, and, if directed by Owner, lower tier subcontractors, suppliers, and vendors on the **"Waiver and Release Upon Final Payment"** form attached to the Agreement as **Exhibit "N"**;

19.2.4 Contractor's certification to Owner that the Project has been fully completed in conformance with the Plans and Specifications

19.3 Owner will pay the unpaid balance of the Contract Price or the GMP, whichever is less, to Contractor within thirty (30) days after all of the following absolute conditions precedent to Owner's obligation to make final payment are satisfied:

19.3.1 Contractor achieves Substantial Completion of the Work as defined in Article 12;

19.3.2 Contractor completes all items on the Punchlist as provided for in Article 14;

19.3.3 Owner approves Contractor's Application for Final Payment;

19.3.4 Owner approves Contractor's final accounting:

19.3.5 Contractor assigns to Owner all subcontractor and manufacturer warranties not already issued in Owner's name;

19.3.6 Contractor makes final payment to all subcontractors, suppliers, vendors, and workers of any tier;

19.3.7 Contractor provides Owner with a notarized Contractor's final affidavit that complies in every respect with Fla. Stat. §713.06 on **"Contractor's Final Affidavit"** form attached to the Agreement as **Exhibit "O"**;

19.3.8 Completion of "As-Built" Plans showing the completed Project and the location of all easements and encroachments, if any, and showing all approved conditions, utility locations, certified by a licensed Florida land surveyor. Contractor shall furnish to Owner, as a Cost of the Work, four (4) sets of "As-Built" Plans certified by Contractor to be true and correct.

19.4 Acceptance of the Work as achieving Final Completion will not constitute acceptance of any defective, incomplete, or non-conforming Work or improper materials or workmanship or waiver of any claim which Owner may have under the Contract Documents or under the Applicable Laws; unless expressly identified with particularity and acknowledged by Owner in a written Change Order signed by an authorized representative of Owner.

19.5 Owner may, in its sole and absolute discretion, agree to make Final Payment to Contractor before Contractor completes all items on the Punchlist, in which event Owner will have the right to withhold an amount equal to two hundred percent (200%) of the estimated cost to complete all incomplete, nonconforming, and defective Work, as determined by Owner.

20 AGREEMENT TO CORRECT DEFECTIVE WORK

20.1 In addition to any other warranty obligation owed to Owner by contract or law, Contractor will promptly and diligently upon its discovery or its receipt of Owner's notice, whichever occurs first, and, at Owner's option, correct, complete, or remove and replace ("Remediate") all Work found to be defective, non-conforming, or incomplete ("Defects"), whether discovered before or after Substantial Completion. Contractor will commence to Remediate Defects identified by Owner as an emergency, involving the building envelope, or any plumbing, electrical, air conditioning, fire protection, or other utility services no more than twenty four (24) hours after Contractor's discovery or receipt of Owner's notice thereof. Contractor will commence to Remediate all other Defects no more than ten (10) days after Contractor's discovery or receipt of Owner's notice thereof. Owner may, but shall not be required to, Remediate Defects at Contractor's cost in the event Contractor fails to commence and thereafter diligently continue to Remediate any Defect within the times indicated until fully Remediated. Owner may also, but shall not be required to, Remediate Defects at Contractor's cost, without prior notice to Contractor, in the event that Owner determines that a Defect poses an unreasonable risk of harm to person, property, or its economic interests. Contractor shall immediately pay the expenses incurred by Owner to Remediate any Defects.

20.2 Contractor's corrective Work will conform in all respects with the Contract Documents. All costs related to the Remediation of Defects, including but not limited to the cost to uncover, remove, replace, and reinstall equipment and materials to gain access to the Defects or damaged during the Remediation Work will be borne

by Contractor. Contractor's Surety will expressly guarantee full and timely performance of Contractor's warranty obligations herein.

20.3 Contractor's obligation to Remediate Defects will in no event establish a limitation period for Contractor's other obligations under the Contract Documents, including without limitation its obligation to perform the Work in conformance with the Contract Documents.

21 CHANGES TO THE WORK

21.1 Owner may, at any time, without invalidating this Agreement, and without notice to the Surety, if any, make changes within the general scope of the Work ("Change(s) to the Work"). To be effective, all Changes to the Work must be memorialized by a change order signed by Owner and Contractor ("Change Order") on the **"Change Order"** form attached hereto as **Exhibit "P"** and signed by an authorized representative of Owner.

21.2 Changes to the Work may be accomplished after the Parties sign this Agreement, by Amendment, Change Order, or Field Directive.

21.3 Contractor will make no Change(s) to the Work unless and until Owner authorizes Contractor to make such Change(s) to the Work by a written Change Order or Field Directive signed by Owner in accordance with, and in strict compliance with, the requirements of the Contract Documents. No person acting for or on behalf of Owner will have authority to modify or waive this requirement, which is an essential term of the Agreement.

21.4 Contractor will proceed promptly to perform all Changes to the Work upon receipt of either a Change Order or a Field Directive signed by Owner, unless provided for otherwise therein.

21.5 No claim that Owner has expressly or impliedly accepted alterations or additions to the Work, or that the Owner has been unjustly enriched by any alteration or addition to the Work, whether or not there is in fact any unjust enrichment, shall be the basis for any claim to an increase to the GMP or Contract Time or both.

21.6 In no event will Contractor be entitled to an adjustment of the GMP or Contract Time or both on the basis that a Change to the Work is necessitated by Contractor's failure to familiarize itself with the Applicable Laws or the practices of any governing authority with jurisdiction over the Project or the Work.

22 CHANGE REQUEST

22.1 Contractor shall, within fourteen (14) calendar days following receipt of a written change request or, if applicable, within the time set forth in a Field Directive from Owner (the "Change Request"), submit to Owner a written proposal for fully performing the proposed change to the Work ("Contractor's Proposal"). Contractor's Proposal will include all time and cost affects, if any, arising out of or relating to the proposed change to the Work.

22.2 Contractor's Proposal will set forth in detail Contractor's best estimate of the actual increases and decreases to the direct Cost of the Work and a proposed net adjustment to the GMP, if any, to carry out the proposed changes to the Work for the following all cost categories:

- 22.2.1 Materials, quantities and unit prices, if applicable;
- 22.2.2 Labor man hours and wages by trade;
- 22.2.3 Equipment type and size and rental rate;
- 22.2.4 Subcontract cost with backup detail for such items.

22.3 Contractor's sole markup for all net additive Changes in the Work shall be limited to the markups identified in Section 22.3 of the **Key Business Terms**. The amount of credit for net deductive Changes in the Work will be actual net decrease to the Cost of the Work, as supported by Contractor and confirmed by Owner.

22.4 Contractor's Proposal will identify in detail Contractor's best estimate of the actual increases and decreases to the Contract Time, and a proposed net adjustment to the Contract Time, if any, to carry out the proposed changes to the Work, along with providing the following information:

22.4.1 The duration of time to perform the proposed changes to the Work;

22.4.2 Identification of all necessary predecessor and successor activities to the performance of the proposed change to the Work, along with a description of their logic relationship to the proposed changes to the Work, such as start to start, start to finish, and finish to finish, along with any lag time;

22.4.3 Dates on the most current update to the Construction Schedule when Contractor anticipates commencing and completing performance of the proposed changes to the Work;

22.4.4 All activities in the most current update to the Construction Schedule that will be affected in any way by the proposed changes to the Work;

22.4.5 All critical path activities in the most current update to the Construction Schedule that will be delayed or accelerated by the proposed changes to the Work;

22.4.6 Contractor's proposed revisions to the most recent update to the Construction Schedule, including changes in logic, durations, and relationships between activities in and activities added to or deleted from the most recent update to the Construction schedule; and

22.4.7 Demonstrate to Owner's satisfaction of the extent, if any, to which the proposed changes to the Work will cause Contractor to accelerate or to delay critical path activities on the most current update to the Construction Schedule.

22.5 Owner may issue a Field Directive to Contractor in the event Owner decides to proceed with any Changes in the Work before Owner accepts Contractor's Proposal, regardless of whether Owner has received Contractor's Proposal, and whether the time period for pricing the proposed changes to the Work has expired.

22.6 If Contractor fails to submit Contractor's Proposal to Owner within the time period for pricing the proposed Changes to the Work, Owner may issue a Change Order to Contractor for the Changes to the Work, setting forth Owner's estimate of the adjustments to the GMP or Contract Time or both resulting from the Changes to the Work, which will be binding on Contractor, without further negotiation.

23 CHANGE ORDERS

23.1 A Change Order is a written order prepared by Owner and signed by Contractor and Owner after execution of the Agreement, memorializing their full and final agreement upon all of the following:

23.1.1 A Change to the Work;

23.1.2 The amount of the adjustment to the Guaranteed Maximum Price, if any; and

23.1.3 The extent of the adjustment to the Contract Time, if any.

24 FIELD DIRECTIVE

24.1 A Field Directive is a written directive signed by Owner and issued to Contractor that authorizes Contractor to proceed with performing Change(s) to the Work in advance of the Parties reaching a full and final agreement to an adjustment, if any, to the GMP or the Contract Time or both. Owner may also issue a Field Directive where the Parties dispute whether certain work is defective or required by the Contract Documents. Issuance of a Field Directive is not an admission that Contractor is entitled to an adjustment to either the GMP or the Contract Time.

24.2 A Field Directive may propose, at Owner's option, an adjustment or a method for adjusting the GMP. Upon receipt of a Field Directive, Contractor shall promptly advise Owner of Contractor's agreement or disagreement

with the adjustment or the proposed method of adjustment set forth therein. A Field Directive signed by the Contractor indicates agreement of the Contractor therewith, including the adjustment or proposed method of adjustment to the GMP, which will be effective immediately and recorded as a Change Order.

24.3 Unless Owner directs otherwise, Contractor will not stop or suspend performance of a Field Directive in the event of a dispute between the Parties as to the adjustment to the GMP or the Contract Time or both resulting from a Change to the Work. In such an event, Contractor will keep and present to Owner on a weekly basis separate, accurate cost records, including time sheets, invoices, and equipment utilization records, of the actual costs incurred and costs saved by Contractor for the direct Cost of the Work items set forth in Section 22.2 to perform the Changes in the Work. In no event will Owner be obligated to increase the GMP by more than the sum of such actual cost records, plus a reasonable Markup calculated in conformance with Section 22.3.

24.4 Contractor may include in its Application for Payment amounts not in dispute, as determined by Owner, pending a final determination of the adjustment to the GMP, if any, resulting from a Field Directive.

25 CONSTRUCTION SCHEDULE

25.1 Contractor prepared and submitted the Construction Schedule (the "Construction Schedule"), prior to the execution of this Agreement, which is attached hereto as **Exhibit "F"**. Unless approved by Owner, Contractor will prepare the Construction Schedule using a critical path ("CPM") analysis of construction activities and logical relationships for the orderly and timely performance and completion of all Work.

25.2 The Construction Schedule shall be complete in all respects, covering, in addition to activities and interfaces with other contractors at the Project, off-Site activities such as design, fabrication, an allowance for normal adverse weather delays consistent with Section 15.4, submittals, procurement and delivery to the Site of Contractor and Owner furnished material and equipment. In addition, Contractor will submit a detailed written narrative description of its plan for performing the Work that tracks the Construction Schedule.

25.3 The Construction Schedule shall include the following:

- 25.3.1 Separate activities for each item of work performed by each trade in each discrete location of the Project;
- 25.3.2 The necessary predecessor and successor activities for each activity and their logical connection to the activity;
- 25.3.3 The duration, early start, early finish, late start, late finish, and float time for each activity
- 25.3.4 Brief description of each activity;
- 25.3.5 Indication of all activities on the critical path;
- 25.3.6 Indication of all activities with less than one (l) month of float; and
- 25.3.7 Contract and other major milestones.

25.4 The initial Construction Schedule and each periodic update of the same shall be accompanied by a separate tabular listing of all activities in the Construction Schedule which shall include the following:

- 25.4.1 A listing of all activities by activity description, each identified by mode or activity number;
- 25.4.2 The duration of each activity;
- 25.4.3 Earliest start and finish dates for each activity;
- 25.4.4 Latest start and finish dates for each activity;
- 25.4.5 Float time for each activity;
- 25.4.6 As each duration, start date, finish date and float times of each activity become actual, it shall be noted as such on the periodic update; and

25.4.7 As each activity is completed, it shall be noted as such on the periodic update.

25.5 Contractor shall promptly inform Owner of any proposed change in the Construction Schedule and shall furnish Owner with a revised Construction Schedule and narrative within ten (10) calendar days after approval by Owner of such change in the form of a Change Order. The Construction Schedule, shall be kept current, taking into account the actual progress of Work and shall be updated and submitted to the Owner every thirty (30) calendar days. The revised Construction Schedule and narrative shall be sufficient to meet the requirements for the completion of the separable parts of any and all Work as set forth in this Agreement. No Application for Payment will be approved by the Owner until receipt of these Construction Schedule updates.

26 PROGRESS

26.1 Contractor will keep Owner fully informed in writing in advance of the progress of the Work as to Contractor's plans for performing each part of the Work. If at any time during the progress of the Work, Contractor's actual progress is inadequate to meet the requirements of this Agreement, Owner may notify Contractor in writing that it is behind schedule, in which event Contractor will promptly take such steps as may be necessary to recover the planned progress of the Work.

26.2 If Contractor does not recover the planned progress of the Work within the time set by Owner in the notice, or within a reasonable period of time as determined by Owner, then Owner may require that Contractor take all or some of the following actions, without any increase to the GMP: increase the number of Contractor's workers; increase the number of shifts; work overtime or weekends; expedite the procurement and delivery of materials and equipment; increase the amount of construction plant at the Site; supplement Contractor's performance of the Work through separate contractors. In no event will Owner's issuance of notice, or failure to issue notice, relieve Contractor of its obligation to achieve the quality of Work and rate of progress required by this Agreement.

26.3 Failure of Contractor to comply with the instructions of Owner may be grounds for determination by Owner that Contractor is not prosecuting its Work with such diligence as will assure completion within times specified. Upon such determination, Owner may terminate Contractor's right to proceed with the performance of this Agreement, or any separable part thereof, in accordance with the applicable provisions of this Agreement.

27 DEFAULT

27.1 Contractor shall be in default under the Contract Documents under any of the following circumstances:

27.1.1 Failure of the Contractor to supply enough properly skilled workers or materials to maintain the planned progress of the Work;

27.1.2 Failure to make prompt payment to subcontractors or suppliers for materials or labor in conformance with their agreements with Contractor;

27.1.3 Failure to comply with the Applicable Laws;

27.1.4 Failure to comply with any terms or conditions of the Contract Documents;

27.1.5 Failure to perform Work which conforms to the requirements of the Contract Documents;

27.1.6 Failure to meet the Construction Schedule or to make progress so as to endanger the timely completion of the Work; or

27.1.7 Abandonment or refusal to proceed with any Work, including Changes to the Work.

27.2 Owner may not terminate the Agreement for default until such time as Owner has provided Contractor notice of its default and given Contractor three (3) days to cure such default, except in circumstances where the nature of the default precludes cure, or a default involving safety to persons in which event Owner can act immediately. If the Contractor fails to cure the default within the three (3) day cure period, the Owner may terminate the Agreement for default under Article 28. Nothing herein will preclude Owner from enforcing all rights and

remedies to which Owner is entitled to under the Contract Documents or the Applicable Laws for any breach or default by Contractor, regardless of whether such breach or default is timely cured.

27.3 If a finding of default is made, the Contractor shall remain responsible for performance of the requirements of the Contract Documents.

28 TERMINATION FOR DEFAULT

28.1 In the event of a default by Contractor which is not cured in accordance with the Section 27.2, Owner may, in addition to any other remedy allowed by the Applicable Laws or provided for in the Contract Documents, terminate in whole or in part, Contractor's right to proceed with the Work by written notice and prosecute the Work to completion by any other method deemed expedient. In such event, Owner may take possession of and utilize any materials, plant, and property of any kind furnished by Contractor to complete the Work.

28.2 Contractor and its Surety shall be liable for all costs reasonably incurred by Owner in the completion of the Work as scheduled, in excess of the Guaranteed Maximum Price, including cost of administration of any contract awarded to others for completion and Liquidated Damages.

28.3 Upon termination for default, Contractor shall:

28.3.1 Immediately discontinue Work on the date and to the extent specified in the notice and place no further purchase orders or enter into any new subcontracts to the extent that they relate to the performance of Work terminated;

28.3.2 Inventory, maintain and turn over to Owner all materials, plant, and property furnished by Contractor or provided by Owner for performance of Work;

28.3.3 Promptly obtain cancellation upon terms satisfactory to Owner of all purchase orders, subcontracts, rentals, or any other agreements existing for performance of the terminated Work or assign those agreements to Owner as directed;

28.3.4 Assign all subcontracts identified by Owner to either Owner, Contractor's surety, or a replacement contractor;

28.3.5 Cooperate with Owner in the transfer of information and disposition of Work in progress so as to mitigate damages;

28.3.6 Comply with other reasonable requests from Owner regarding the terminated Work; and

28.3.7 Continue to perform in accordance with all of the terms and conditions of this Agreement, such portion of Work that is not terminated.

28.4 If, upon termination pursuant to this Article, it is determined for any reason that Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued as an Optional Termination under Article 29 of the Agreement.

29 OPTIONAL TERMINATION

29.1 Owner may, at its option (the "Optional Termination"), terminate this Agreement in whole or in part, at any time, for any reason, with or without cause, by written notice to Contractor. Contractor's sole remedy for an Optional Termination will be to receive payment from Owner in accordance with Section 29.3 below, which in no event will exceed the GMP. Contractor waives any claim for damages from Owner as a result of an Optional Termination to the extent not expressly provided for in Section 29.3, including but not limited to loss of anticipated profits on unperformed Work.

29.2 Upon receipt of Owner's notice of an Optional Termination, Contractor shall, unless the notice requires otherwise:

29.2.1 Immediately discontinue Work to extent specified in the notice;

29.2.2 Place no further orders for labor, materials, services, or facilities, other than as may be necessary or required for completion of any Work not subject to the Optional Termination;

29.2.3 Promptly cancel or terminate all applicable subcontracts, purchase orders, and equipment rental agreements on terms satisfactory to Owner, except to the extent that such subcontracts, purchase orders, or rental agreements are not subject to the Optional Termination or are identified by Owner as subcontracts, purchase orders, and rental agreements that Owner or its designee elects to accept the assignment thereof;

29.2.4 Assign all subcontracts, purchase orders, and rental agreements identified by Owner or its designee for acceptance of assignment;

29.2.5 Assist Owner in the maintenance, protection and disposition of property acquired by Owner under this Agreement to the extent requested by Owner in writing; and

29.2.6 Complete performance of any Work that is not subject to the Optional Termination.

29.3 In the event of an Optional Termination, Owner will pay to Contractor as full and final payment for all cost, expenses, and damages arising out of or relating to the Optional Termination, as follows (without duplication of any cost or charge):

29.3.1 All Cost of the Work due and not previously paid to Contractor for Work properly performed and completed in conformance with this Agreement, plus Contractor's Fee thereon, through the effective date of the Optional Termination; and

29.3.2 The reasonable and necessary Cost of the Work incurred by Contractor, plus Contractor's Fee thereon, to demobilize from the Site, and to cancel, terminate, and assign subcontractors, purchase orders, and rental agreements in accordance with the Contract Documents.

29.3.3 OR the unpaid balance of the GMP, whichever is less.

29.4 In the event of a partial Optional Termination, the GMP will be reduced by Amendment to the Agreement to reflect the value of the remaining Work not subject to the Optional Termination in proportion to the GMP initially established for the entire Work.

29.5 Within thirty (30) days after its receipt of the notice of Optional Termination, Contractor will submit Contractor's Proposal to adjust the GMP and Contract Time in proportion to the initial GMP and Contract Time to accurately reflect the savings in the Cost of the Work and Contractor's Fee, resulting from the terminated Work. Owner will promptly review Contractor's Proposal, and then notify Contractor whether the Proposal is accepted. Owner will provide Contractor with the basis for rejecting all or any part of the Proposal, in which event Contractor may make a claim in strict conformance with the Contract Documents of any objection it may have to Owner's determination.

30 SUSPENSION

30.1 Owner may, at its sole option, suspend at any time and for any reason, with or without cause, the Contractor's performance of all or any portion of Work (a "Suspension"). Owner will notify Contractor in writing of any Suspension. Owner's notice may designate the amount and type of plant, labor and equipment to be committed to the Project during the Suspension period. Contractor will use best efforts to utilize its plant, labor and equipment in such a manner as to minimize costs associated with Suspension.

30.2 Upon receipt of a notice of Suspension, Contractor shall, unless the notice requires otherwise:

30.2.1 Immediately discontinue Work to the extent specified in the notice;

30.2.2 Enter into no new subcontracts, purchase orders, or rental agreement, except if and to the extent authorized by Owner in writing;

30.2.3 Suspend all applicable subcontracts, purchase orders, and rental agreements on terms satisfactory to Owner;

30.2.4 Continue to protect and maintain the Work, including those portions on which Work has been suspended; and

30.2.5 Take any other reasonable steps to minimize costs associated with such Suspension.

30.3 The GMP will be adjusted if and to extent that Contractor incurs additional reasonable and necessary Cost of the Work as a direct result of the Suspension, without duplication, as follows:

30.3.1 Agreed upon rates for Contactor's administrative staff and supervisory personnel, construction equipment, plant, and Site overhead costs if and to the extent that such staff, personnel, equipment, and plant is idle and not reasonably available for other work during the Suspension period due to their standby status;

30.3.2 Costs incurred in connection with mobilization and demobilization from the Site;

30.3.3 Costs incurred to maintain and protect the Work; and

30.3.4 Increased Cost of the Work that Contractor incurs in the proper performance of the Work due to price changes directly resulting from the Suspension.

30.4 Upon receipt of notice to resume the suspended Work, Contractor will immediately resume performance of the suspended Work to the extent allowed by the notice. Contractor will submit for Owner's review a revised Construction Schedule accurately reflecting all time effects resulting from the Suspension. Any claim that Contractor wants to make for an adjustment to the GMP or Contract Time arising out of or relating to the Suspension must be made within twenty-one (21) calendar days after Contractor's receipt of Owner's notice to resume Work; otherwise any such claim will be deemed waived.

30.5 No adjustment to the GMP or Contract Time will be made for any Suspension if and to the extent that Contractor's progress of the Work would have been delayed by any cause not attributable to Owner during the Suspension period.

31 INSPECTION: REJECTION OF MATERIALS AND WORKMANSHIP

31.1 All materials and equipment furnished and Work performed shall be properly inspected by Contractor, and shall at all times be subject to quality surveillance, observations or quality audit by Owner. Contractor shall provide safe and adequate facilities and all samples, plans, lists and documents necessary for such quality surveillance, observation or quality audit. For this purpose, Owner shall be afforded full and free access to the shops, factories or places of business of Contractor and its subcontractors and suppliers for such quality surveillance, observation or quality audit and to determine the status of the Work. If Contractor covers all or any portion of the Work after proper notification and prior to any quality surveillance or test by Owner, the cost of any necessary uncovering and replacing shall be borne by Contractor. Neither the failure to make such quality surveillance, observation or quality audit, nor to discover defective workmanship, materials, or equipment, nor acceptance of or payment to Contractor for such Work, materials or equipment, shall prejudice the rights of Owner thereafter to correct or reject the same in conformance with Article 20 of the Agreement.

31.2 A procedure for inspections and quality control has been established in the Project Manual. These procedures are material to this Agreement and must be strictly followed.

32 COORDINATION AND CORRELATION OF PLANS AND SPECIFICATIONS

32.1 Contractor represents to Owner that Contractor and it's subcontractors and material and equipment suppliers have carefully reviewed the Contract Documents, including all general and specific details therein, and

compared such Contract Documents to the physical conditions of the Site. Contractor further represents to Owner that Contractor has notified Owner and Design Professional in writing of any and all errors, omissions, ambiguities, or discrepancies known to Contractor or its subcontractors or suppliers to exist within the Contract Documents, and between the Contract Documents and the physical conditions of the Site and that any such known errors, omissions, ambiguities, or discrepancies have been corrected before this Agreement was signed.

33 INDEPENDENT CONTRACTOR

33.1 Contractor represents that it is experienced and properly qualified to perform the type and magnitude of Work provided for in the Contract Documents. Contractor further represents that it is properly licensed, equipped, organized and financed to perform such Work.

33.2 Contractor is an independent contractor engaged in its own business, and is not, nor shall be deemed to be, an agent or employee of Owner. Contractor will not hold itself out or represent itself as an employee of Owner.

33.3 Contractor will not participate in the Retirement Plan for Salaried Employees of Rayonier, Inc., or any of Owner's health insurance programs, life insurance programs, long-term disability programs, or any other welfare or benefit programs during the term of this Agreement, regardless of whether the Internal Revenue Service should classify Contractor as an employee for purposes of Federal employment taxes.

33.4 Nothing contained in this Agreement or any subcontract awarded by Contractor shall create any contractual relationship between any such supplier or subcontractor and Owner. Contractor shall perform all Work in accordance with its own methods subject to compliance with this Agreement.

34 SUBCONTRACTORS

34.1 Within ten (10) days of signing this Agreement, Contractor shall provide Owner with the following:

34.1.1 The form of subcontract agreement to be used by the Contractor;

34.1.2 A list of subcontractors and suppliers to be used by the Contractor with the amount of their subcontractors and copies of signed subcontracts through that time period;

34.1.3 All subcontracts subsequently entered into shall be promptly provided by Contractor to Owner;

34.1.4 From time to time, Contractor will provide Owner within ten (10) days of Owner's written request, a list of all subcontractors and suppliers with whom Contractor has or intends to contract any portion of the performance of the Work or supply of any materials and equipment in compliance with Fla. Stat. § 713.165; and

34.1.5 From time to time, Contractor will provide Owner within ten (10) days of Owner's request, a sworn statement of account signed by Contractor showing the nature of all labor or services performed and to be performed, if any, the materials furnished, the materials to be furnished, if known, the amount paid on account to date, the amount due, and the amount to become due, if known, as of the date of the statement in compliance with Fla. Stat. § 713.16.

34.2 Contractor shall ensure that each Subcontractor agreement and lower tier agreements includes the following:

34.2.1 A provision incorporating all terms and conditions of this Agreement into such agreement;

34.2.2 A provision specifying the withholding of retention by Contractor in at least the same amounts as required by this Agreement;

34.2.3 A provision in all subcontracts, rental agreements, and purchase orders, for the benefit of Owner obligating the subcontractors, equipment lessors or suppliers to remain bound to Owner by their respective agreements with Contractor in the event of Contractor's default under this Agreement or Contractor's termination; and

34.2.4 A provision whereby the subcontractor or supplier waives any of its rights against Owner and Design Professional for damage caused by fire or other casualties for which it is, or under the terms of this Agreement, should be insured.

35 IDENTITY OF INTEREST WITH SUBCONTRACTORS/SUPPLIERS

35.1 Contractor represents to Owner that neither Contractor, nor any officer, director, partner or shareholder who holds ten percent (10%) or more of the outstanding stock of Contractor, has any financial interest in, or as an officer, director, partner or ten percent (10%) plus shareholder of any firm, person or entity which has been or may be contracted to under a subcontract, purchase order, or equipment rental agreement to furnish labor, material, plant, equipment, or services in connection with the construction or the Project. In the event Contractor seeks to enter into any contract with any such party, Contractor agrees to give written notification and obtain the written approval of Owner before entering into such subcontract, purchase order, or equipment rental agreement.

36 AUTHORIZED REPRESENTATIVE – PROJECT MANAGER'S SUPERVISION

36.1 Before starting Work, Contractor shall designate a competent, authorized representative (the "Authorized Representative") acceptable to Owner to represent and act for Contractor. Contractor shall inform Owner, in writing, of the name and address of such representative together with a clear definition of the scope of its authority to represent, act for, and bind Contractor. Such writing will specify any and all limitations of such authority. Contractor shall keep Owner informed of any subsequent changes in the foregoing. Such representative shall be present or duly represented at the Site at all times when Work is in progress. During periods when Work is suspended, arrangements for an authorized representative acceptable to Owner shall be made for any emergency Work which may be required. All notices, determinations, instructions and other communications given to the Authorized Representative of the Contractor shall be binding upon Contractor.

36.2 The Authorized Representative, project managers, superintendents and supervisors for the Project are all subject to prior and continuous approval of the Owner. If, at any time during the term of this Agreement, any of the personnel either functionally or nominally performing any of the positions named above, are, for any reason whatsoever, unacceptable to the Owner, Contractor shall replace the unacceptable personnel with personnel acceptable to the Owner.

36.3 Owner shall also designate a competent, authorized representative ("Owner's Authorized Representative") to represent and act for Owner.

37 LAWS AND REGULATIONS

37.1 Contractor and its employees and representative shall at all times, comply with all Federal, State, and local laws, statutes, rules, regulations, ordinances, orders, codes, and restrictive covenants that apply in any way to the Project or the Work (the "Applicable Law(s)").

37.2 Contractor may submit a proposal to adjust the GMP in the event that there is a change to the Applicable Laws enacted after the Parties sign the Agreement that materially increases the Cost of the Work. Contractor's Proposal will be made within twenty-one (21) days of the effective date of the change to the Applicable Laws, providing detailed documentation of the cost effects of such change to the Applicable Laws will have on the Cost of the Work; otherwise any claim in relation to the change in the Applicable Laws will be deemed waived. If Owner concurs, the Parties will sign a Change Order memorializing the adjustment to the GMP and its basis.

37.3 Contractor will promptly notify Owner and Design Professional in the event that Contractor discovers or becomes aware of any discrepancy or inconsistency between the Contract Documents and any Applicable Laws. Owner will issue such instructions as may be necessary.

38 STANDARDS AND CODES

38.1 Wherever references are made in the Contract Documents to standards or codes in accordance with which Work is to be performed or tested, the edition or revision of the standards or codes in effect on the date of this Agreement shall apply, unless otherwise expressly set forth in the Contract Documents. Unless otherwise specified, reference to such standards or codes is solely for implementation of the technical portions of such standards and codes.

39 COOPERATION WITH OTHERS

39.1 Owner and its separate contractors, service providers, and consultants, and the subcontractors to any of them, will or may be performing operations or other work at the Site during Contractor's performance of the Work, in which event neither Contractor nor Owner nor any of the various contractors, subcontractors, service providers, and consultants will have exclusive right to access and use the Site. Contractor will allow Owner and its separate contractors, service providers, and consultants a reasonable right to access and use the Site in connection with their performance of operations and work on the Site. Contractor further acknowledges that there will or may be reasonable delays and hindrances to the performance of its Work resulting from the shared use of the Site, which have been accounted for in the GMP. Contractor will cooperate with Owner and its separate contractors, service providers, and consultants to avoid any unreasonable delays or hindrances as a result of the shared use of the Site. Owner may require that certain facilities be used concurrently by Contractor and other parties and Contractor shall comply with such requirements.

39.2 If any part of the Work depends on proper execution or results from any work performed by Owner or any separate contractor ("Prior Work"), Contractor shall, prior to proceeding with its Work, promptly report to Owner any apparent discrepancies or defects in such Prior Work that render it unsuitable for proper execution of the Work. Failure of Contractor to so report shall constitute Contractor's acceptance of the Prior Work as fit and proper to receive the Work, except as to latent defects which may subsequently become apparent in such Prior Work.

40 TAXES

Contractor shall pay all taxes, levies, tariffs, duties and assessments of every nature which may be applicable to any Work under this Agreement. The Guaranteed Maximum Price includes all taxes imposed by the Applicable Laws at the time this Agreement was signed. Contractor shall make any and all payroll deductions required by the Applicable Laws. Contractor herein indemnifies and holds the Owner harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

41 UTILITIES

41.1 Contractor shall, at its expense, arrange for, develop and maintain all utilities in Work areas to meet the requirements of this Agreement. Such utilities shall be furnished by Contractor at no additional cost to Owner, and shall include, but not be limited to, the following:

41.1.1 Public telephone service for Contractor's use;

41.1.2 Construction power as required at each point of construction;

41.1.3 Water and sanitation facilities as required throughout the construction; and

41.1.4 Waste and garbage service and removal in accordance with local codes.

41.2 Prior to final acceptance of the Work, the Contractor shall, at its expense, satisfactorily remove and dispose of all temporary utilities developed to meet the requirements of this Agreement.

42 WARRANTY

42.1 In addition to other warranties required by the Contract Documents and the Applicable Laws, Contractor warrants to Owner and Design Professional that (1) all materials and equipment furnished in connection with the Work will be, unless expressly specified otherwise by the Contract Documents, new and unused, of good,

merchantable quality, and fit for the particular purpose for which they are intended to be used; (2) all Work will conform to the Contract Documents and the applicable manufacturers' instructions, guidelines, and recommendations; and (3) all Work will be performed with good workmanship and in conformance with the Applicable Laws. Contractor will not be liable under this Section for normal wear and tear, or to the extent that any defective Work is caused by the negligent maintenance, operation, alteration, or repair of persons other than Contractor or its subcontractors or suppliers, or any person or entity for which any of them are responsible. All warranty remedies provided to Owner are in addition to Owner's other rights and remedies under the Contract Documents and the Applicable Laws.

42.2 Contractor will require that all subcontractors and suppliers issue assignable written warranties or guarantees jointly to Contractor and Owner that are consistent with Contractor's warranty obligations in the Contract Documents with respect to their portion of the Work.

42.3 Owner and Contractor expressly agree to opt out of the provisions of Section 558.05, Florida Statutes. The provisions of Chapter 558, Florida Stat., shall not apply to this Agreement.

43 INTELLECTUAL PROPERTY INDEMNITY

43.1 Contractor hereby indemnifies and shall defend and hold harmless Owner and its representatives, respectively, from and against all, claims, losses, costs, damages, and expenses, including attorneys' fees, incurred by Owner and its representatives, respectively, as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any copyright, patent, trade secret, or any other type of intellectual property, and arising out of the performance of the Work. Contractor shall, at its sole expense, promptly defend against any such claim or action unless directed otherwise by Owner or its representatives; provided that Owner or its representatives shall have notified Contractor upon becoming aware of such claims or actions, and provide further, that Contractor's aforementioned obligations shall not apply to equipment, materials or processes furnished or specified by Owner or representatives.

43.2 Contractor shall have the right, in order to avoid such claims or actions, to substitute, at its expense, non-infringing equipment, materials, or processes or to modify such infringing equipment, materials and processes so they become non-infringing or obtain the necessary licenses to use the infringing equipment, material or processes, provided that such substituted and modified equipment, materials and processes shall meet all the requirements and be subject to all the provisions of this Agreement.

44 CONTRACTOR REPRESENTATIONS

44.1 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

44.1.1 Contractor is familiar with the permitting, constructing, inspection and acceptance criteria of the state and local governmental authorities, agencies, and utilities that that are responsible for permitting, inspecting, approving, and accepting the Work.

44.1.2 Contractor acknowledges it has had ample opportunity to visit the Site, analyze the Project, inspect the Contract Documents and request any clarification of the Work.

44.1.3 Contractor agrees it is capable and prepared to perform the Work.

44.1.4 Contractor is familiar with and is satisfied as to all Applicable Laws that may affect cost, progress, and performance of the Work.

44.1.5 Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents.

44.1.6 Contractor is aware of the general nature of any other work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

44.1.7 Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents.

44.1.8 The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

44.2 Contractor further represents and warrants to Owner that there exists no conflict of interest or facts or circumstances which might create any appearance of impropriety as a result of Contractor's engagement by Owner hereunder with respect to Contractor's other clients, past or present, except as otherwise disclosed to Contractor in writing prior to entering into this Agreement. Contractor further represents and warrants to Owner that it will continue in good faith to avoid any conflict of interest or business arrangements which could appear to, or might tend to result in a conflict of interest. Contractor shall advise the Owner's Authorized Representative of any conflict of interest that might arise during the performance of this Agreement.

45 INDEMNITY

45.1 To the fullest extent allowed by the Applicable Laws, Contractor will defend, indemnify, and hold Owner, and Design Professional, and any employee, agent, representative, or consultant of any of them, harmless from and against any and all claims, damages, losses, costs, and expenses, including attorney, expert, and consultant fees and legal expenses, that arise out of or relate to any act or omission by Contractor, or any subcontractor or supplier of any tier, or any employee, agent, representative, or consultant of any of them, and results in personal injury, sickness, death, or property damage to the maximum limits of the liability and excess/umbrella insurance that Contractor is required to provide under the Agreement or the GMP, whichever is greater, except in the event that such claims, damages, losses, and expenses are caused by the sole negligence, gross negligence, or willful, wanton or intentional misconduct of the indemnified party or its employees, officers, directors, agents, representatives, or consultants, or for statutory violations or punitive damages (except and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of Contractor or any subcontractor or supplier of any tier, or any employee, agent, representative, or consultant of any of them), in which case this obligation shall not apply relative to such indemnified party. Contractor acknowledges that the limitation set forth herein is commercially reasonable and was included in the bid documents before establishing the GMP.

45.2 Contractor's obligations under Section 45.1 will not be limited, waived, or excused by the payment of any damages, benefits, expenses, or compensation under any employee death or disability statute, including worker's compensation, employer's liability, employee benefit, or other such act.

45.3 Contractor will defend, indemnify, and hold Owner and Design Professional, and any employee, agent, representative, and consultant of any of them, harmless from and against any and all claims, damages, losses, and expenses, including attorney, expert, or consultant fees, to the extent arising out of or relating to the following:

45.3.1 The failure of Contractor, or any subcontractor, or supplier, or any employee, officer, agent, representative, or consultant of any of them, to comply with any Applicable Law;

45.3.2 Any Hazardous Material brought to the Site or released by the negligence of Contractor, or any subcontractor or supplier, or, if part of the Work, not properly removed from the Site by Contractor or any subcontractor or supplier, or any employee, officer, agent, representative, or consultant of any of them;

45.3.3 Any lien, claim, or demand by any Subcontractor or Supplier of any tier as a result of any alleged failure of Contractor or any Subcontractor or Supplier of any tier to pay for any portion of the Work, whether valid or not;

45.3.4 Any material breach of the Contract Documents, and

45.3.5 Any claim or demand by Design Professional or any Separate Contractor as a result of any alleged act or omission by Contractor, or any subcontractor or supplier of any tier, or any employee, agent, representative, or consultant of any of them.

46 LIENS

46.1 Contractor agrees to keep the Project, improvements thereof and the ground appurtenant thereto, free and clear of all liens for or on account of any Work done or materials furnished under this Agreement. In the event such a lien is found or claimed against the Project, Contractor agrees that it will, within five (5) days after written notice from Owner, discharge the lien or liens and cause a satisfaction of such lien to be recorded in the public records of Nassau County, Florida, or cause such lien to be transferred to a bond in accordance with Florida Statute §713.24. In the event the Contractor fails to so discharge or bond the lien or liens within such period as required above, Owner shall thereafter have the right, but not the obligation, to discharge or bond the lien or liens. Additionally, the Owner shall thereafter have the right, but not the obligation, to retain out of any payment then due or to become due the Contractor, one hundred fifty percent (150%) of the amount of the lien and to pay Owner's reasonable attorneys' fees and costs incurred in connection therewith.

46.2 The Agreement shall govern in the event any of its provisions conflict with or are otherwise inconsistent with the provisions of §715.12, Florida Statutes.

47 INSURANCE

47.1 Contractor will purchase and maintain insurance with the minimum coverages and limits set forth in "**Contractor's Insurance Requirements**" document, which is attached hereto as **Exhibit "D".**

47.2 To the extent damages are covered and paid by property insurance, the Owner and Contractor waive all claims and rights to recover damages against each other and against Design Professional, and the employees, officers, subcontractors, consultants, agents, and representatives of any of them, except such rights and claims as they may have to the proceeds of such insurance. Owner and Contractor, as applicable, will require those with whom each of them has privity of contract, including Design Professional and the first tier subcontractors, to waive all claims and rights in favor of the other persons identified herein and to include similar waivers in their subcontracts of all tiers.

48 PROJECT CHARACTERISTICS

48.1 Contractor represents and warrants to Owner that Contractor has, by careful examination, satisfied itself as to: (a) the nature, location and character of the Project and the Property; (b) the nature, location and character of the general vicinity in which the Work is to be performed, including, without limitation, its normal climatic conditions, available labor and materials supply and costs, and other tangible and intangible conditions that may adversely affect the timely and proper performance of the Work; and (c) the quality and quantity of all materials, supplies, tools, equipment, labor and services necessary to complete the Work in the manner and within the cost and time required by the Contract Documents.

48.2 Contractor further acknowledges that it will be solely responsible to Owner for the location and protection of all surface and subsurface utility potable and storm water, electric, gas, and sewer lines, cables, pipes, ducts, and conduits.

48.3 Contractor will satisfy itself as to the nature and location of Work and the general and local conditions under which the Work is to be performed particularly, but without limitation, with respect to the following: those conditions affecting transportation, parking, equipment placement, equipment movement, access, hauling, disposal, handling and storage of materials; availability and quality of labor, water and electric power; availability and condition of roads; climatic conditions, location of underground utilities, and physical conditions at the Project area as a whole; topography and ground surface conditions; equipment and facilities needed preliminary to and during performance of this Agreement; and all other matters which can in any way adversely affect the proper and timely performance of the Work, or the cost associated with such performance. The

failure of Contractor to acquaint itself with all applicable conditions will not relieve it from the responsibility for properly estimating either the difficulties or the costs of successfully performing this Agreement. Contractor hereby waives any claim for an increase in the Guaranteed Maximum Price or extension of the Contract Time due to Contractor's failure to fully comply with this Section or due to Contractor's failure to identify conditions pursuant to this Section which later are a reason for the request for additional cost or time.

49 ACCESS TO WORK AREAS

49.1 Owner and its duly authorized representatives and employees, and all duly authorized representatives of governmental agencies having jurisdiction over Work areas or any part thereof shall, at all reasonable times, for the purpose of determining compliance with requirements of this Agreement, have access to the Project and the Work. Contractor shall also arrange for Owner, its said representatives and employees, to have access at all reasonable times to all places where equipment or materials are being manufactured, produced or fabricated for use under this Agreement.

50 DELIVERY, UNLOADING AND STORAGE

50.1 Contractor shall receive, unload, store in a secure place, and deliver from storage to the installation location, all materials, plant and equipment required for the performance of this Agreement. The storage facilities and methods of storing shall meet Owner's approval. Materials and equipment subject to degradation by outside exposure shall be stored in a weathertight or watertight enclosure provided by Contractor.

51 CLAIMS

51.1 No claim by Contractor for an increase in the Guaranteed Maximum Price or extension of the Contract Time shall be considered unless and until Contractor provides Owner with written notice of such claim not later than fourteen (14) days after the occurrence of the event giving rise to such claim, but prior to incurring any expenses by Contractor. Failure to give such notice shall constitute a waiver of such claim.

51.2 Owner will review such claims by the Contractor for an increase in the Guaranteed Maximum Price within ten (10) days of receipt of the claim and either (i) reject the claim, in whole or part, (ii) approve the claim, in whole or in part, (iii) request additional information of Contractor, or (iv) suggest a compromise. Contractor shall not suspend performance of the Work, but may seek to resolve the dispute through the procedures set forth in Section 51.3 of the Agreement.

51.3 With respect to any dispute arising under the Contract Documents, Owner and Contractor agree to submit the dispute to non-binding mediation; provided that the applicable statute of limitations will be tolled during the pendency of such mediation. In the event Owner and Contractor cannot in good faith agree on a mediator within fifteen (15) days of the request of either party for mediation, or, if the parties remain in dispute following mediation, any such dispute will be resolved by binding arbitration administered by the American Arbitration Association under the then-prevailing Construction Industry Rules of that Association. There shall be no interruption of Work pending the arbitration. The parties consent that any arbitration may be consolidated with any other arbitration concerned with the Project to which Owner or Contractor is a party and that a dispute shall not be submitted to such binding arbitration if there are any third parties who are not subject to such binding arbitration but who are necessary and indispensable parties to such dispute.

52 CONTRACTOR-FURNISHED MATERIALS, EQUIPMENT AND WORKMANSHIP

52.1 Contractor will furnish material, equipment and workmanship that conforms with its warranty obligations under Article 42 of the Agreement. Any material or equipment that does not conform to such Warranty obligations will be removed immediately from the Site, and replaced with conforming material and equipment. Any non-conforming workmanship will be corrected immediately. Failure or Owner or Design Professional to discover, or direct Contractor to remove or correct any non-conforming material, equipment and workmanship will not excuse Contractor from its warranty obligations under this Agreement or the Applicable Laws, unless such non-

conforming material, equipment and workmanship is expressly accepted with particularity in a signed Change Order.

52.2 Contractor shall continuously check architectural and structural clearances for accessibility of equipment and mechanical and electrical systems and continuously coordinate all phases of the Work. No allowance of any kind will be made for Contractor's failure to foresee means of completing the Work.

52.3 Contractor acknowledges that "common practice", "industry standards" and "common usage" are minimum standards of quality that may be superseded by the quality required by Contract Documents.

52.4 Contractor shall order and schedule delivery of materials in reasonable time to avoid delays in construction. If an item is found to be unavailable, Contractor shall notify Owner immediately of recommended substitute(s) to permit Owner's selection of a suitable substitute.

52.5 Owner and Design Professional will have shared authority for determining conformance of materials, equipment and systems with the requirements of the Contract Documents. Review and approval of all items proposed by Contractor for incorporation into the Work may be by Owner or Design Professional or both.

52.6 Reference to manufacturers' names, brands and models is to establish the type and quality desired. Substitutions may not be permitted unless specifically noted otherwise. Such substitutions shall be subject to written approval.

52.7 When materials, equipment or systems are specified by, performance only, without reference to specific manufacturers' brands or models, Contractor shall submit its own choice for Owner's review and approval, supported by sufficient evidence of conformity with the Contract Documents.

53 SUBSTITUTIONS

53.1 Prior to proposing any substitute item, Contractor shall satisfy itself that the item proposed is, in fact, equal to that specified, that such item will fit into the space allocated, that such item affords comparable ease of operation, maintenance and service, that the appearance, longevity and suitability for the climate are comparable, and that by reason of cost savings, reduced construction time or similar demonstrable benefit, the substitution of such item will be in Owner's interest.

53.2 The burden of proof of equality of a proposed substitution for a specified item shall be upon Contractor. Contractor shall fully support its request with manufacturer's specifications, test data, and other evidence that will permit Owner and Design Professional to make a reasoned decision on the merits of the proposal. Contractor will provide any further information requested by Owner or Design Professional in connection with a proposed substitution.

53.3 All requests for substitutions with submittal data must be made at least sixty (60) days prior to the time Contractor must order, purchase or release for manufacture or fabrication.

53.4 Any item by a manufacturer other than those specified or of brand name or model number or of generic species other than those specified, will be considered a substitution. Owner will be the sole judge of whether or not the substitution is equal in quality, utility and economy to that specified.

53.5 Materials and methods proposed as substitutions for specified items shall be supported by certification of their approval for use by any or all governmental agencies having jurisdiction over use of specific material or method.

53.6 Substitutions may not be permitted in those instances where the products are designed to match artistic design, specific function or economy of maintenance.

53.7 Approval of a substitution shall not relieve Contractor from responsibility for compliance with all requirements of this Agreement. Contractor shall bear the expense for any changes in other parts of the Work caused by any substitutions.

53.8 If Owner rejects Contractor's substitute item on the first submittal, Contractor may make only one additional request for substitution in the same category.

54 EXPEDITING

54.1 Owner may, but is not obligated to, expedite the manufacture or delivery of equipment and material furnished by Contractor under this Agreement. Owner shall be allowed reasonable access to the shops, factories and other places of business of Contractor and its subcontractors and suppliers, for expediting purposes. As required by Owner, Contractor shall supply schedules and progress reports for Owner's use in expediting and Contractor shall cooperate with Owner and require its subcontractors and suppliers to cooperate with Owner in such expediting. Any expediting performed by Owner shall not relieve Contractor of its sole and primary responsibility for timeliness of delivery of the equipment and material to be furnished under this Agreement. The GMP will be reduced for Owner's cost in expediting any materials and equipment where such action is necessary in Owner's good faith opinion to recover time lost on the Construction Schedule attributable to Contractor or those for whom it is responsible.

55 LINES AND GRADES

55.1 Contractor shall complete the layout of all Work and shall be responsible for all requirements necessary for the execution of any Work in accordance with the locations, lines and grades specified or shown on the plans, subject to such modifications as Owner may require as Work progresses.

55.2 If Contractor or any of its subcontractors or any of their representatives or employees move or destroy or render inaccurate any survey control point, such control point shall be replaced at Contractor's expense and not as a Cost of the Work.

56 CONTRACTOR FURNISHED SHOP DRAWINGS, DATA AND CORRESPONDENCE

56.1 Review and permission to proceed by Owner or Design Professional as stated in this Agreement does not constitute acceptance or approval of design details, calculations, analysis, test methods, certificates or materials developed or selected by Contractor and does not relieve Contractor from full compliance with contractual obligations.

57 SHOP DRAWINGS

57.1 Contractor is and shall be responsible for planning and performance of the Work under this Agreement. Where shop drawings are required for (a) fabrication of Contractor furnished equipment; (b) installing Contractor furnished material or equipment; (c) planning and performance of the Work under this Agreement; such drawings shall be submitted by and at the expense of the Contractor before fabrication, installation or performance is commenced. Owner's review will normally be accomplished within thirty (30) days, and will not exceed ninety (90) days, based on the Contractor's submittal schedule portion of the Construction Schedule, as approved. Such drawings shall include, but not be limited to, match marks, erection diagrams and other details, such as field corrections for proper interconnection, installation, erection of the equipment, and performance of the Work.

57.2 For drawings greater in size than "8½ x 11", Contractor shall provide six (6) copies of a reproducible to the Owner at the expense of the Contractor. The Owner will be the sole judge of the adequacy of the quality of the reproducible and prints and may reject reproducible and/or prints on the basis of quality alone. Such drawings will not be folded, but will be transmitted in mailer rolls manufactured expressly for that purpose. The reproducible with the Owner's review comments will be returned to the Contractor.

57.3 A reproducible copy of drawings equal to or less than "8½ x 11" is not necessary, but seven (7) copies of the unfolded drawings must be transmitted to the Owner.

57.4 If the drawings show variations from the requirements of this Agreement, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Owner approves any such

variation(s), it shall issue an appropriate Agreement modification, except that, if the variation is minor and does not involve a change in price or in time of performance, a modification need not be issued.

57.5 Drawings of a specific piece of equipment shall identify components with the manufacturer's part number or reference drawing number clearly indicated. If reference drawing numbers are used, the review data of such drawings shall be included. Drawings shall indicate design dimensions, maximum and minimum allowable operating tolerances on all major wear fits, i.e., rotating, reciprocating or intermittent sliding fits between shafts or stems and seals, guides and pivot pins. The sequence of submission of all drawings shall be such that all information is available for reviewing each drawing when it is received.

57.6 All drawings submitted by the Contractor shall be approved by the Contractor and, if required by the Contract Documents or the Applicable Laws, by a registered and licensed engineer on the face of each drawing to be reviewed, and shall be furnished in accordance with drawings and data requirements. Owner will conduct a review of Contractor's drawings and return them with comments, approval or rejection. Owner's approval shall not constitute agreement or ratification that the means and methods of construction utilized by Contractor will be successful or that plans meet applicable codes or are otherwise sufficient.

57.7 By approving and submitting shop drawings and samples, the Contractor represents that it has determined and verified all field measurements, field construction criteria, materials and other similar data, and that it has checked and coordinated each shop drawing with the requirements of the Work and of the Contract Documents.

58 DATA AND CERTIFICATES

58.1 When data or certificates are required, nine (9) copies of each shall be submitted by Contractor. Such submittal shall be made not less than thirty (30) calendar days prior to the time that the materials represented by such data or certificates are needed for incorporation into any Work. Data and certificates shall be subject to a review period by Owner of up to twenty (20) days and material represented by such shall not be fabricated, delivered to the Project or incorporated into any Work without such review.

58.2 Certificates shall clearly identify the material being certified and shall include, but not be limited to, providing the following information: Contractor's name, project name, name of the item, manufacturer's name and reference to the appropriate drawing, technical specification section and paragraph number, all as applicable.

58.3 All data and certificates submitted by the Contractor shall be certified by the Contractor on the face of each catalogue, data and certificate to be correct and shall be furnished in accordance with these requirements and the requirements of the technical specification on forms provided by the Owner.

58.4 Owner will conduct a review of Contractor's data and certificates and two copies marked with the review comments listed in Section 54.6 above, will be returned to the Contractor.

59 RESPONSIBILITY FOR WORK SECURITY

59.1 Contractor shall, as a Cost of the Work, at all times conduct all operations under this Agreement in a manner to avoid the risk of loss, theft or damage by vandalism, sabotage or other means to any property. Contractor shall promptly take all reasonable precautions which are necessary and adequate against any conditions which involve a risk of loss, theft or damage to its property. Contractor shall continuously inspect all its Work, materials, equipment and facilities to discover and determine any such conditions and shall be solely responsible for discovery, determination and correction of any such condition.

59.2 Contractor shall comply with all Applicable Laws. Contractor shall cooperate with Owner on all security matters and shall promptly comply with any Project security requirements established by Owner. Such compliance with these security requirements shall not relieve Contractor of its responsibility for maintaining proper security for the above noted items, nor shall it be construed as limiting in any manner Contractor's obligation to undertake reasonable action as required to establish and maintain secure conditions at the Project.

59.3 Contractor shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall furnish these reports to Owner in a timely manner.

60 PROTECTION OF WORK IN PROGRESS, MATERIALS AND EQUIPMENT

60.1 Contractor shall be responsible for and shall bear any and all risk of loss or damage to Work in progress, all materials delivered to the Project, and all materials and equipment involved in the Work until completion and final acceptance of Work under this Agreement.

60.2 Permanent opening or thoroughness for the introduction of Work and materials to the structure and construction Project shall be protected so that upon completion, the entire Work will be delivered to the Owner in proper, whole and unblemished condition.

61 LABOR

61.1 Contractor and its subcontractors shall employ only competent and skilled personnel to perform the Work. Contractor shall, if requested to do so by Owner, remove or cause its subcontractors to remove from the Site and the Property any personnel of Contractor or its subcontractors whom Owner determines are unfit or incompetent to perform their assigned job duties, or are otherwise acting or working in violation of any provision of the Contract Documents or any site rules.

61.2 Work assignments and the settlement of jurisdictional disputes shall conform with either the rules, regulations and procedures of the plan for settlement of jurisdictional disputes in the construction industry, and any successor agreement thereto, or any other mutually established method of determining Work assignments and settling jurisdictional disputes.

61.3 Contractor shall comply with and shall cooperate with Owner in enforcing Site and work rules which directly affect the performance of the Work including but not limited to starting and quitting time, smoking regulations, check-in and check-out procedures, Property safety regulations and security regulations, emergency plans and procedures and daily cleanup.

62 SAFETY

62.1 Contractor shall be fully and solely responsible for conducting all operations under this Agreement at all times in such a manner as to avoid the risk of bodily harm to persons and damage to property and in full compliance with all applicable rules and regulations governing such operations, including rules and regulations established by the Occupational Safety and Health Administration. Contractor shall continually and diligently inspect all Work, materials and equipment to discover any conditions which might involve such risks and shall be solely responsible for discovery and correction of any such conditions.

62.2 Before starting the Work, Contractor shall submit to Owner a written Safety Program. Contractor shall have sole responsibility for implementing its safety program.

62.3 Before starting the Work, Contractor will appoint a full-time safety representative acceptable to the Owner, who shall have the authority and responsibility to implement the Contractor's safety program, and who shall participate in periodic safety meetings. Owner shall not be responsible for supervising the implementation of Contractor's safety program, and shall not have responsibility for the safety of Contractor's or its subcontractor's employees.

62.4 Contractor shall instruct its personnel on the requirements of the Contractor's safety program and shall coordinate with other contractors and subcontractors on safety matters. Contractor shall furnish safety equipment and enforce the use of such equipment by its employees.

62.5 Contractor shall maintain accurate accident and injury reports and shall furnish Owner a monthly summary of injuries and man-hours lost due to injuries.

62.6 Contractor shall maintain all portions of the Work in a neat, clean, safe and sanitary condition at all times.

62.7 Contractor shall ensure that all subcontractors, without expense to Owner, comply with the foregoing provisions.

62.8 Contractor will comply with all rules and regulations (including security, safety, and substance abuse policies and procedures) as may from time to time be implemented by Owner for persons working on the Site.

62.9 Contractor is responsible for ensuring that its vehicles and those of its subcontractors, suppliers, and all others entering the Site on its behalf, are clean before leaving the Site to avoid tracking dirt, mud, rocks, debris, or other materials onto the roadways, and Contractor is responsible for cleaning any materials tracked onto the roadways by such vehicles.

62.10 Owner has the right to impose reasonable requirements and restrictions regarding the days and time of operations at the Site and the conduct of persons working on the Site. By way of example only and without limitation, Owner may restrict Site operations on weekends and during evening hours, and the Owner may prohibit use of radios at the Site or require that radios be kept at a moderate listening level and free of offensive content

62.11 Contractor shall ensure that it and any subcontractors it may use at all times fully comply with all OSHA requirements and all other Applicable Laws regarding Property safety requirements.

62.12 Contractor shall ensure that all of its subcontractors whose activities may impact storm water discharges or controls at the Site will be a co-permittee with Contractor and shall be responsible for compliance with the SCDHEC Storm Water Pollution Prevention Plan (SWPPP) for this Project.

62.13 Contractor shall have a full-time on-Site English-speaking supervisor present on the Site throughout the construction, and Contractor shall provide Owner with the supervisor's name and contact information (including a cell phone number).

62.14 Contractor is responsible for receiving and storing materials at the Site

62.15 Contractor shall take care not to damage any existing trees, paving, sidewalks and curbs orany other improvements.

62.16 Contractor shall take care not to damage or disturb silt fencing and other erosion control devices.

62.17 Contractor will ensure that Contractor and all of its subcontractors and suppliers at all times respect, preserve, protect, comply with all rules and regulations pertaining to, and avoid disturbing or damaging wetlands and other environmental sensitive areas.

62.18 The Contractor shall not utilize on the Site any subcontractor, employee, or other laborer who has a conviction or deferred-adjudication history of any crime that may pose a serious potential risk of injury to any person located upon the subject Site including, but not limited to, such crimes as rape, statutory rape, molestation, sexual assault, indecent exposure, indecency with a child, murder, assault, battery, and kidnapping.

63 PROJECT PROTECTION

63.1 Contractor shall maintain all such items of protection as provided in Article 62 in a satisfactory condition until removal is authorized by Owner.

63.2 Contractor, at its expense and not as a Cost of the Work, shall make all necessary repairs to property damaged by construction operations. Repairs shall be made in a manner satisfactory to Owner.

64 FIRE PREVENTION

64.1 Contractor shall conform to all Applicable Laws pertaining to fire prevention and control within or adjacent to the Project. Necessary precautions to avoid and eliminate fire casualty shall be the responsibility of the Contractor. This includes keeping the work area clear of all trash at all times.

64.2 All tarpaulins used for any purpose during construction of any Work shall be made of material resistant to fire, water and weather and shall bear UL labels. Lighting of any fires, except those required for performance of the Work, on the Project is strictly forbidden.

64.3 Contractor shall provide portable fire extinguishers compatible with the hazard of each Work area and shall instruct its personnel in their location and use. Wherever welding and burning are conducted, inflammable materials shall be protected and a fire watch shall be provided by Contractor to be present during the burning and welding operation to ensure that protective measures are taken and that no fires result from such operation. The fire watch shall have fire extinguisher equipment readily available and know-how for proper use.

65 PUMPING AND DRAINAGE.

65.1 Surface or subsurface water shall not be permitted to accumulate in excavations, except as provided by approved methods by the Applicable Laws and the governing authorities with jurisdiction. Should such conditions develop or be encountered, the water shall be controlled and suitably disposed of by means or methods approved by the Applicable Laws and the governing authorities with jurisdiction. It shall be the Contractor's responsibility to obtain any and all information as to surface or subsurface water conditions and requirements by agencies with jurisdiction, and Contractor shall not be relieved of any of its other requirements under this Agreement due to such conditions, nor shall Contractor be entitled to an extension of time or any other damages by reason of surface or subsurface water conditions.

66 DUST CONTROL

66.1 The Contractor, for the duration of this Agreement shall maintain all excavations, embankments, haul roads, access roads, plant sites, waste disposal areas, borrow areas, and all other Work areas free from dust. Industry accepted methods of dust control suitable for the area involved and approved by Owner will be permitted.

67 POLLUTION

67.1 Contractor shall exercise extreme caution and care to prevent the introduction of any hazardous substances, materials, or wastes into any soil, groundwater, stream, river, lake or other body of water in violation of the Applicable Laws.

67.2 Contractor shall so perform its Work as not to discharge into the atmosphere from any source whatsoever smoke, dust or other air contaminants in violation of the Applicable Laws.

67.3 Contractor will promptly remediate any pollution caused by Contractor's operations or negligence on the Site at its own cost and not as a Cost of the Work.

68 EXPLOSIVES

68.1 Contractor shall obtain all required Federal, State and local permits and licenses and shall be responsible for the proper handling, transporting, storage and use of explosives and shall, at its expense, make good any damage caused by its handling, transporting, storage and use of explosives. Use of explosives shall be subject to prior, written approval by Owner. Further, Owner shall have the right to designate no explosive use areas, or to limit the use of explosives. All blasting shall be coordinated with Owner's blasting consultant. Contractor shall submit daily blasting records to Owner.

69 LIMITATION OF LIABILITY

69.1 Notwithstanding anything to the contrary in the Contract Documents, no present or future constituent partner in, or agent of Owner, nor any shareholder, officer, director, employee, member, trustee, beneficiary or agent of any corporation or trust that is or becomes a constituent partner in Owner, shall be personally liable, directly or indirectly, under or in connection with the Contract Documents, or any document, instrument or certificate securing or otherwise executed in connection with the Contract Documents, or any amendments or modifications to any of the foregoing made at any time or times, heretofore or hereafter; and the subcontractor

and each of its successors and assignees waives and does hereby waive any such personal liability. For purposes of the Contract Documents, and any such instruments and certificates, and any such amendments or modifications, neither the negative capital account of any constituent partner in Owner, nor any obligation of any constituent partner in Owner to restore a negative capital account or to contribute capital to Owner or to any other constituent partner in Owner, shall at any time be deemed to be the property or an asset of Owner or any such other constituent partner (and neither Contractor nor any of its successors or assignees shall have any right to collect, enforce or proceed against or with respect to any such negative capital account or partner's obligation to restore or contribute). As used in this Section, a "constituent partner" in Owner shall mean any direct partner in Owner and any person or entity that is a partner in any partnership that, directly or indirectly through one or more other partnerships, is a partner in Owner.

70 TESTING

70.1 Unless otherwise provided in this Agreement, shop testing of materials or Work shall be performed by Contractor in conformance with the Contract Documents. Field testing of materials or Work shall be performed by Contractor. Should tests, in addition to those required by the Specifications, be desired by Owner or any applicable regulatory agency, Contractor will be advised in reasonable time to permit such testing. Such additional tests will be at Owner's expense, except as such additional tests are required due to Contractor's Work or materials. In this event, such additional (re-test) tests shall be at Contractor's expense.

70.2 Contractor shall furnish samples as requested and shall provide reasonable assistance and cooperation as necessary to permit tests to be performed on materials or Work in place, including reasonable stoppage of Work during testing.

71 CLEANING UP

71.1 Upon completion of any portion of the Work, Contractor shall promptly remove all of its equipment, construction plant, temporary structures and surplus materials not to be used at or near the same location during later stages of Work. Upon completion of the Work and before final payment is made, Contractor shall satisfactorily dispose of all plant, buildings, rubbish, unused materials and other equipment and materials belonging to it or used in the performance of the Work and Contractor shall leave the Project in a neat, clean and safe condition. In the event of Contractor's failure to comply with the foregoing, the Owner may perform such work and deduct its cost and expenses from the GMP.

72 DISPOSAL OF MATERIAL OUTSIDE PROJECT LIMITS

72.1 Contractor shall make its own arrangements for disposal of materials outside the Project limits.

72.2 When any material is to be disposed of outside of the Site, Contractor shall first obtain a written permit from the property owner on whose property the disposal is to be made and Contractor shall file, in writing, with Owner said permit or the certified copy thereof, together with a written release from the property owner absolving the Owner of any and all responsibility in connection with the disposal of material on said property. When material is disposed of as above provided and the disposal location is visible from the Project, Contractor shall dispose of the material in a neat and uniform manner to the satisfaction of Owner.

73 COMMERCIAL ACTIVITIES

73.1 Contractor shall not establish any commercial activity or issue concessions or permits of any kind to third parties for establishing commercial activities on lands owned or controlled by Owner. Contractor shall not allow its employees to engage in any commercial activities on the Project.

74 PROJECT SIGNS

74.1 With the exception of the right reserved by the Owner to erect a sign in connection with the Project and unless otherwise provided in the Contract Documents, the Contractor shall not display or permit to be displayed on or

about the Project, any sign, trademark, poster or other advertising or identifying device, without prior written approval of Owner.

75 PUBLICITY AND ADVERTISING

75.1 Contractor shall not make any announcement or release any information or publish any photographs concerning this Agreement or the Project or any part thereof to any member of the public, press or any official body, unless prior written consent is obtained from Owner.

76 PROTECTION OF EXISTING PROPERTY

76.1 Contractor shall conduct its operations so as not to damage, close or obstruct any improvement, utility installation, highway, road or other property unless and until permits therefor have been obtained. If facilities are closed, obstructed, damaged or rendered unsafe by Contractor's operations Contractor shall, at its expense and not as a Cost of the Work, make such repairs and provide such temporary signage, barricades, guides, lights and other signals as necessary or required for safety and as are acceptable to Owner.

76.2 Unless otherwise specifically provided in this Agreement, Contractor shall not do any Work that would disrupt or otherwise interfere with the operation of any pipeline, telephone, electric transmission line, ditch or other structure nor enter upon lands in their natural state until approved by Owner. Thereafter, and before it begins such Work, Contractor shall give due notice to Owner of its intention to start such Work. Contractor shall not be entitled to any extension of the Contract Time or any extra compensation on account of any postponement, interference or delay caused by any such line, ditch or structure on or adjacent to the Project.

76.3 Contractor shall preserve and protect all cultivated and planted areas and vegetation such as trees, plants, shrubs and grass on or adjacent to the Project which, as determined by Owner, do not reasonably interfere with the performance of this Agreement. Contractor shall be responsible for damage to any such areas and vegetation and for unauthorized cutting of trees and vegetation, including, without limitation, damage arising from the performance of its Work through operation of equipment or stockpiling of materials. All costs in connection with any repairs or restoration necessary or required by reason of any such damage or unauthorized cutting shall be borne by Contractor and not reimbursed as a Cost of the Work.

77 ILLUMINATION

77.1 When any Work is performed at night or where daylight is unavailable or obscured, Contractor shall provide artificial light sufficient to permit Work to be carried on efficiently, inspection. During such time periods the access to the place of Work shall also be clearly illuminated. All wiring for electric light and power shall be installed and maintained in a first-class manner, securely fastened in place at all points and shall be kept as far as possible from telephone wires, signal wires and wires used for firing blasts.

78 NOTICES

78.1 No notice will be effective unless and until sent in the manner set forth herein.

78.2 Written notice to the other Party must be sent to the attention of the individual(s) at the address(es) set forth in Section 78.2 of the Key Business Terms, as may be changed by the applicable Party upon ten (10) days written notice to the other Party.

78.3 Written notice must be sent by express mail (overnight delivery), courier or certified mail, postage prepaid, with a return receipt requested. All notices will be deemed effective upon actual receipt if (a) delivered personally (b) mailed by certified mail, or (c) mailed by express mail, overnight delivery service; provided, however, the effective date of any properly addressed notice will be deemed to be one day after notice is sent. The effective date of notice will be deemed to be the first date of an attempted delivery if the notice was properly addressed and the recipient Party either refused delivery, failed to inform the sending Party of a change in address, or delivery could not be made for reasons not attributable to the sending Party. The designated address for

delivery of notice must include a street address, suite number (if applicable), city, state and zip code. If a notice address does not include such information, the notice address for such party shall be the prior proper address.

79 GOVERNING LAW AND INTERPRETATION

79.1 This Agreement shall be governed by the laws of the State of Florida, notwithstanding its conflict of laws principles.

79.2 This Agreement represents a negotiated arms' length transaction between the Parties. No inference or presumption will drawn against either Party as the drafter of all or a portion of the Contract Documents.

79.3 The invalidity of any provision of the Contract Documents will not invalidate the entire Contract or its remaining terms. If any provision of the Contract Documents violates any Applicable Law or public policy, or is otherwise invalid or unenforceable, then to the full extent allowed by the Applicable Law, an arbitrator or a court will revise that provision to the extent necessary to make it lawful, within public policy, and enforceable and to give effect to the Parties intentions for agreeing to such provision. Provisions that cannot be revised will be deemed severed from the Contract Documents from the remainder of the Contract Documents.

79.4 In the interest of brevity, the Contract Documents omit modifying words such as "all "or "any" and articles such as "the" and "an", but the inclusion of such modifies and articles in one provision and their exclusion in other provisions will not affect the interpretation of either provision. Use of the words "including" will mean "including but limited to" and in no event be interpreted to limit any general statement, term, or matter to the specific items listed.

80 RIGHTS AND REMEDIES

80.1 The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

80.2 Those provisions of this Agreement which by their very nature, survive final acceptance under this Agreement, shall remain in full force and effect after completion, abandonment, or termination, including without limitation all representations, warranties, indemnities, insurance, and bond requirements.

81 SUCCESSORS, ASSIGNS AND ASSIGNMENT

81.1 Owner and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party in respect to all covenants, agreements and obligations contained in this Agreement. It is agreed that Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement or its right, title and interest in and to the same or any part thereof, without previous consent of Owner and concurred to by the Surety.

81.2 It is understood that if Owner assigns its rights and obligations hereunder, Contractor agrees that it shall complete the Work for the assignee under the same terms and conditions. Any entity which may succeed to the rights of the Owner shall be entitled to enforce the rights and obligations of Owner.

81.3 Notwithstanding anything to the contrary contained herein, Owner may assign and transfer its rights and obligations related to or arising out of this Agreement to any other corporation, partnership or other entity and upon such assignment, Owner's shall have no further obligations or liability for any claims or actions relating to this Agreement which arise on or after the date of the assignment.

82 EXAMINATION OF CONTRACTOR'S RECORDS/ACCOUNTING RECORDS

82.1 Contractor shall check all materials, equipment and labor entering into the Work and shall keep such full and detailed accounts as may be necessary for proper financial management under this Agreement, and the system shall be satisfactory to the Owner.

82.2 During the progress of the Work, Contractor agrees to furnish Owner a copy of its monthly report (showing costs incurred for the preceding month and dollars disbursed to the date thereof) and at least quarterly will furnish an updated report showing anticipated monthly draws through completion. Contractor will provide a final accounting of all Cost of the Work with its application for final payment.

82.3 For four (4) years after final payment under this Agreement, Owner will have access to, and the right to examine, audit, and copy any books, correspondence, subcontracts, purchase orders, documents, receipts, vouchers, payrolls, payment ledgers, memoranda, papers and records of the Contractor in both physical and electronic forms, including metadata, arising out of or relating in any way to the Cost of the Work. Contractor will reimburse Owner for any over-payment discovered as a result of such examination and audit, even if conducted after final payment.

83 ATTORNEYS' FEES

83.1 In the event of litigation or arbitration arising out of or relating to this Agreement, the prevailing party shall be entitled to collect reasonable attorneys' fees, paralegal fees, and expert fees, from the non-prevailing party and costs and expenses of such litigation or arbitration, whether at the trial level or on appeal.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first written above.

OWNER:

Thomas Jinks
By: Thomas Jinks (Jan 20, 2022 15:34 EST)
Name: Thomas Jinks
Title: Sr Manager Real Estate Development

CONTRACTOR:

Chad Cockrell
By: Chad Cockrell (Jan 20, 2022 15:32 EST)
Name: Chad Cockrell
Title: Vice President of Operations

CONSTRUCTION AGREEMENT
COST PLUS with GUARANTEED MAXIMUM PRICE

PROJECT NAME: Wildlight - Curiosity Park ; **PROJECT NUMBER**: CN-21-00131 ("Project")

Exhibit "A"

The Key Business Terms

The following terms and conditions will supplement or, if applicable, replace the indicated provisions in the Agreement; all other terms and conditions of the Agreement will remain effective.

The Parties to this Agreement are Wildlight LLC, a Florida limited liability company ("Owner"), whose principal place of business is 1 Rayonier Way, Wildlight, FL 32097, and A.J. Johns, Inc, a Florida corporation ("Contractor"), whose principal place of business is 3225 Anniston Road, Jacksonville, FL 32245 (individually each is a "Party" and collectively they are both "Parties").

PROPERTY: The Project is located at the street address 2251 Curiosity Avenue, as designated for the City of Wildlight, County of Nassau in the State of Florida, and more particularly described in the "**Property Description**", which is attached to the Agreement as **Exhibit "B"** ("Property").

SITE: The Site ☐ IS ☒ IS NOT the entire Property. In the event that the Site is not the entire Property, the Site is a portion of the Property designated as follows: , or by Owner.

DESIGN PROFESSIONAL: The Design Professional for the Project is England-Thims & Miller, Inc., a corporation, formed under the laws of the State of Florida ("Design Professional"), whose principal place of business is 14775 Old St. Augustine Road, Jacksonville, FL 32258.

Owner may replace the Design Professional at any time in accordance with its agreement with the Design Professional by providing written notice to Contractor, in which event the replacement design professional will be considered the Design Professional on a going forward basis.

3 CONTRACT DOCUMENTS

3.1.6 Other Contract Documents, if any, consist of the following documents:

.1 ;

.2 ;

5 CONTRACT PRICE

5.1 Contractor's Fee will be N/A percent (N/A%) of the actual Cost of the Work, or the lump sum amount of N/A US Dollars ($N/A), as may be adjusted only in strict conformance with Article 23 of the Agreement.

Contractor guarantees that the Contract Price will not exceed the maximum price of One Hundred Eighteen Thousand, Three Hundred Forty-eight and 01/100 U .S. Dollars ($118,348.01) (the "Guaranteed Maximum Price" or "GMP"), as may be adjusted only in strict conformance with Article 23 of the Agreement.

5.4.1 The Cost of the Work will include the pro-rata portion of the actual salaries paid to the following approved personnel, if any, employed by Contractor who are stationed at offices other than the Site office when performing services exclusively for the benefit of Owner and the Project:

.1

.2

6 PAYMENT AND PERFORMANCE BONDS

6.1 (Check one of the following) Contractor ☐ WILL ☒ WILL NOT provide payment and performance bonds to the Owner for this Contract.

7 CONTRACT TIME

7.3 The Commencement Date for the Work (the "Commencement Date") will be determined as follows:

☐ Contractor commenced Work on , 20 . All such Work is subject to the terms and conditions of the Contract Documents, and any payments made by Owner in connection with such Work will be credited against the GMP.

☒ Contractor will commence the Work within seven(7) days after Owner provides Contractor with a written Notice to Proceed.

☐ Contractor will commence the Work on , 20 .

7.4 Contractor is obligated to achieve the following milestones within the times or dates indicated

Number	Description of required milestone achievement	Specific date/calendar days
1.	Substantial Completion	60
2.		

The Contract Time is ☒ Sixty (60) calendar days from the Commencement Date or ☐ the date of , 20 , as may be adjusted only in strict conformance with Article 23 of the Agreement.

12 SUBSTANTIAL COMPLETION

12.1 The "Substantial Completion Date" is the date upon which Contractor is obligated to achieve Substantial Completion of the entire Work.

13 LIQUIDATED DAMAGES

13.1 LIQUIDATED DAMAGES FOR DELAY ☐ apply ☒ do NOT apply: If and to the extent that Liquidated Damages apply to this Agreement, Contractor will be liable for and shall pay to the Owner an amount equal to N/A U.S. Dollars ($N/A) per calendar day for each day after expiration of the Contract Time until Contractor achieves Substantial Completion of the entire Work ("Liquidated Damages"). Notwithstanding the foregoing, Owner may, at its option, deduct the Liquidated Damages from any payment otherwise due Contractor, and reduce the GMP accordingly. In no event will Contractor's payment of Liquidated Damages be considered a Cost of the Work or a valid use of any Contingency. Contractor acknowledges that the Liquidated Damages are a reasonable estimate at the time of contracting of Owner's actual delay damages, and that Owner's actual delay damages would be extremely difficult or impossible to measure at the time of breach. In no event will Contractor take the position that the Liquidated Damages are an unenforceable penalty. The Liquidated Damages will be Owner's exclusive remedy for Contractor's failure to achieve Substantial Completion within the Contract Time; provided, however, the availability of Liquidated Damages will in no event preclude Owner from exercising other right under the Agreement, including without limitation, Owner's termination rights and rights to recover damages resulting from causes other than Contractor's failure to achieve Substantial Completion within the Contract Time.

22 CHANGES

22.3 Contractor's sole markup for all Changes in the Work shall be limited to the following:

22.3.1 Changes to the Work performed by Contractor: Contractor's maximum markup for overhead, general conditions, and profit will be ten percent (10%) of the direct Cost of the Work for the categories identified in Section 22.2;

22.3.2 Changes to the Work performed by subcontractors: Contractor's maximum markup for overhead, general conditions, and profit will be six percent (6%) of the direct Cost of the Work for the categories identified in Section 22.2; and the maximum markup for overhead, general conditions, and profit paid to any subcontractor will be six percent (6%) of the subcontractor's direct Cost of the Work for the categories identified in Section 22.2;

22.3.3 Adjustment to the costs of premiums for bonds will be one percent (1%) of the direct Cost of the Work for the categories identified in Section 22.2; and

22.3.4 Adjustment to the costs of premiums for insurance will be one percent (1%) of the direct Cost of the Work for the categories identified in Section 22.2.

78 NOTICE

78.2Written notice must be sent and addressed to the Parties, as followings:

OWNER:
Wildlight LLC
Attn: Tommy Jinks
1 Rayonier Way
Wildlight, FL 32097
Facsimile: (904) 261-9322
Email: tommy.jinks@wildlight.com

with a copy to:
Rayonier Inc.
Attn: Law Department
1 Rayonier Way
Wildlight, FL 32097
Facsimile # (904) 261-2107
Email: joy.lawarre@rayonier.com

CONTRACTOR:
A.J. Johns, Inc
Attn: Chad Cockrell
3225 Anniston Road
Jacksonville, FL 32245
Facsimile: N/A
Email: ccockrell@ajjohns.com

Exhibit "B"

Property Description

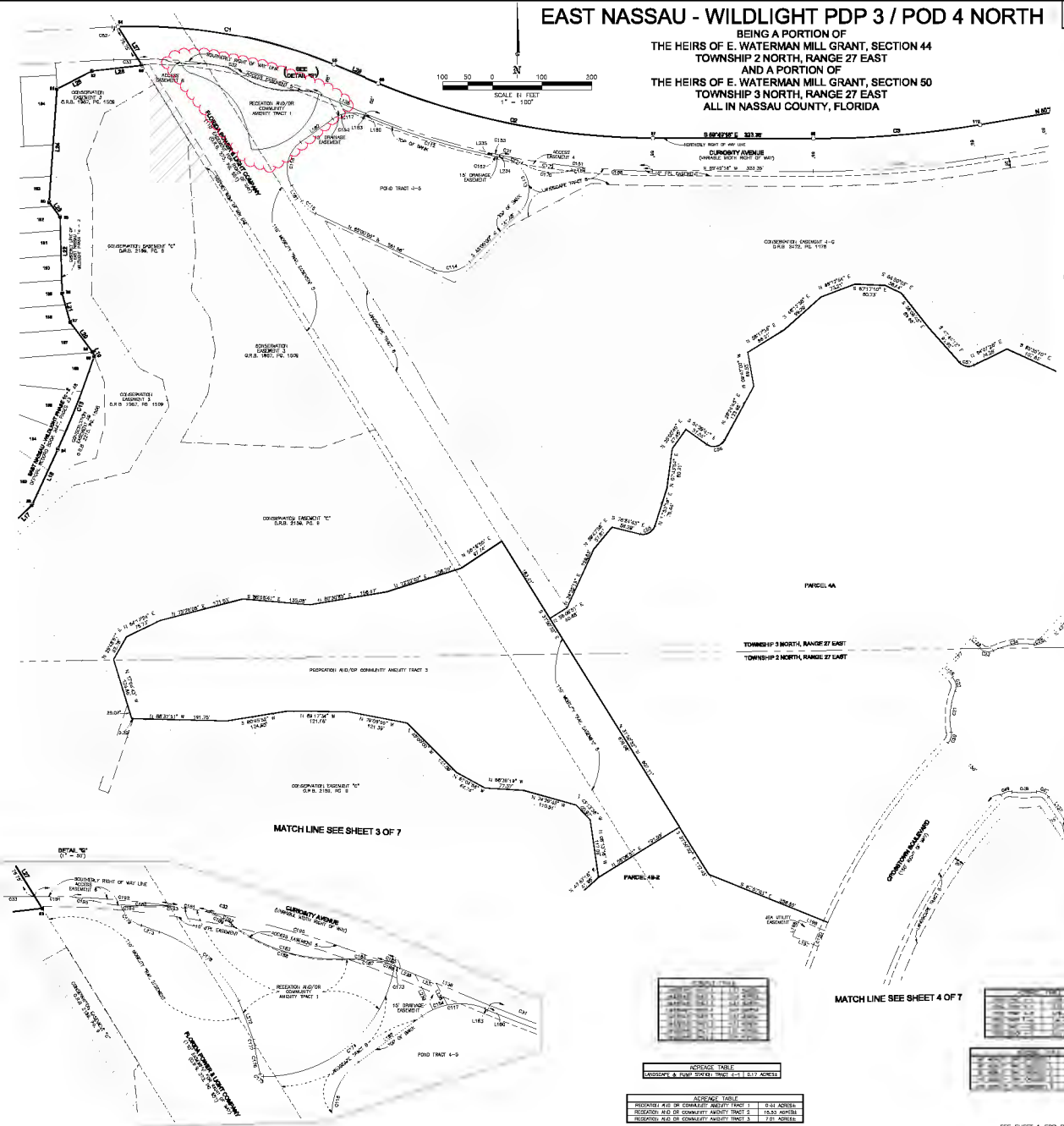
EXHIBIT B

EAST NASSAU - WILDLIGHT PDP 3 / POD 4 NORTH

BEING A PORTION OF
THE HEIRS OF E. WATERMAN MILL GRANT, SECTION 44
TOWNSHIP 2 NORTH, RANGE 27 EAST
AND A PORTION OF
THE HEIRS OF E. WATERMAN MILL GRANT, SECTION 50
TOWNSHIP 3 NORTH, RANGE 27 EAST
ALL IN NASSAU COUNTY, FLORIDA

OFFICIAL RECORDS BOOK _____ PAGE _____

SHEET 5 OF 7



ACREAGE TABLE	
TOTAL PLAT	361.32 ACRES±

ACREAGE TABLE	
PARCEL 4A	6.66 ACRES±

ACREAGE TABLE	
FUTURE RIGHT OF WAY TRACT 1	2.30 ACRES±
FUTURE RIGHT OF WAY TRACT 2	3.11 ACRES±

ACREAGE TABLE	
LANDSCAPE & PUMP STATION TRACT 4-1	0.17 ACRES±

ACREAGE TABLE	
RECREATION AND OR COMMUNITY AMENITY TRACT 1	0.44 ACRES±
RECREATION AND OR COMMUNITY AMENITY TRACT 3	15.53 ACRES±
RECREATION AND OR COMMUNITY AMENITY TRACT 5	7.01 ACRES±

SEE SHEET 1 FOR GENERAL NOTES AND DESCRIPTIONS
THIS MAP IS NOT COMPLETE WITHOUT SHEETS 1 THRU 7

LD BRADLEY LAND SURVEYORS
OUR WORLD DOWNLOADED ... NOW AUTOMATED

L. D. BRADLEY LAND SURVEYORS
510 SOUTH 8TH STREET
MACCLENNY, FLORIDA 32063
PHONE (904) 786-8400 FAX (904) 786-1479
LICENSED BUSINESS No. 6588

W.O. NO.: 21-389	DATE: 06/22/2021	DRAFTED BY: DHB
CHECKED BY: RJJ	CAD FILE: 21389 PLAT.DWG	FB PG

W.O. NO.: D-21-389

DN-21-00191 - A.J. Jones, Inc - RJB #120621 - RD 1280F4.ED 72748

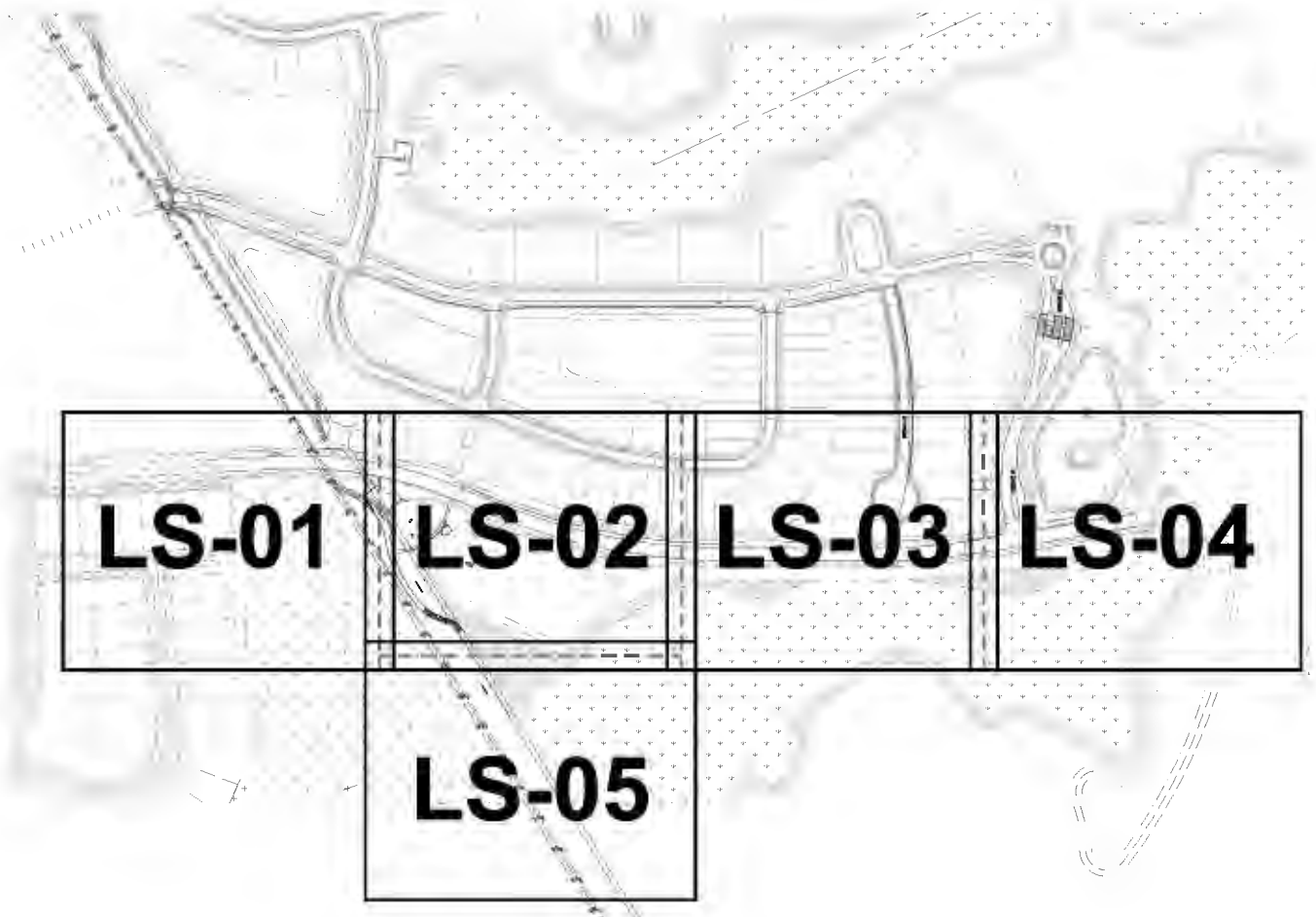
Exhibit "C"

List of Plans and Specifications

EXHIBIT C

WILDLIGHT - CURIOSITY AVENUE

LANDSCAPE ARCHITECTURE DOCUMENTS



INDEX PLAN

LANDSCAPE SHEET INDEX:

SHEET NO.:	DRAWING DESCRIPTION
LS-00	LANDSCAPE COVER SHEET
LS-01	LANDSCAPE PLAN
LS-02	LANDSCAPE PLAN
LS-03	LANDSCAPE PLAN
LS-04	LANDSCAPE PLAN
LS-05	LANDSCAPE PLAN
LS-06	LANDSCAPE SPECIFICATIONS AND DETAILS
LS-07	LANDSCAPE DETAILS
LS-08	LANDSCAPE SPECIFICATIONS AND NOTES
LS-09	LANDSCAPE PLAN
LS-10	HARDSCAPE DETAILS
LS-11	HARDSCAPE DETAILS

BID SET

CONTRACTOR SHALL BE RESPONSIBLE FOR CONFIRMING WITH THE LANDSCAPE ARCHITECT THAT CURRENT PLANS ARE BEING USED FOR BIDDING AND INSTALLATION

811 KNOW WHAT'S BELOW. ALWAYS CALL 811 BEFORE YOU DIG. www.callsunshine.com

PLANS PREPARED UNDER THE DIRECTION OF:

DANIEL ASHWORTH, JR., PLA
LA. NUMBER: LA 6666639

REVISIONS:

ETM No. 19-239-01-018
DRAWN BY: D.A.A.
DESIGNED BY: D.A.A.
CHECKED BY: I.M.S.
DATE: 2021

Ellerbrock-Tilton & Miller, Inc.
LANDSCAPE ARCHITECTURE
Jacksonville, FL 32256
TEL: (904) 642-8550
FAX: (904) 646-8408
CA - 0000284 LC - 0000016

ETM
VISION • EXPERIENCE • RESULTS

LANDSCAPE COVER & INDEX

WILDLIGHT PDP #3 - CURIOSITY AVENUE
FOR
RAYDIENT PLACES + PROPERTIES

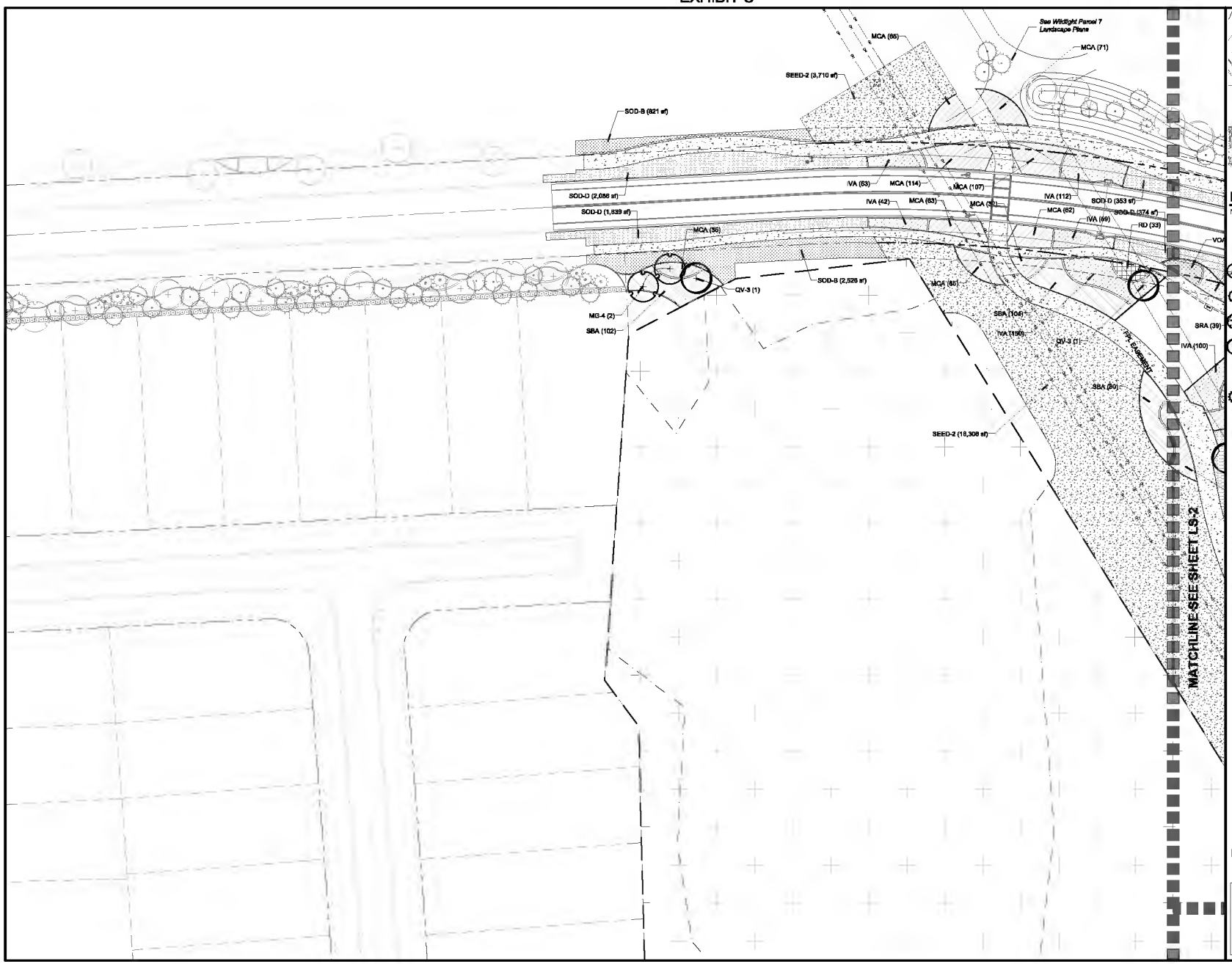
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LS-00

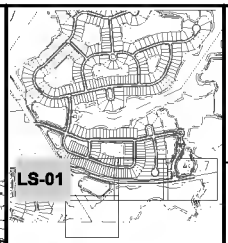
PLOTTED: August 19, 2021 10:10 AM, By: Daniel Ashworth, Jr.

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CN-21-00191 - A.J. Jones, Inc - RLB c120621 - RG 128074,ZD 72340

EXHIBIT C





KEY MAP
N.T.S.

PLANT SCHEDULE

LARGE TREES	QSSS	Quercus virginiana	
	AR-3	RED MAPLE	
	RI	RIVER BIRCH MULTI-TRUNK	
	MG-1	Magnolia grandiflora	
	PE-3	SLASH PINE	
	PE-4	SLASH PINE	
	PD	AMERICAN Taxodium	
	QV-3	SOUTHERN LIVE OAK	
	QV-5	SOUTHERN LIVE OAK	
	TD-1	BALD CYPRESS	
PALM TREES	CEEX	Coccothrinax	
	SP-13	CABBAGE PALMETTO	
	SP-14	CABBAGE PALMETTO	
SHRUBS	CEEX	Coccothrinax	
	IVA	SCHILLINGS DWARF FAUROX	
	MCA	[illegible]	
	RD	[illegible]	
	SBA	SAND CORDGRASS	
	SRA	SAW PALMETTO	
	TFA	Osmanthus fragrans [illegible]	
	VDM	MS. SCHILLERS DELIGHT WALTERS VIBURNUM	
GROUND COVERS	CEEX	Coccothrinax	
	JP	PARSON'S JUNIPER	
SOD/SEED	GSSS	Stenotaphrum	
	SEED-3	BAHIA GRASS	
	SOD-B	BAHIA GRASS	
	SOD-G	EMERALD ZOYSIA	

0' 15' 30' 60'
1"=30'-0"

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PLANS PREPARED UNDER THE DIRECTION OF:
DANIEL ASHWORTH, JR., PLA
LA. NUMBER: LA 6666639

REVISIONS:

ETM NO. 19-239-01-018
DRAWN BY: D.A.A.
DESIGNED BY: D.A.K.
CHECKED BY: K.M.S.
DATE: [illegible] 2021

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LANDSCAPE PLAN
WILDLIGHT PDP #3 - CURIOSITY AVENUE
FOR
RAYDIENT PLACES + PROPERTIES

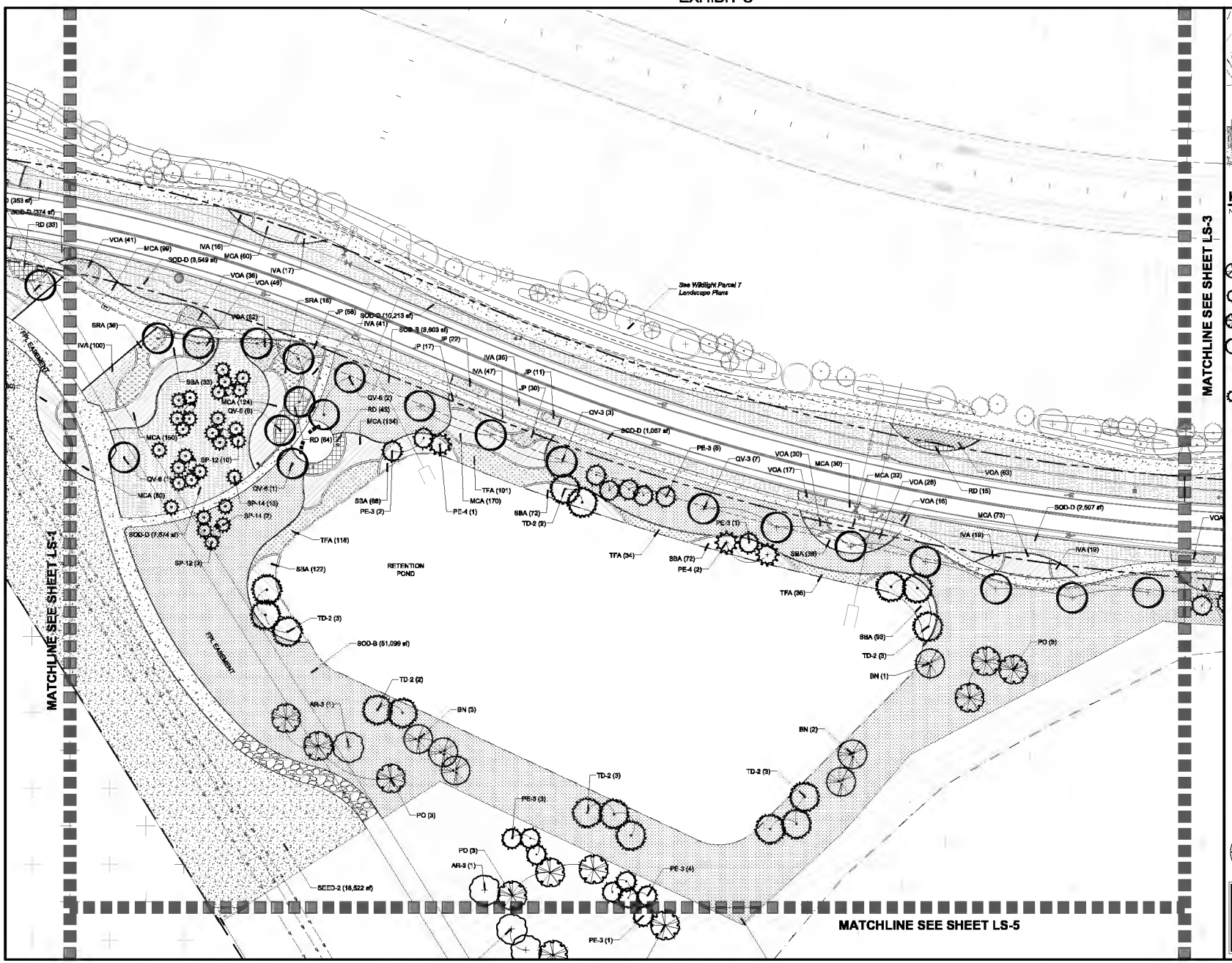
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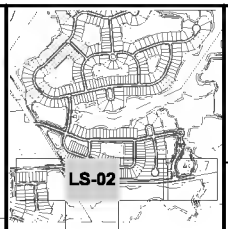
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EXHIBIT C





KEY MAP

N.T.S.

PLANT SCHEDULE

LARGE TREES		
AR-3		RED MAPLE
RI		RIVER BIRCH MULTI-TRUNK
MG-1		
PE-3		SLASH PINE
PE-4		SLASH PINE
PD		AMERICAN
QV-3		SOUTHERN LIVE OAK
QV-6		SOUTHERN LIVE OAK
TF-1		BALD CYPRESS
SP-13		CABBAGE PALMETTO
SP-14		CABBAGE PALMETTO
IVA		SCHILLINGS DWARF FAUROY
MCA		
RD		
SBA		SAND CORDGRASS
SRA		SAW PALMETTO
TFA		
VOA		MS. SCHILLERS DELIGHT WALTERS WAIVER
JP		PARSONS JUNIPER
SEED-3		
SOD-B		BAHIA GRASS
SOD-D		EMERALD ZOYSIA

0' 15' 30' 60'
1"=30'-0"

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PLANS PREPARED UNDER THE DIRECTION OF:

DANIEL ASHWORTH, JR., PLA
LA. NUMBER: LA 6666639

REVISIONS:

ETM NO. 19-239-01-018
DRAWN BY: D.A.A.
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DATE: MAY 2021

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LANDSCAPE PLAN

WILDLIGHT PDP #3 - CURIOSITY AVENUE FOR RAYDIENT PLACES + PROPERTIES

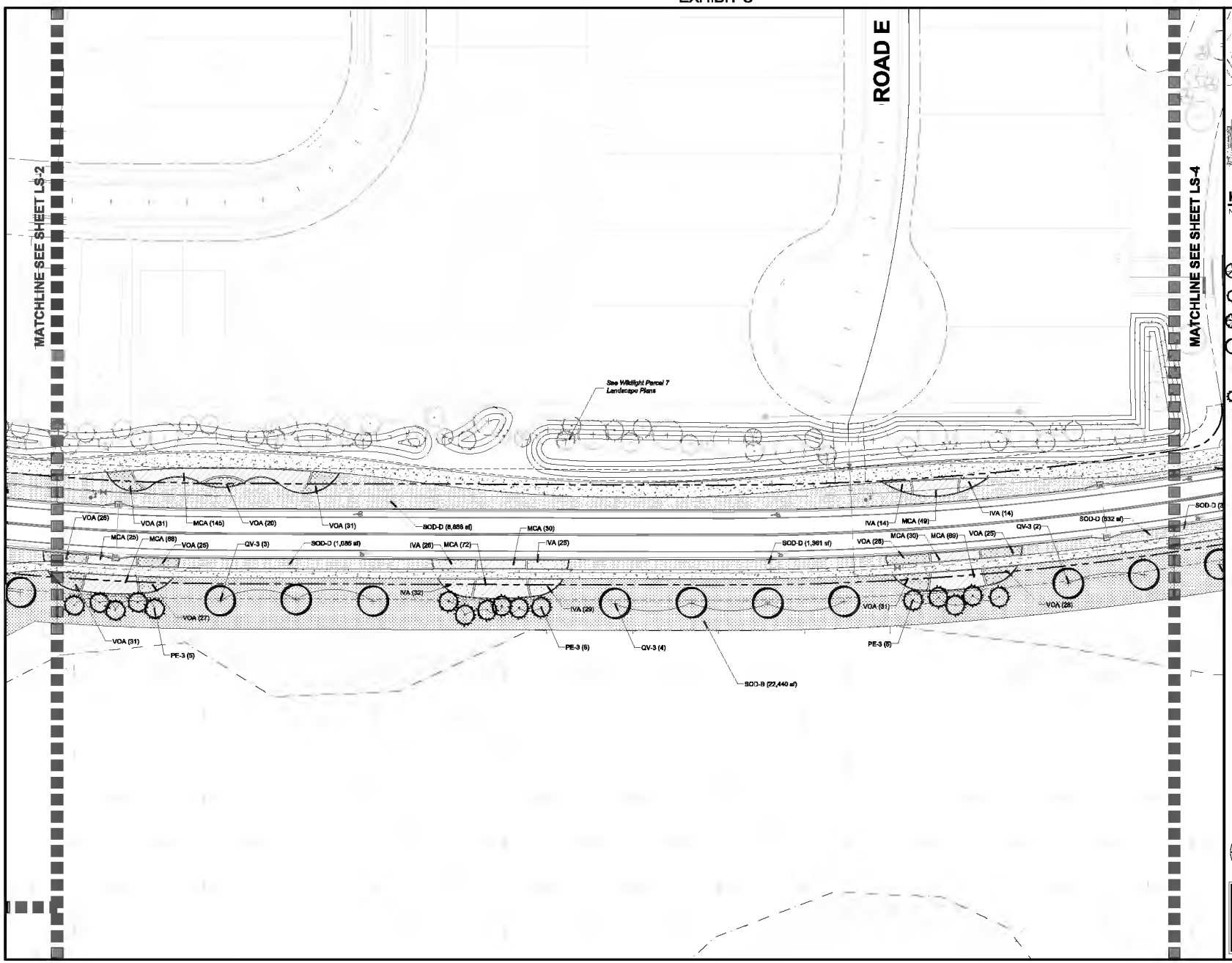
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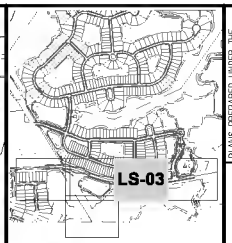
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EXHIBIT C





KEY MAP

N.T.S.

PLANT SCHEDULE

LARGE TREES	CODE	COMMON NAME
	AR-3	RED MAPLE
	RI	RIVER BIRCH MULTI-TRUNK
	MG-1	
	PE-3	SLASH PINE
	PE-4	SLASH PINE
	PD	AMERICAN
	QV-3	SOUTHERN LIVE OAK
	QV-5	SOUTHERN LIVE OAK
	TD-1	BALD CYPRESS
PALM TREES	CODE	COMMON NAME
	SP-13	CABBAGE PALMETTO
	SP-14	CABBAGE PALMETTO
SHRUB MASS	CODE	COMMON NAME
	IVA	SCHILLINGS DWARF FAUROX
	MCA	
	RO	
	SBA	SAND CORDGRASS
	SRA	SAW PALMETTO
	TFA	
	VOA	MS. SCHILLERS DELIGHT WALTERS AGUAVIA
GROUND COVER	CODE	COMMON NAME
	JP	PARSON'S JUNIPER
SOD/SEED	CODE	COMMON NAME
	SEED-3	
	SOD-B	BAHIA GRASS
	SOD-G	EMERALD ZOYSIA

0' 15' 30' 60'
1"=30'-0"

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PLANS PREPARED UNDER THE DIRECTION OF:
DANIEL ASHWORTH, JR., PLA
L.A. NUMBER: LA 6666639

REVISIONS:

ETM NO. 19-239-01-018
DRAWN BY: D.A.A.
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CHECKED BY: K.M.S.
DATE: JULY 2021

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LANDSCAPE PLAN

WILDLIGHT PDP #3 - CURIOSITY AVENUE
FOR
RAYDIENT PLACES + PROPERTIES

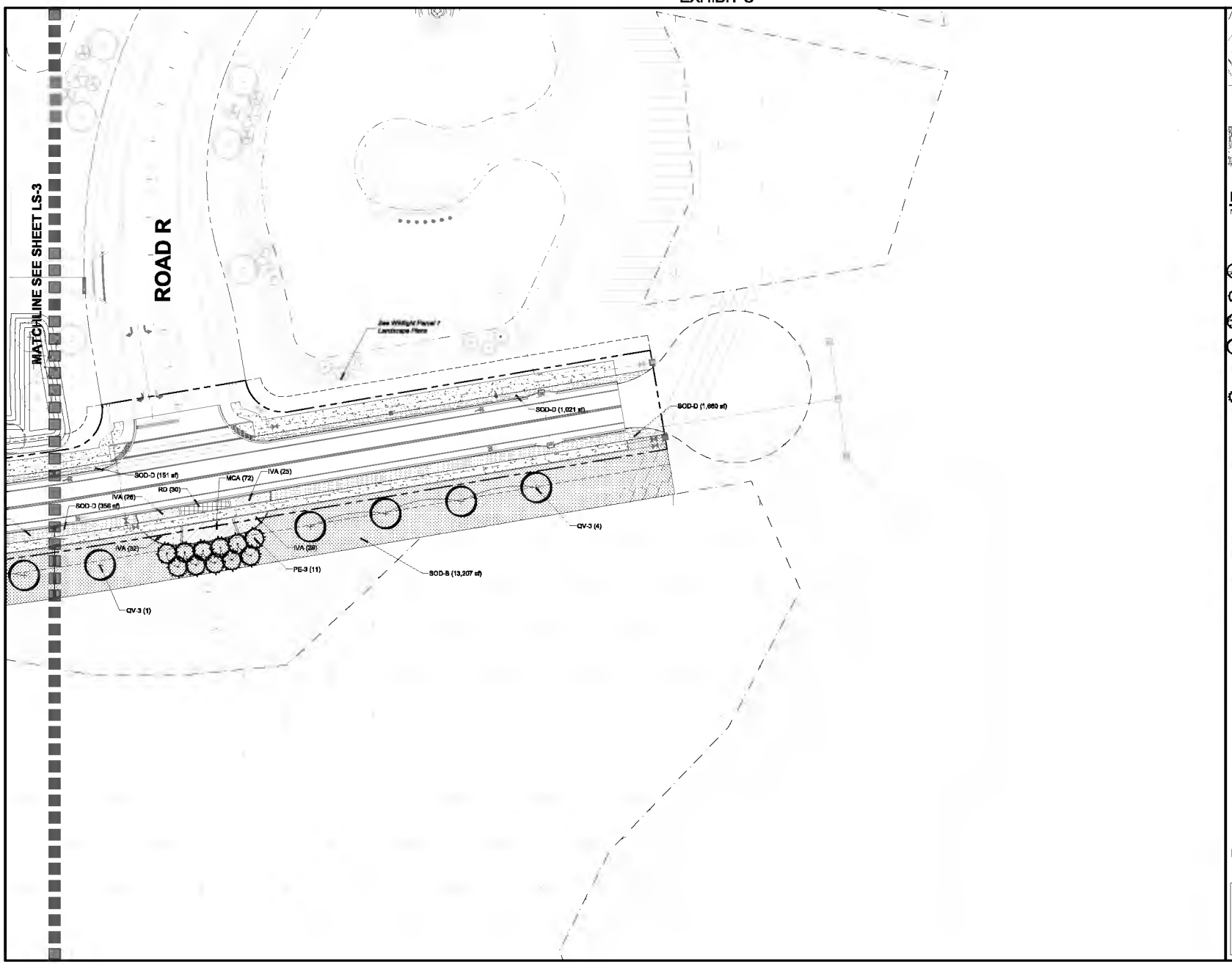
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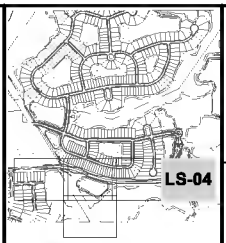
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EXHIBIT C





KEY MAP

N.T.S.

PLANT SCHEDULE

LARGE TREES	QSSS	TRIAXIS LIVE OAK	
	AR-3	RED MAPLE	
	BN	RIVER BIRCH MULTI-TRUNK	
	MG-1	MAGNOLIA GRANDIFLORA	
	PE-3	SLASH PINE	
	PE-4	SLASH PINE	
	PD	AMERICAN SYCAMORE	
	QV-3	SOUTHERN LIVE OAK	
	QV-5	SOUTHERN LIVE OAK	
	TD-1	BALD CYPRESS	
PALM TREES	CEA	CABBAGE PALM	
	SP-13	CABBAGE PALMETTO	
	SP-14	CABBAGE PALMETTO	
SHRUB AREA	VBA	SCHILLINGS DWARF FAUROI	
	MCA	MUHLY GRASS	
	RD	RED TIP YUCCA	
	SBA	SAND CORDGRASS	
	SRA	SAW PALMETTO	
	TFA	DWARF FAKAHATCHEE GRASS	
	VDA	MS. SCHILLERS DELIGHT WALTERS AGAVE	
GROUND COVER	CDDC	CANADA LOVE	
	JP	PARSON'S JUNIPER	
SOD/SEED	CDSC	CANADA LOVE	
	SEED-3	WILDFLOWERS	
	SOD-B	BAHIA GRASS	
	SOD-Q	EMERALD ZOYSIA	

0' 15' 30' 60'
1"=30'-0"

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PLANS PREPARED UNDER THE DIRECTION OF:

DANIEL ASHWORTH, JR., PLA
L.A. NUMBER: LA 6666639

REVISIONS:

ETM NO. 19-239-01-018
DRAWN BY: D.A.A.
DESIGNED BY: D.A.A.
CHECKED BY: I.M.S.
DATE: MAY 2021

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LANDSCAPE PLAN

WILDLIGHT PDP #3 - CURIOSITY AVENUE
FOR
RAYDIENT PLACES + PROPERTIES

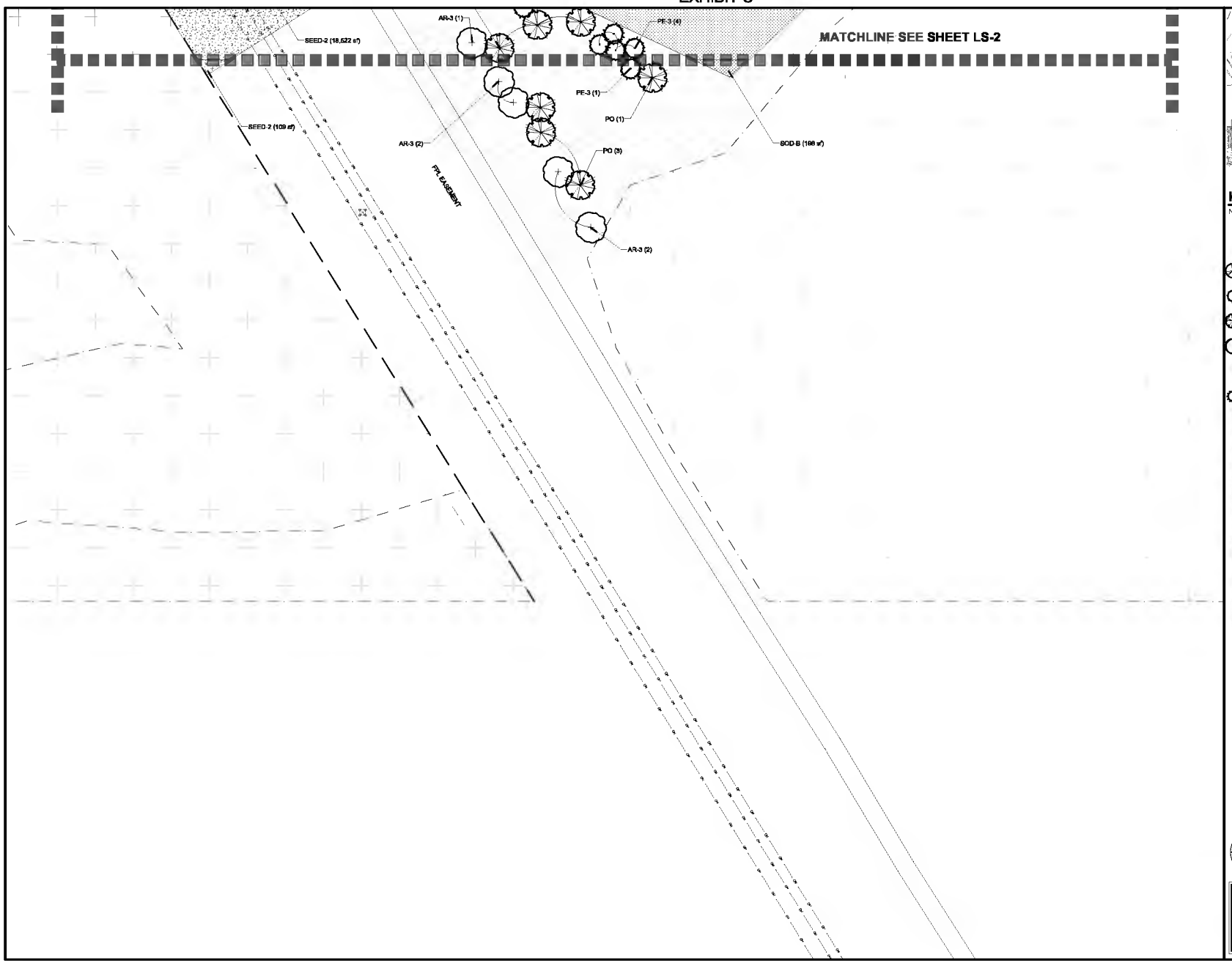
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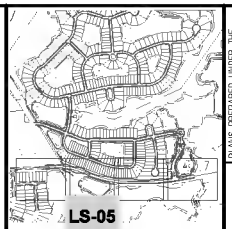
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EXHIBIT C





LS-05

KEY MAP

N.T.S.

PLANT SCHEDULE

LARGE TREES	CODE	COMMON NAME
	AR-3	RED MAPLE
	BN	RIVER BIRCH MULTI-TRUNK
	MG-1	SWEETBAY MAGNOLIA
	PE-3	SLASH PINE
	PE-4	SLASH PINE
	PO	AMERICAN HOLLY
	QV-3	SOUTHERN LIVE OAK
	QV-5	SOUTHERN LIVE OAK
	TD-1	BALD CYPRESS
PALM TREES	CODE	COMMON NAME
	SP-13	CABBAGE PALMETTO
	SP-14	CABBAGE PALMETTO
SHRUBS/GROUNDCOVER	CODE	COMMON NAME
	IVA	SCHILLINGS DWARF FAUROT
	MCA	MUHLY GRASS
	RO	BLUE MIST TYPE
	SBA	SAND CORDGRASS
	SPA	SAW PALMETTO
	TFA	DWARF YAUPON HOLLY
	VDA	RS. SCHILLERS DELIGHT WALTER'S VIBURNUM
GROUNDCOVERS	CODE	COMMON NAME
	JP	PARSON'S JUNIPER
SOD/SEED	CODE	COMMON NAME
	SEED-3	WILDFLOWERS
	SOD-B	BAHIA GRASS
	SOD-Z	EMERALD ZOYSIA

0' 15' 30' 60'
1"=30'-0"

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PLANS PREPARED UNDER THE DIRECTION OF:

DANIEL ASHWORTH, JR., PLA
L.A. NUMBER: LA 6666639

REVISIONS:

ETM NO. 19-239-01-018
DRAWN BY: D.A.A.
DESIGNED BY: D.A.A.
CHECKED BY: K.M.S.
DATE: MAY 2021

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LANDSCAPE PLAN

WILDLIGHT PDP #3 - CURIOSITY AVENUE
FOR
RAYDIENT PLACES + PROPERTIES

DRAWING NUMBER
LS-05

PLOTTED: August 19, 2021 - 10:12 AM, By: Daniel Ashworth, Jr.

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EXHIBIT C

LANDSCAPE SPECIFICATIONS:

PART 1 GENERAL NOTES

1.1 Scope. This section includes all planting of shrubs, trees, ground covers, and other supplementary work shown on the drawings and specified herein, complete.

1.2 Applicable Documents. The following publications, specifications, and standards of the issues listed in this paragraph (including the amendments and addenda designated), but referred to hereinafter by basic designation only, form a part of this specification to the extent required by the references thereto.

1.3 Publication of Reference. Publications as herein listed shall be held in basic reference:

1.3.1 Grades and Standards for Nursery Plants, Parts I and II, State Department of Agriculture and/or State Plant Board of Florida, Seagle Building, Gainesville, Florida.

1.3.2 State of Florida Fertilizer Law, Office of the Secretary of State, Tallahassee, Florida.

1.3.3 American Standard for Nursery Stock (ANSI Z60.1–), American Association of Nurserymen.

1.3.4 Tree Care Operations (ANSI Z133.1–)

1.3.5 Guideline Specifications to Sodding, America Sod Producers Association (ASPA).

1.4 Substitutions of Plant Material. If a plant is found to be unavailable, submit proof of non–availability and a proposal for use of equivalent material. When authorized, adjustment of contract amount will be made. No substitutions will otherwise be authorized. To prove non–availability, The Contractor must provide at least five (5) letters from growers or dealers from the States of Florida and Georgia explaining the non–availability of the plant material. Substitutions made without prior approval may be rejected after planting and any replacement of materials will be at the contractors expense.

1.5 On–Site Conditions and Adjustments. The locations of plants, as shown on the plans, are approximate. Planting shall be adjusted to fit actual as–built conditions on the site, including but not limited to separation from hardscapes and utilities as governed by municipal codes. Any changes in locations caused thereby shall be made without additional cost to the Owner, Owner's Representative, or Landscape Architect. The Contractor shall immediately notify the Owner's Representative when conditions detrimental to plant growth are encountered, such as rubble fill, lime rock, or obstructions; and when field conditions are different than portrayed on the plans prior to planting. The Owner or Owner's Representative may adjust the layout or location of specified plant materials to avoid these areas without additional costs.

1.6 Coordination of Plantings. Coordinate all landscape work with the Owner's Representative and other contractors. Plant trees and shrubs after final grades are established and prior to planting of lawns, unless otherwise directed by the Owners Representative.

1.7 Fine Grading. Provide fine grading necessary to establish finish grade in all landscape areas. Fine grading shall include only minor grading to correct random or infrequent grade irregularities of 12" or less; unless otherwise noted on plans.

1.8 Liability of Contractor. The contractor shall be liable for any and all damages to property that result from his performance, including damage to preserved trees. He shall, without extra cost, mitigate or restore to original condition any areas and/or construction damaged, defaced, disturbed, or destroyed by him or his workmen.

1.9 Tree Tagging. A tree tagging trip may be requested by Owner's Representative prior to approval of plant material. Landscape contractor shall be responsible for providing transportation and accommodations if necessary.

1.10 Inferior Materials. Contractor shall be responsible for rejecting inferior materials. Materials in a damaged or unhealthy state may be rejected by the Owners Representative if necessary.

1.11 Onsite Debris. Contractor shall be responsible for removing and disposing of offsite all stones over 1" in diameter, sticks, roots, and other extraneous matter in planted areas to a depth of 2'. If debris is excessive and results from construction waste please contact owners representative for appropriate actions.

PART 2 SUBMITTALS

2.1 Soil Testing for Plant Material. The Contractor shall be responsible for testing soils in planted areas to confirm that soil is suitable for healthy plant growth.

2.2 Seed Certification. All seed must comply with regulatory agencies for fertilizer and herbicide composition.

2.3 Inspection Certificates, Manufacturer's Data. Upon request of Owners representative copies of inspection certificates or manufacturer's data shall be provided for any material used onsite; in addition to existing materials found onsite.

PART 3 MATERIALS

3.1 General Plant Materials Requirements. Provide state inspected, nursery grown plants, unless otherwise specified. Conform to the plant schedule, "Florida Department of Agriculture Grades and Standards for Nursery Plants", local landscape ordinance, and, where applicable, to ANSI Z60.1 All plant materials shall be nursery grown, Florida No.1 stock. Any material not consistent with Florida Number 1 standards may be rejected after planting and replacement of materials will be at the contractors expense. All materials shall be healthy, vigorous, free of diseases and insects, pruned for best shape without appearance of "de–horning", and without symptoms of nutritional deficiency. Furnish plants grown under climatic conditions similar to those in the locality of the project. All plants must be true of variety, cultivars, and/or species. Plants must measure according to sizing requirements detailed on the drawings. Plants must be naturally bushy, dense, in good foliage, well branched, and of good appearance. The nursery/nurseries from which they are derived shall be under regulatory inspection by the Florida State Department of Agriculture and/or the Florida State Plant Board or an equivalent agency, if derived from outside the State of Florida. Plants entering from outside the State of Florida must bear the entry certificate of the State Department of Agriculture of the State of Florida. All plant materials will be subject to approval of the Owner or Owner's Representative for quality, size and color.

3.2 Soil Additives. Contractor shall be responsible for adding peat, humus, fertilizer, manure, pH adjusters or any other commercially accepted soil additive to insure normal, healthy plant growth.

3.3 Balled and Burlapped Trees. Ensure that field grown material follows local industry standards for root pruning, digging, balling and burlapping, etc. All balled and burlapped materials must be hardened off before shipment. All materials are subject to approval by the Owners Representative prior to shipping to project site.

3.4 Spaded Trees. Trees shall have been spaded from a commercial nursery field that has been inspected by The Department of Agriculture and Consumer Services within the last 9 months. The Contractor shall provide a copy of the most recent Nursery, Stock dealer and Special Inspection Report for verification upon Owners Representative request. Ball size shall be at least one size greater than recommended by ANSI Z60.1, American Standard for Nursery Stock, unless otherwise specified. Spaded material is subject to approval and tagging by the Owner's Representative prior to shipping to project site.

3.5 Container Plants. Provide container grown plants with sufficient roots to hold the container soil together after removal from the container. Root bound plants and plants with inadequate root systems are not acceptable.

3.6 Surface Mulch. Plans shall specify mulch type. Mulch shall be in a non–decomposed state; not more than one (1) season old.

3.7 Herbicides, Insecticides. Chemical sprays, dusts, or gaseous compounds used on or around plant materials, including but not limited to trees, shall be approved for such uses by the environmental protection agency and the Florida department of agriculture and consumer services. Such materials as may be used shall not constitute a hazard to human health or interfere with site working conditions and habitation.

3.8 General Seed Requirements. Where seeding may be required on the plans, the seed required shall comply with all minimum provisions of the Florida seed certification and testing law. Noxious weed seeds shall be non–existent and foreign materials shall not exceed two percent. All disturbed areas not shown as sodded shall be seeded.

3.9 General Sod Requirements. See plan for specified sod. All sod shall be healthy, strongly rooted and not less than two (2) years old, free of weeds and undesirable native grasses in 18" x 24" pads, 1–1/2" thick. Sod shall conform to "nursery grown" grade as established by American Sod Producers Association (ASPA). Sod shall be considered free of weeds if less than 5 weeds are found per 10D square feet of area. Brown, dry, irregularly smooth, and/or un–fresh sod will be rejected.

PART 4 PLANTING PROCEDURES

4.1 General. Prior to commencement of any work, the landscape contractor shall inspect the site, locate planting areas, placement of guying devices, locate electrical cables, conduits, and other underground and above utilities so that proper precautions and procedures may be followed during and throughout construction. The contractor shall become familiar with other job trade activity which has an impact upon his work or upon which his work has an impact and shall arrange to carefully coordinate his work with other trades through the owner's representative on–site. All planting practices listed herein shall insure healthy plant growth.

4.2 Layout. The location of plants and planting beds, as shown on these plans, are approximate. The locations and bed lines shall be staked on the project site by the contractor and approved by the owner's representative before any plant pits or beds are dug. The contractor is responsible for verifying that proper setbacks, as defined by local codes and rules, are provided between trees and their proximity to utilities and hardscapes. Unless otherwise noted, no tree shall be planted closer than four feet to a hardscape surface. The owner's representative may adjust plant material locations to meet field conditions. Contractor shall make minor adjustments without additional cost to the owner.

4.3 Finish Grades. The landscape contractor is responsible for all fine grading and preparation for planting. Finish grades (top of soil) for all sod areas after settlement shall be one–half inch below the top of abutting curbs, walks, walls and abutments. The finish grade of all plant beds prior to mulching shall be three inches below finish grade of sod, abutting curbs, walks and walls. Three inches of mulch shall be added after planting.

4.4 Planting Seasons/Times. The planting of plant materials and lawns may proceed at any time, period, or season agreed upon by the contractor and the owner or owner's representative.

4.5 Plant Pits. The contractor shall excavate plant pits, unless otherwise approved, according to the drawings.

4.6 Setting Plants. Each plant shall be established in a manner consistent with plant details. All plants shall be set plumb and straight. Plants shall be established to a depth that is not greater than that at which they grew when in the nursery container or field. All back fill shall be tamped and worked firmly under and around the root ball to fill all voids.

4.7 Soil Preparation for Trees, Shrubs and Groundcover. All areas to be planted shall be prepared in a manner to insure normal, vigorous and healthy growth of plant material.

4.8 Staking. All trees are to be staked unless otherwise instructed by owner or owner's representative. Refer general staking details on the drawings. Materials used shall insure healthy plant growth.

4.9 Mulching. All plant beds and plant saucers shall be uniformly covered with a four–inch (4") layer of mulch. Hedges shall be mulched the full width of the hedge bed. Contain mulch within landscape borders.

4.10 Sod. All areas to be either seeded, sprigged, or sodded shall be prepared in a manner to insure normal, vigorous and healthy growth.

4.10.1 Fine grade lawn areas to smooth, even surface with loose, uniformly fine texture. Roll, rake and drag lawn areas, remove ridges and fill depressions with topsoil as required to meet finish grades. In areas to be sodded, allow for sod thickness.

4.10.2 Sod Installation. Lay sod in straight, parallel rows to form a solid mass with tightly fitted joints, without overlap. Stagger strips to offset joints. Work topsoil into minor cracks. On 1:3 slopes or greater, lay sod with long dimension of pads parallel to contours and stake sod as necessary to stabilize. Drive sod stakes flush with top of sod.

4.10.3 Sprigging and Seeding. Sprigging/seeding shall be done in a manner to insure a quick grow in period achieving a uniform green lawn prior to final acceptance.

PART 5 MAINTENANCE

5.1 Plant Material. Maintain all plant materials until final acceptance. Maintenance shall include all required watering, cultivation, weeding, mowing, pruning, wound dressing, immediate replacement of dead and unacceptable material, straightening plants which lean or sag, adjustments of plants which are planted too low, and any other procedure consistent with good horticultural practice necessary to insure normal, vigorous and healthy growth of all planting under this contract.

5.2 Lawn. Maintain lawns until final acceptance. Reset settled or eroded sod areas to proper grade. Fill open joints with topsoil. Keep sod free of insects and disease.

PART 6 FINAL INSPECTION AND ACCEPTANCE

6.1 Final Cleanup. Upon final completion of work and before inspection and acceptance, all aspects of the project site shall be thoroughly and completely cleaned of debris, stains, materials, defacements, and temporary facilities. Likewise, any repairs, which are the obligation of this contractor, shall be completed.

6.2 Initial Inspection and Acceptance. Inspection shall be made by the owner or owner's representative within (10) ten days of written notification from the contractor that installation is complete. If all work and materials meet specifications project will be accepted as is. Materials and work not in compliance with specifications shall be rejected by owners representative and replaced by the contractor within (15) fifteen days of notification by owner's representative. Notification will graphically depict all rejected material on plans. Upon replacement of all rejected work and materials by the contractor the owner's representative shall conduct a final inspection within ten (10) days of written notification from the contractor that all rejected work has been replaced according to specifications. Approval will be granted upon the acceptance of all replaced material noted on plans. After final acceptance, the landscape contractor will not be responsible for damage to work resulting fromneglect by owner, damage by others; abnormal weather conditions such as floods, excessive wind, severe freezing or abnormal rains; or other activities clearly beyond the landscape contractor's control.

PART 7 GUARANTEE

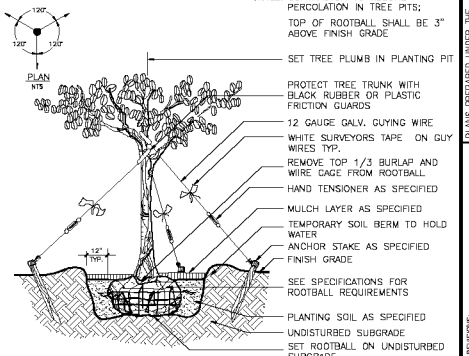
7.1 Guarantee. All plant materials and trees installed by the contractor shall be guaranteed for 365 days from the date of final inspection and acceptance. The contractor shall replace at no additional cost to the owner, all plant materials which die and/or which are not healthy and in a good growing condition during the guarantee period. Replacement of such material shall occur within ten (10) days from owner's written notification to the contractor. The 365 day guarantee period for replaced plant materials shall commence on the date of acceptance of the replaced item or items of plant material. The contractor shall not be required to replace, repair, or restore any portion of the work that is damaged, defaced, disturbed, and/or destroyed by others after final acceptance.

NOTE: IT IS THE CONTRACTORS RESPONSIBILITY TO VERIFY WITH THE LANDSCAPE ARCHITECT THAT THEY ARE USING THE MOST CURRENT PLAN SET FOR BIDDING AND INSTALLATION. FAILURE TO VERIFY CURRENT PLAN SET COULD RESULT IN CORRECTIVE WORK, INCLUDING DESIGN REVISIONS AND PERMITTING FEES TO BE PERFORMED AT THE CONTRACTORS EXPENSE.

ALL PLANTS WILL BE FULLY IRRIGATED AS PER 37.05(G)(1).

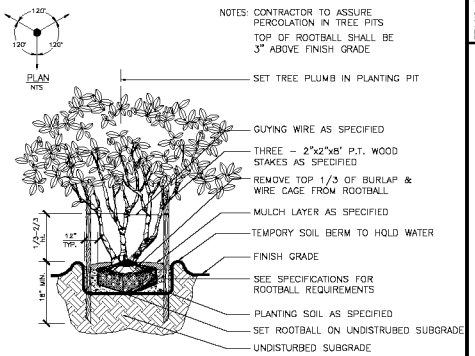
ALL TREES PLANTED WILL BE STAKED OR GUYED FOR A PERIOD OF AT LEAST 6 MONTHS AS PER 37.05(B)(2).

THE PROPERTY OWNER IS RESPONSIBLE FOR THE MAINTENANCE OF ALL LANDSCAPE AREAS, INCLUDING IRRIGATION, MOWING, TRIMMING, FERTILIZING, & CARRYING OUT THE ACTIVITIES TO KEEP THE PLANT MATERIAL IN A HEALTHY AND GROWING CONDITION, MAINTAIN VISUAL CLEARANCE, & ALLOW PASSAGE OF VEHICLES & PEDESTRIANS ON PUBLIC ROADS & NON–EXCLUSIVE EASEMENTS AS PER 37.05(J).



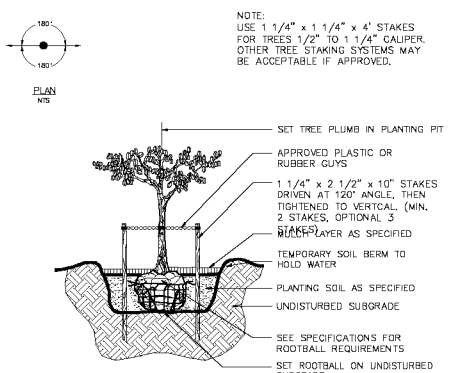
LARGE TREE PLANTING DETAIL (4" CALIPER AND LARGER)

SCALE: NTS



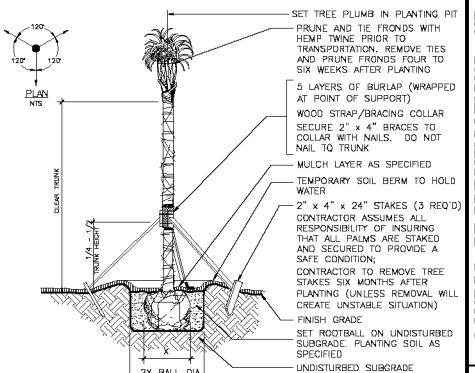
MULTI–TRUNK TREE PLANTING DETAIL

SCALE: NTS



SMALL TREE PLANTING DETAIL (1" TO 3–1/2" CALIPER)

SCALE: NTS



TYPICAL PALM PLANTING DETAIL

SCALE: NTS

PLANS PREPARED UNDER THE DIRECTION OF:

DANIEL ASHWORTH, JR., PLA
LA NUMBER: LA 6666839

PLOTTED: August 19, 2021 – 10:12 AM, BY: Daniel Ashworth, Jr.

REVISIONS:

ETM NO. 19–238–01–018
DRAWN BY: D.A.A.
DESIGNED BY: D.A.A.
CHECKED BY: K.M.S.
DATE: JULY 2021

Ecological Tilling & Mowing, Inc.
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ETM
VISION • EXPERIENCE • RESULTS

LANDSCAPE SPECIFICATIONS AND DETAILS

WILDLIGHT PDP #3 - CURIOSITY AVENUE

FOR

RAYDIENT PLACES + PROPERTIES

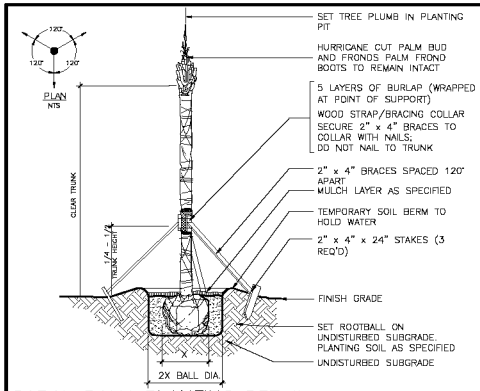
DRAWING NUMBER

LS-06

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GN-21-09191 - A.J. Johns, Inc - FLB c126621 - FG 126074 ZD 72340

EXHIBIT C

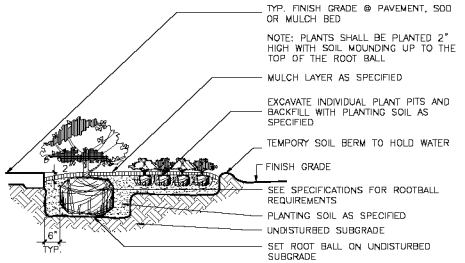


SABAL PALM PLANTING DETAIL

SCALE: NTS

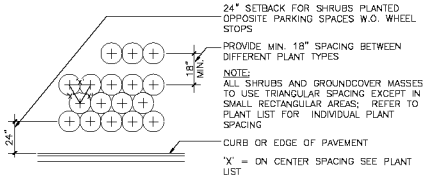
NOTE:
WHEN GROUNDCOVER AND SHRUBS ARE USED IN MASS, PREPARE ENTIRE BED TO RECEIVE PLANTING SOIL AND PLANT MATERIAL AS SPECIFIED.

CONTRACTOR SHALL ASSURE PERCOLATION OF ALL PLANTING PITS PRIOR TO INSTALLATION.



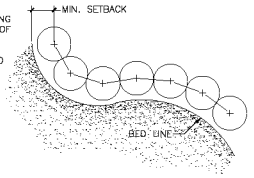
SHRUB AND GROUNDCOVER PLANTING DETAIL

SCALE: NTS



NOTE:
THE PERIMETER OF ALL CURVED PLANTING BEDS SHALL BE PLANTED WITH A ROW OF SHRUBS AS SHOWN IN THE PLANS AND AT THE SPACING SHOWN IN THE PLANT LIST. INTERIOR PORTIONS OF EACH BED SHALL BE PLANTED AT APPROPRIATE SPACING ACCORDING TO THIS PLANT SPACING DETAIL ABOVE.

NOTE:
18" MIN. SETBACK FOR SHRUBS
12" MIN. SETBACK FOR GROUNDCOVERS



SHRUB AND GROUNDCOVER SPACING DETAIL

SCALE: NTS

PLANT SCHEDULE

LARGE TREES	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE	REMARKS
AR-3	6	ACER RUBRUM	RED MAPLE	SIZE AS NEEDED	3" CAL.	14' HT. X 6' SPD.	
BN	8	BETULA NIGRA	RIVER BIRCH MULTI-TRUNK	SIZE AS NEEDED	6" CAL., MT	12-14' HT X 6' SPD	MULTI-TRUNK, 2" PER TRUNK
MG-4	2	MAGNOLIA GRANDIFLORA 'D.D. BLANCHARD' TM	SOUTHERN MAGNOLIA	SIZE AS NEEDED	4"CAL	16' HT. X 6' SPD.	
PE-3	43	PINUS ELLIOTTI	SLASH PINE	SIZE AS NEEDED	3" CAL.	10-12' HT. X 3-4' SPR.	
PE-4	3	PINUS ELLIOTTI	SLASH PINE	SIZE AS NEEDED	4"CAL	14-16' HT X 6' SPD	
PO	13	PLATANUS OCCIDENTALIS	AMERICAN SYCAMORE	SIZE AS NEEDED	2" CAL.	10-12' HT X 5' SPD	
QV-3	26	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	SIZE AS NEEDED	3" CAL.	12-14' HT. X 5' SPD.	
QV-6	10	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	SIZE AS NEEDED	6"CAL	20-22' HT X 8' SPD.	
TD-2	16	TAXODIUM DISTICHUM	BALD CYPRESS	SIZE AS NEEDED	2" CAL.	8-10' HT. X 3-4' SPD.	
PALM TREES	**QTY**	**BOTANICAL NAME**	**COMMON NAME**	**CONT**	**CAL**	**SIZE**	**REMARKS**
SP-12	13	SABAL PALMETTO	CABBAGE PALMETTO	FG		12' CT	HURRICANE CUT, SLICK TRUNK
SP-14	15	SABAL PALMETTO	CABBAGE PALMETTO	FG		14' C.T.	HURRICANE CUT, SLICK TRUNK
SHRUB AREAS	**QTY**	**BOTANICAL NAME**	**COMMON NAME**	**CONT**			
IVA	963	ILEX VOMITORIA 'SCHILLINGS'	SCHILLINGS DWARF YAUPON	3 GAL, 2.5' O.C., 15"HT X 18"SPR		30" o.c.	
MCA	2,126	MUHLENBERGIA CAPILLARIS	PINK MUHLY GRASS	1 GAL		30" o.c.	
RO	187	ROSA X 'MEIGALPIO'	RED DRIFT ROSE	3 GAL.		30" o.c.	
SBA	784	SPARTINA BAKERI	SAND CORDGRASS	1 GAL		36" o.c.	
SRA	55	SERENOA REPENS	SAW PALMETTO	3 GAL		48" o.c.	
TFA	289	TRIPSACUM FLORIDANA	DWARF FAKAHATCHEE GRASS	1 GAL		36" o.c.	
VOA	643	VIBURNUM OBOVATUM 'MS. SCHILLER'S DELIGHT'	MS. SCHILLERS DELIGHT WALTER'S VIBURNUM	3 GAL., 18" MIN. HT.		30" o.c.	
GROUND COVERS	**QTY**	**BOTANICAL NAME**	**COMMON NAME**	**CONT**			
JP	138	JUNIPERUS CHINENSIS 'PARSONII'	PARSON'S JUNIPER	3 GAL		30" o.c.	
SOD/SEED	**QTY**	**BOTANICAL NAME**	**COMMON NAME**	**CONT**			
SEED-2	38,647 SF	FDOT WILDFLOWER MIX	WILDFLOWERS	SEED			
SOD-B	93,894 SF	PASPALUM NOTATUM 'ARGENTINE'	BAHIA GRASS	SOD			
SOD-D	44,596 SF	ZOYSIA JAPONICA 'EMERALD'	EMERALD ZOYSIA	SOD			

MULCH
PINE STRAW MULCH

PLANS PREPARED UNDER THE DIRECTION OF:
DANIEL ASHWORTH, JR., PLA
LA. NUMBER: LA 6666639

REVISIONS:

ETM NO. 19-239-01-018
DRAWN BY: D.A.A.
DESIGNED BY: D.A.A.
CHECKED BY: K.M.S.
DATE: JULY 2021

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ETM
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LANDSCAPE DETAILS
WILDLIGHT PDP #3 - CURIOSITY AVENUE
FOR
RAYDIENT PLACES + PROPERTIES

DRAWING NUMBER
LS-07

PLOTTED: August 19, 2021 - 10:12 AM, BY: Daniel Ashworth, Jr.

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CN-21-00191 - A.J. Johns, Inc - RLB c120621 - RQ 128074.00 72340

EXHIBIT C

GENERAL CONSTRUCTION NOTES:

1. All dimensions are taken from centerline of wall, edge of pavement, face of curb, and/or centerlines of roads at 90 degree angles, unless otherwise noted on plan. The dimensions are shown for approximate size and all walls and curves are to have continuous and smooth transitions without abrupt changes or bends.
2. All forms and alignment of paving, planters and walls shall be inspected and approved by the owner's representative prior to pouring (give a minimum of 48 hours notice).
3. For site personnel grading and drainage, see civil engineers plans.
4. Contractor shall verify location of all surface and sub-surface utilities prior to construction and shall be held liable for damages incurred.
5. Contractor shall be responsible for verifying all irrigation sleeves in the field with the developer.
6. These notes shall be used in conjuction with the plans and any discrepancies shall be brought to the attention of the owner's representative.
7. Contractor must check all dimensions, framing conditions and site conditions before starting work. Owner's representative shall be notified immediately of any discrepancies or possible conflictions.
8. Do not willfully install or construct items as shown on the drawings unless it is obvious in the field that unknown obstructions, grade differences or differences in the area dimensions exist that might not have been considered in the engineering. Such obstructions or differences should be brought to the attention of the owner's representative. In the event this notification is not performed, the contractor shall assume full responsibility for any revisions necessary.
9. Conditions not specifically shown shall be constructed similar to the details for the respective materials.
10. The drawings and specifications represent the finished structure. All bracing, temporary supports, shoring, etc. is the sole responsibility of the contractor. Observation visits to the job site by the owner's representative do not include inspection of construction methods and for safety conditions at the work site. These visits shall not be construed as continuous and detailed inspections.
11. Contractor shall refer to soils engineer's report for percentages of compaction required for all concrete flatwork and footings.
12. Site furnishings shall be installed per manufacturers recommendations, or as recommended in the drawings. Details provided in the drawings for anchoring of furnishings are provided for base only. It shall be the contractors responsibility to coordinate with the manufacturer and submit anchoring details for approval by owner's representative prior to installation.
13. All references to 'Grey' concrete shall mean natural concrete with no color additive.
14. All broom finished concrete shall be brushed in the same direction as indicated on the drawings or as directed by the owner. The broom finish appearance shall not deviate substantially from pour to pour or area-to-area of concrete to another.

GENERAL NOTES:

GENERAL CONDITIONS

1. If materials, quantities, grangling or steps indicated by the drawings or specifications are not in agreement with these notes, the better quality and/or greater quantity, strength or size indicated, specified or noted shall be provided.
2. It is the contractors sole responsibility to determine erection procedures and sequence to insure the safety of the structures and its component parts during erection. This includes, but is not limited to, the addition of temporary bracing, guys or tie-downs as may be necessary. Such material shall be removed and shall remain the property of the contractor after completion of the project.
3. All dimensions and elevations shown on the structural drawings shall be verified by the contractor to conform to those shown on the drawings.
4. The contractor shall be held responsible for having visited the site and having familiarized himself with all existing conditions. Any questions or discrepancies found with regard to the drawings shall be brought to the attention of the architect before submitting a proposal. Field measure existing conditions prior to fabrication of materials.

CAST IN PLACE CONCRETE

1. All concrete shall have the following minimum compressive strength at 28 days:
   - Slab on grade, footings 3000 psi
   - Remaining concrete 4000 psi
2. All concrete shall have a slump of 4" plus or minus 1", and have 2 to 4% air entrainment, and a maximum reinforcement ratio of 0.50.
3. Concrete mix design shall be in accordance with the Latest Edition of ACI 301 Chapter 3, Method 1 or Method 2, submit backup data as required by Chapter 5 Section 5.3 of the Latest Edition of ACI 318.
4. All reinforcing steel shall be new domestic deformed billet steel conforming to ASTM A-615 Grade 60.
5. All concrete work shall be in accordance with "The Building Code Requirements for Reinforced Concrete" ACI 318 Latest Edition, and "Specifications for Structural Concrete for Buildings," ACI 301.
6. All reinforcing details shall conform to "Manual of Standard Practice for Detailing Reinforced Concrete Structures" ACI 315 Latest Edition, unless detailed otherwise on the structural drawings.
7. Contractor shall review architectural and shop drawings for size and location of embedded items, sleeves, slab depressions, slopes, etc. required by other trades. These items shall be furnished and installed prior to placement of concrete.
8. Contractor shall verify locations of all openings, sleeves, anchor bolts, inserts, etc. as supplied by other trades before concrete is placed.
9. Where bar lengths are given on the drawings, the length of any hook, if required, is not included.
10. Contractor shall provide spacers, chairs, bolsters, etc. necessary to support reinforcing steel. Support bars which bear on exposed concrete surfaces shall have ends which are plastic tipped or stainless steel.
11. Contractor shall provide ¾ inch chamfer on all exposed corners of columns, beams, and walls unless otherwise indicated on the architectural drawings.
12. Contractor shall furnish 1 ton of #5 stirrup/tie bars delivered to the job site in standard lengths and fabricated and placed as directed by the architect. The unused material shall be removed and credited to the project at the contract unit price.
13. The following minimum concrete cover shall be provided for reinforcement:
    3" concrete cast against and permanently exposed to earth.
    2" concrete exposed to earth or weather, #6 through #18 bars.
    1½" concrete exposed to earth or weather, #5 bar and smaller.
14. Contractor shall keep a copy of "Field Reference Manual" (ACI Publication SP-15, Latest Edition) at the project field office.
15. Minimum lap splices on all stirrup/tie bar splices shall be 48 bar diameters typ. except where otherwise noted on the drawings. For beams and elevated slabs, lap bottom steel at the support and lap steel over the midspan, unless otherwise noted.
16. Testing laboratory shall submit one copy of all concrete test reports directly to the engineer.
17. Along curved wall sections, the radial spacing specified is a minimum for each face. Provide additional bars as needed to maintain the specified radial spacing.

DESIGN CRITERIA

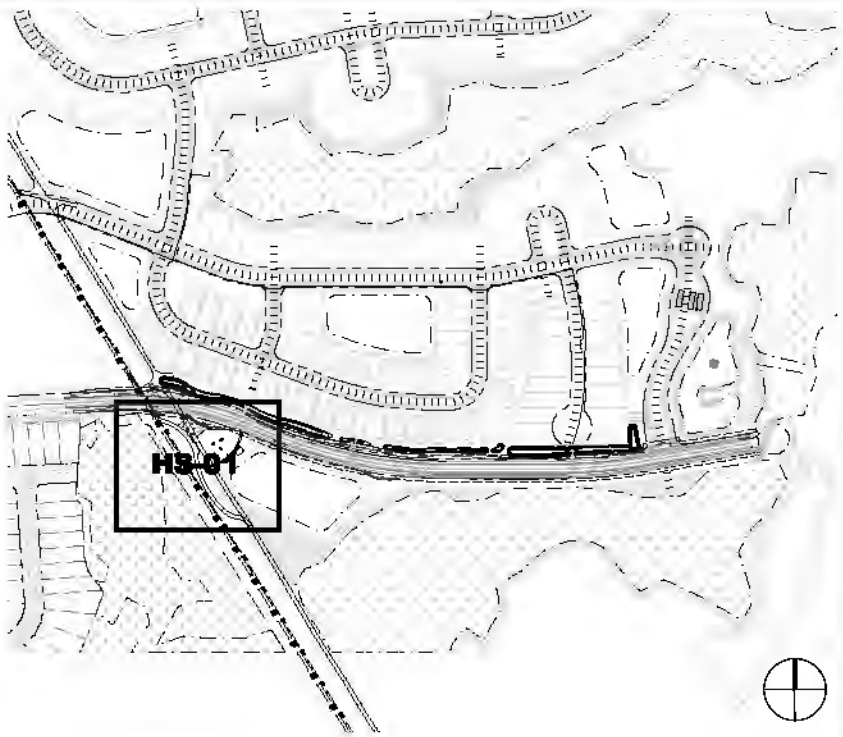
1. All work shall be performed in strict accordance with the requirements of:

   A. General Building Code: Florida Building Code 2020
   B. Concrete:
      Building Code requirements for reinforced concrete (ACI 318-99)
      Specifications for structural concrete for buildings (ACI 301-94).

Design Loads

Wind Loads:

Basic Wind Speed = 130 MPH with 3 second gust
Risk Category II
Exposure = C
Internal pressure coefficient: 0.18 fully enclosed structure
Components and cladding (MEP) +26.83 PSF and -33.06 PSF for design wind pressure



Finish Schedule

Hardscape

Symbol	Construction	Color	Finish	Manufacturer	General Notes	Detail Number
1	Construct 4" thick colored concrete walk with scored joint	Natural Gray 20% Charcoal, 20% Natural	Medium Broom Finish	Supplied by Contractor		2/HS-02
2	Decorative concrete pavers	Color: 60% Light Herringbone	N/A	Techtron 904-358-5901	4"x 12" Plank Paver	1/HS-03
3	Pave with tree inserts	Natural Gray	N/A	Techtron 904-358-5901	4"x8"	1/HS-03
4	Construct 1/2" wide tooled expansion joint Construct 1/4" wide, 1 1/2" tooled	N/A	Finish expansion joint will match adjacent surface	Supplied by Contractor	Provide sample of caulk color to LA	3/HS-02
5	deep control joint	N/A	N/A	Supplied by Contractor		3/HS-02
6	Construct 8" x 12" concrete curb	Natural Gray	Hand Rubbed Finish	Supplied by Contractor		2/HS-02

Site Furnishings

Symbol	Description	Color	Finish	Manufacturer	General Notes	Detail Number
A	Bench	Black Powdercoat Two Recycled Plastic Slats Assembly: To be approved	N/A	Arcata Furnishings 1-800-231-1327	Surface mounted per manufacturer's specifications	2/HS-03
B	Adirondack chairs	by owner Assembly: To be approved	N/A	Supplied by Contractor Caribbean Hammocks	Match Phase 1C?	N/A
C	Hammocks	by owner	N/A	1-305-283-0088	Or approved equal	N/A
D	Hammock posts	Black Powdercoat	N/A	Supplied by Contractor KOVPAN		3/HS-03
E	Fitness equipment	Narrow Wrist	N/A	1 904 716 7615 Ship	Rotona Fitness Equipment	N/A
F	Drinking fountain with bottle fill	Black	N/A	1 630 574 4484	Item #LK4420BFTU	4/HS-03

Hardscape, Thibaud & Hoffman, Inc.
LANDSCAPE ARCHITECTURE
Jacksonville, FL 32207
TEL: (904) 346-5860
FAX: (904) 346-5862
CA: LC0000176 LA: 0666666

ETM
VISION • EXPERIENCE • FORMATION

CIV No. 19-338-01-SIS	REVISIONS:
DRAWN BY: DAA	
DESIGNED BY: DAA	
CHECKED BY: KMK	
DATE: JULY 2020	

PLANS PREPARED UNDER THE DIRECTION OF:
DANIEL ASHWORTH, JR., PLA
LA# 6666666

PLOTTED: August 19, 2020 - 10:19 AM, BY: Daniel Ashworth, Jr.

HARDSCAPE SPECIFICATIONS AND NOTES

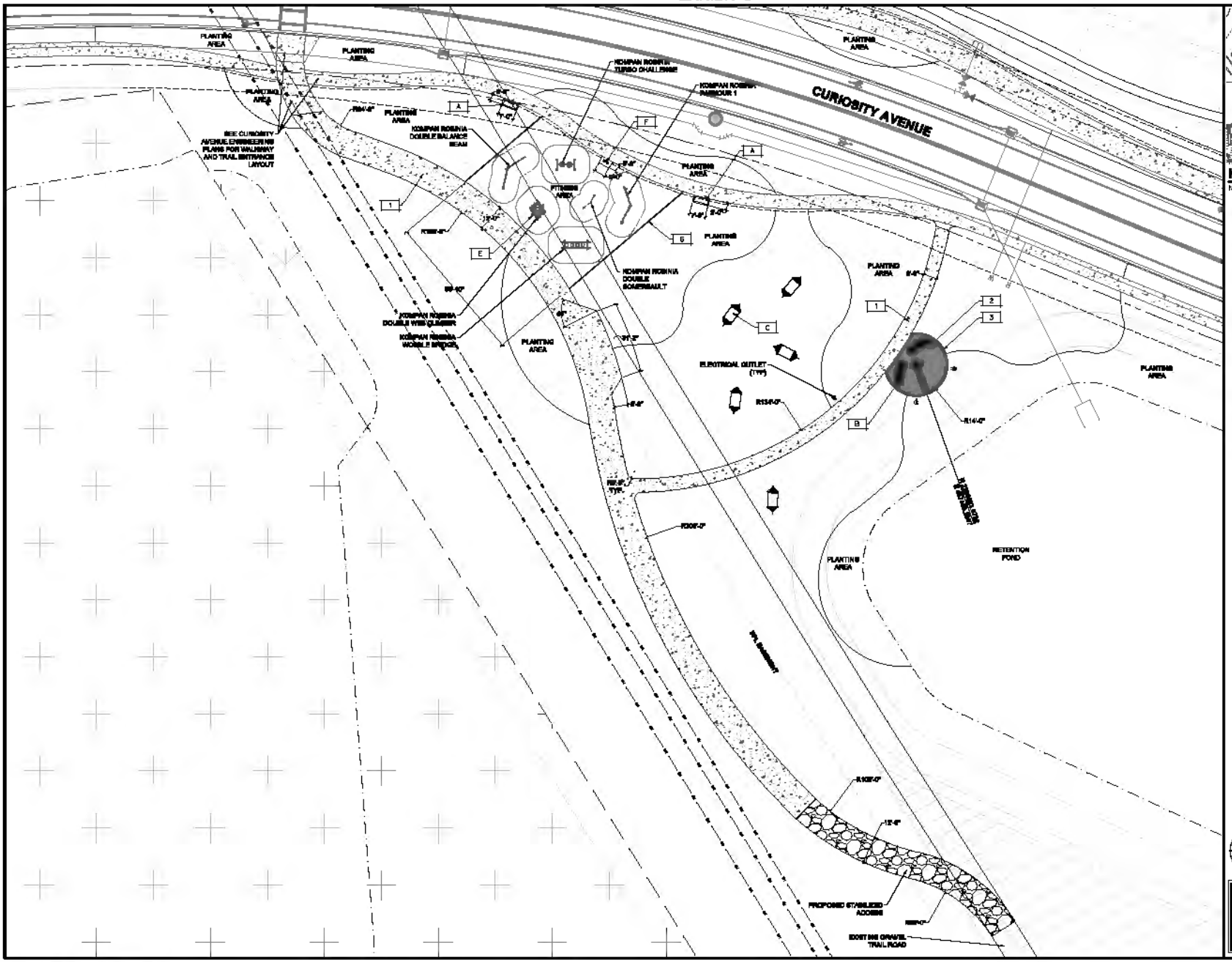
WILDLIGHT PHP #3 - CURIOSITY AVENUE FOR RAYDIENT PLACES + PROPERTIES

DRAWING NUMBER
HS-00

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EXHIBIT C





KEY MAP

N.T.S.

Hardscape

Symbol	Construct
1	Construct 4" thick natural gray concrete walk on compacted sub base
2	Decorative concrete pavers
3	Paver soldier course
4	Construct 1/2" wide tooled expansion joint
5	Construct 1/4" wide x 1 1/2" tooled deep control joint
6	Construct 6" x 12" concrete curb

Site Furnishings

A	Bench
B	Adirondack chairs
C	Hammocks
D	Hammock poles
E	Fitness equipment
F	Drinking fountain with bottle fill

PLANS PREPARED UNDER THE DIRECTION OF:

DANIEL ASHWORTH, JR., PLA
L.A. NUMBER: LA 6666666

REVISIONS:	
ETM NO. 19-236-01-016	
DRAWN BY:	D.A.A.
DESIGNED BY:	D.A.A.
CHECKED BY:	N.H.S.
DATE: JULY 2021	

ETM
Landscape Architecture • Planning • Interiors
Brockwell & Talbot, A.P.C. dba ETM Associates
Address, City, State
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Fax: 000.000.0000
CA License No. 0000000

0' 10' 20' 40'
1"=20'-0"

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HARDSCAPE PLAN

WILDLIGHT PDP P2 - CURIOSITY AVENUE FOR RAYDIENT PLACES + PROPERTIES

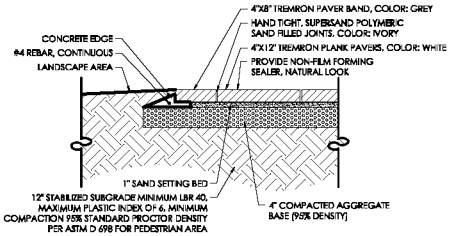
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HS-01

PLOTTED: August 19, 2021 - 10:18 AM, BY: David Ashworth, Jr.

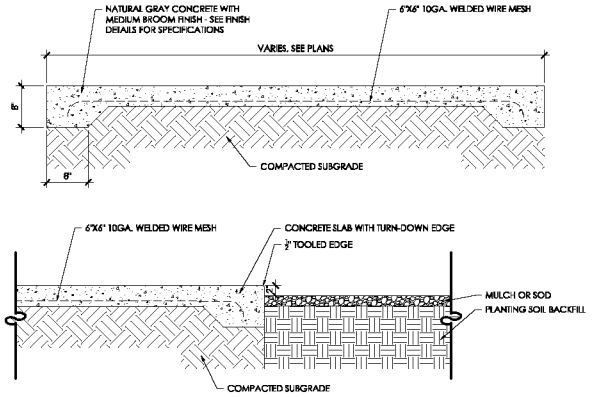
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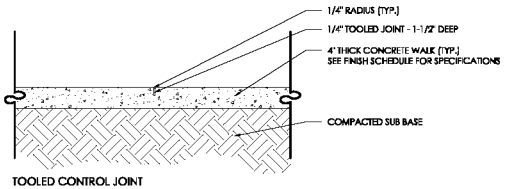
EXHIBIT C



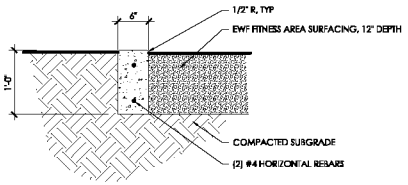
1 HS-02 PAVERS SECTION
SCALE: 1"=1'-0"



2 HS-02 SIDEWALK DETAIL
SCALE: 1"=1'-0"



3 HS-02 SIDEWALK JOINTS DETAIL
SCALE: 1"=1'-0"



4 HS-02 CONCRETE CURB DETAIL
SCALE: 1"=1'-0"

PLANS PREPARED UNDER THE DIRECTION OF:
DANIEL ASHWORTH, JR., PLA
LA. NUMBER: LA 6666639

REVISIONS:

ETM NO. 19-238-01-018
DRAWN BY: D.A.A.
DESIGNED BY: D.A.A.
CHECKED BY: K.M.S.
DATE: JULY 2021

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ETM
VISION - EXPERIENCE - RESULTS

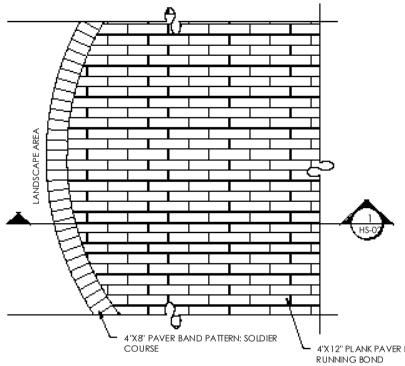
HARDSCAPE DETAILS
WILDLIGHT PDP #3 - CURIOSITY AVENUE
FOR
RAYDIENT PLACES + PROPERTIES

DRAWING NUMBER
HS-02

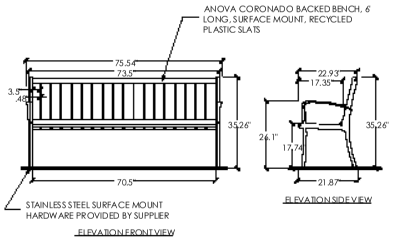
PLOTTED: August 19, 2021 – 10:16 AM, BY: Daniel Ashworth, Jr.
I:\2019\19-238\19-238-01 – raydient work\19-238-01-018-curiosity\Landscape\Plot\19-238-01-018 HS Plot.dwg

CN-21-09131 - A.J. Johns, Inc - KLS 6129921 - RQ 1850742.20 72540

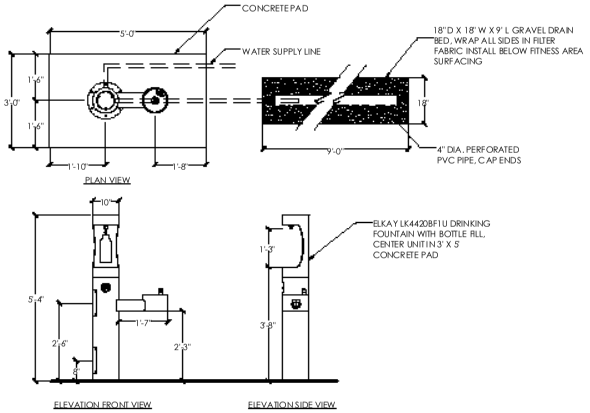
EXHIBIT C



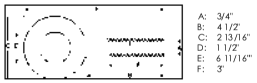
1 HS-03 PAVERS
SCALE: 1/2"=1'-0"

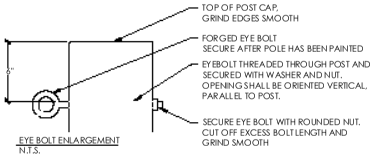


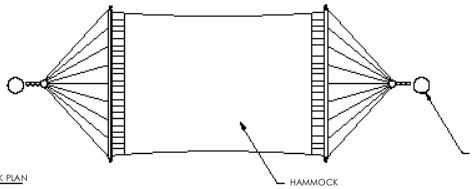
2 HS-03 BENCH
SCALE: 1/2"=1'-0"

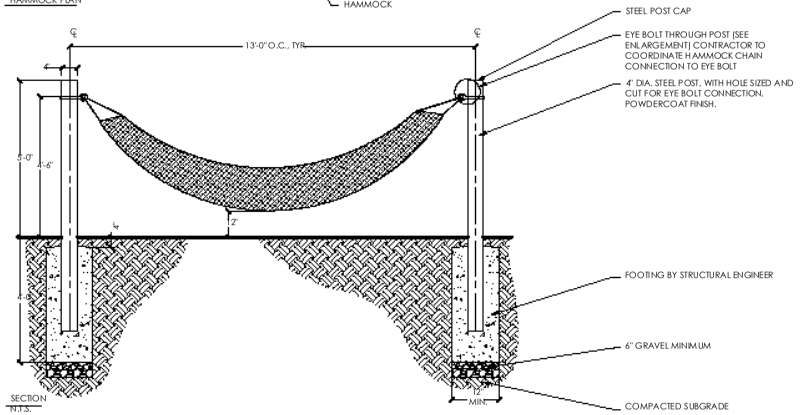


4 HS-03 DRINKING FOUNTAIN WITH BOTTLE FILL
SCALE: 1/2"=1'-0"

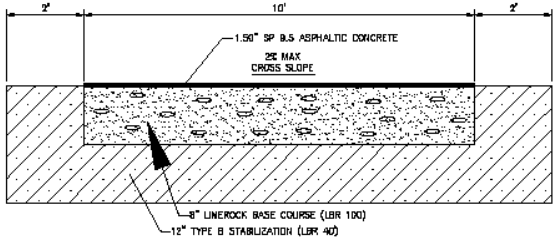






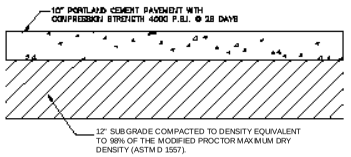


3 HS-03 HAMMOCK POST
SCALE: 1/2"=1'-0"



PAVEMENT SECTION - MULTI-USE PATH (IN FPL TRANSMISSION EASEMENT)

N.T.S.



MULTI-USE PATH CONCRETE APRON SECTION (IN FPL TRANSMISSION EASEMENT)

N.T.S.

PLANS PREPARED UNDER THE DIRECTION OF:

DANIEL ASHWORTH, JR., PLA
L.A. NUMBER: LA 6666636

PLOTTED: September 02, 2021 - 2:16 PM, BY: David Ashworth, Jr.

REVISIONS

ETM NO. 16-236-01-016
DRAWN BY: D.A.A.
DESIGNED BY: D.A.A.
CHECKED BY: K.M.S.
DATE: JULY 2021

Environmental Technology & Management, Inc.
8777 Perimeter Park Blvd, Suite 200
Jacksonville, FL 32216
TEL: (904) 642-8990
FAX: (904) 646-9485
CA - 00002584 LC - 0000316

ETM
ENGINEERING • SURVEYING • PLANNING

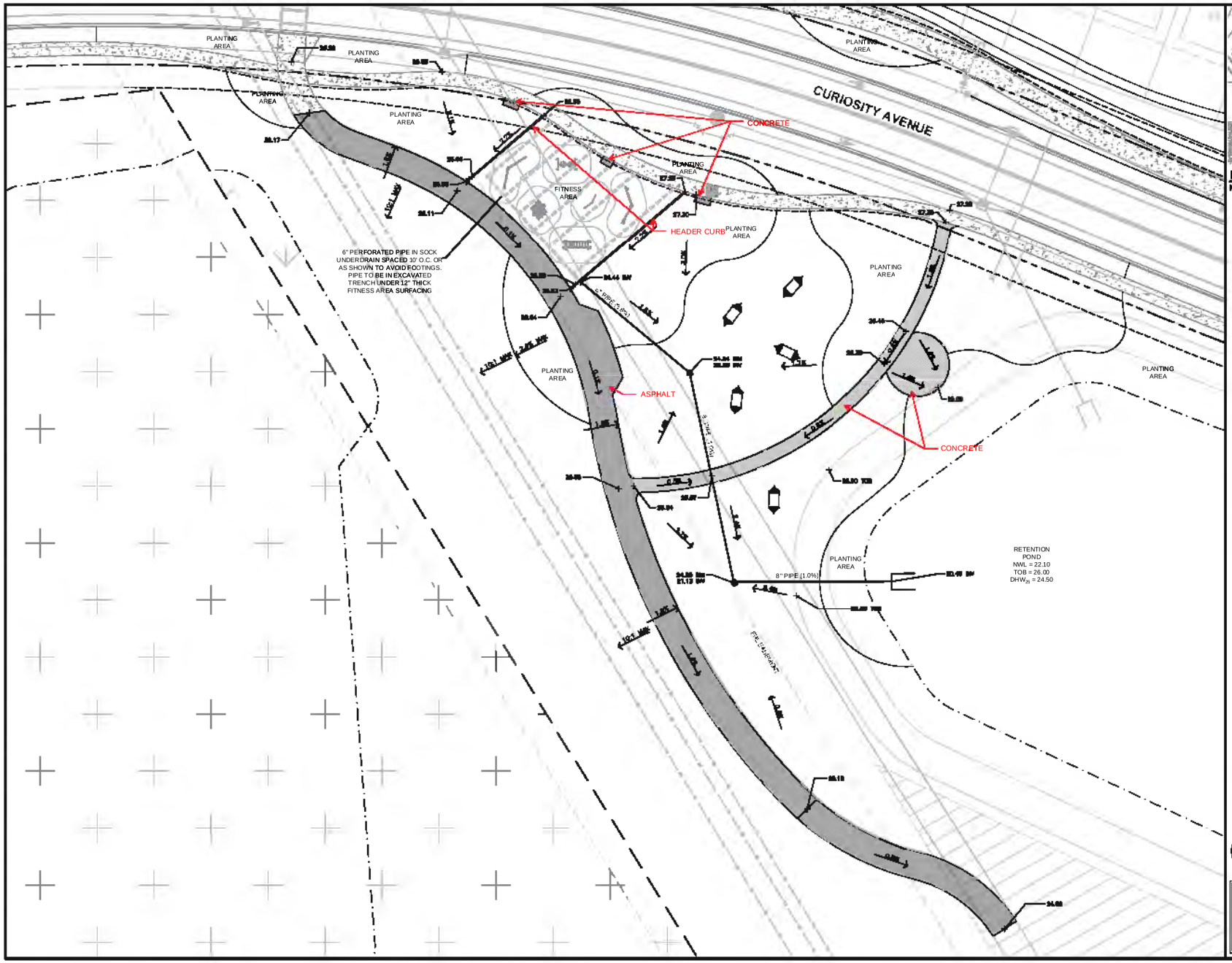
HARDSCAPE DETAILS

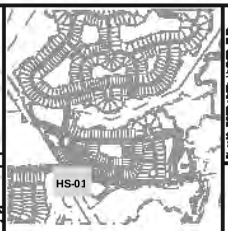
WILDLIGHT PDP #3 - CURIOSITY AVENUE FOR RAYDIENT PLACES + PROPERTIES

DRAWING NUMBER
HS-03

I:\2016\16-236\16-236-01 - Raydient Wes\16-236-01-016-Curiosity\Landscape\Plot\16-236-01-016 HS Plot.dwg

EXHIBIT C





KEY MAP
N.T.S.

0 10' 20' 40'
1"=20'-0"

811 KNOW WHAT'S BELOW. ALWAYS CALL 811 BEFORE YOU DIG
www.sunshine811.com

PLANS PREPARED UNDER THE DIRECTION OF:
DANIEL ASHWORTH, JR., P.E.
LA. NUMBER: LA 0044626

NO.	REVISIONS	BY	DATE
1	PER CITY COMMENTS	D.A.A.	08-29-25
2	PER CITY COMMENTS	D.A.A.	09-26-25
3	PER CITY COMMENTS	D.A.A.	10-24-25
4	PER CITY COMMENTS	K.M.S.	11-20-25

ETM No. 15-024-01-DW
DRAWN BY: D.A.A.
CHECKED BY: D.A.A.
APPROVED BY: K.M.S.
DATE: JULY 2025

ETM
Engineering, Planning, Surveying
1650 Margaret Street, Suite 200
Jacksonville, FL 32204
TEL: (904) 642-8990
FAX: (904) 646-9485
CA - 00002584 LC - 0000316

GRADING PLAN
WILDLIGHT POD #3 - CURIOSITY AVENUE
FOR
RAYDIENT PLACES + PROPERTIES

DRAWING NUMBER
GR-01

EXHIBIT D
GENERAL 2 - INSURANCE FORM

Contractor must have proof of insurance. Purchaser requirements are as follows:

Additional Insured:
Rayonier Inc., ORM Timber Fund II (REIT), Inc., their subsidiaries and subsidiaries thereof
1 Rayonier Way
Wildlight, FL 32097

General Liability (Including: Aircraft Liability Insurance, if applicable, Product Liability/ Completed Operations, Contractual Liability)		
	Each Occurrence	$ 1,000,000
	Damage to Rented Premises (Each Occurrence)	$
	Med Exp (Any one person)	$
	Personal & Adv Injury	$ 1,000,000
	General Aggregate	$ 1,000,000
	Products – Comp/Op Agg	$ 1,000,000
Automobile Liability (Including Owned, Non-Owned and Hired Vehicles)		
	Combined Single Limit (Ea accident)	$ 500,000 $1,000,000 for Washington State Department of Natural Resources, where RTRS or RFR is the buyer or permittee, the auto liability requirement as required by the State
	Bodily Injury (Per person)	$
	Bodily Injury (Per accident)	$
	Property Damage (Per accident)	$
Worker's Compensation	WC Statutory Limits	Statutory
Employer's Liability (1)	Each Accident	$ 100,000
	Disease (Ea Employee)	$ 100,000
	Disease (Policy Limit)	$ 100,000
Loggers Broad Form (Required for forestry) (Logging and Lumbering or Fire and Overcut)	Each Occurrence	$ 1,000,000

Note: The foregoing minimum levels of liability insurance may be evidenced by a primary insurance policy on or by the combination of primary and umbrella (excess) liability policies.

Evidence of Compliance with Insurance Requirements

Prior to commencing Work or entering property or facilities of Purchaser, Contractor shall secure such insurance as necessary to comply with the foregoing requirements and will provide a Certificate of Insurance evidencing the policies in effect for the duration of the Agreement. Under the Professional Liability Insurance requirements, Architect's and Engineer's coverage will be endorsed to include contractual liability. The Certificate of Insurance will further evidence that **RAYONIER INC., ORM Timber Fund II (REIT), Inc., their subsidiaries and subsidiaries thereof** has been **NAMED AS AN ADDITIONAL INSURED** under the General Liability Policy, and that Purchaser will be given thirty (30) days written notice prior to cancellation or material change to any policy evidenced. If the General Liability coverage evidenced is written on a "Claims Made" basis, the certificate will so evidence along with stating the "Retroactive Date" contained in the policy. To be acceptable the "Retroactive Date" must be prior to the commencement of any contract with Purchaser. Waiver of Subrogation language for all policies shall be in favor of "Rayonier Inc., ORM Timber Fund II (REIT), Inc., their subsidiaries and subsidiaries thereof". Prior to commencing work, it is required that Rayonier be named as the certificate holder on the liability policies, ensure that broker/agent includes the following certificate holder language:

Rayonier Inc., ORM Timber Fund II (REIT), Inc., their subsidiaries and subsidiaries thereof
Insurance Compliance
PO Box 100085 - R7
Duluth, GA 30096

Please email copies of certificates of insurance to: rayonier@ebix.com

IMPORTANT

No contractor or company shall commence Work or enter upon the property or facilities of Purchaser, its Division or Subsidiaries, until a Certificate of Insurance as above discussed has been received by Purchaser.

(1) If covered by Washington L&I for workers' compensation, "Stop Gap" coverage must be provided to meet the employer's liability requirement

Exhibit "E"

Unit Prices, Pricing Index, and Allowances

N/A

Exhibit "F"

Construction Schedule

N/A

Exhibit "G"

Draw Schedule

N/A

Exhibit "H"

Schedule of Values

EXHIBIT H

12/01/2021 7:38
2021-126REV1 Curiosity Park Revision 1
*** Chad

BID TOTALS

Biditem	Description	Quantity	Units	Unit Price	Bid Total
	Mobilization and Site Prep				
1010	Site Preparation	1.000	LS	3,875.01	3,875.01
1020	Survey Calc & Setup	1.000	LS	1,075.20	1,075.20
	Mobilization and Site Prep Subtotal				$4,950.21
	Erosion and Sediment Control				
2010	Layout for Silt Fence	1.000	LS	358.40	358.40
2020	Silt Fence	1,500.000	LF	0.92	1,380.00
2040	Erosion and Sediment Control	1.000	LS	10,087.09	10,087.09
	Erosion and Sediment Control Subtotal				$11,825.49
	Earthwork				
3010	Layout for Earthwork	1.000	LS	2,867.20	2,867.20
3020	Compaction Testing	1.000	LS	1,433.60	1,433.60
3030	Strip Site	450.000	CY	5.17	2,326.50
3040	Balance Site	57.000	CY	43.75	2,493.75
3050	Fill Site	2,084.000	CY	2.40	5,001.60
3060	Rough Grade Site	5,633.000	SY	0.63	3,548.79
3070	As-Builts	1.000	LS	960.00	960.00
	Earthwork Subtotal				$18,631.44
	Site Improvements				
4010	Layout for Site Improvements	1.000	LS	1,433.60	1,433.60
4020	Roadway Testing	1.000	LS	6,195.20	6,195.20
4030	Asphalt Path	686.000	SY	48.14	33,024.04
4040	4" Concrete Sidewalk	192.000	SY	50.99	9,790.08
4050	4" Concrete Pads	6.000	SY	307.15	1,842.90
4060	6" Header Curb	111.000	LF	25.60	2,841.60
4070	Machine Dress Pond Slopes	160.000	SY	2.96	473.60
4080	Machine Dress Site	4,899.000	SY	0.95	4,654.05
4090	Sod Pond Slopes	156.000	SY	3.20	499.20
4100	As-Builts	1.000	LS	960.00	960.00
	Site Improvements Subtotal				$61,714.27
	Storm Drainage				
5010	Layout for Storm Drainage	1.000	LS	716.80	716.80
5020	Compaction Testing	1.000	LS	291.84	291.84
5030	Trench Safety	1.000	LS	1,677.76	1,677.76
5040	Dewatering	1.000	LS	4,571.76	4,571.76
5050	6" HDPE Pipe (0-4)	80.000	LF	18.07	1,445.60
5060	8" HDPE Pipe (0-4)	100.000	LF	21.22	2,122.00

12/01/2021 7:38
2021-126REV1 Curiosity Park Revision 1
*** Chad

BID TOTALS

Biditem	Description	Quantity	Units	Unit Price	Bid Total
5070	8" HDPE Pipe (4-6)	80.000	LF	21.22	1,697.60
5080	Yard Drain (Concrete)	2.000	EA	2,741.51	5,483.02
5090	Cleanout Assembly	1.000	EA	1,072.97	1,072.97
5100	Mitered End Section	1.000	EA	1,507.25	1,507.25
5110	As-Builts	1.000	LS	640.00	640.00
		Storm Drainage Subtotal			$21,226.60
		Curiosity Park Total			$118,348.01

**Notes:
Items in italics are Non-Additive.

Exhibit "I"

Contractor's W-9

On file

CONSTRUCTION AGREEMENT
COST PLUS with GUARANTEED MAXIMUM PRICE

Exhibit "J"

Application for Payment

Sample

APPLICATION AND CERTIFICATION FOR PAYMENT *AIA DOCUMENT G702* PAGE 1 OF 2 PAGES

TO OWNER/ AGENT

PROJECT:

APPLICATION NO:

Distribution to:
[X] OWNER
[ ] ARCHITECT
[X] CONTRACTOR
[ ]
[ ]

PERIOD TO:

FROM CONTRACTOR:

VIA ARCHITECT:

PROJECT NOS:

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	$
2. Net change by Change Orders	$
3. CONTRACT SUM TO DATE (Line 1 ± 2)	$
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$
5. RETAINAGE:	
a. 10 % of Completed Work (Column D + E on G703)	$
b. _____ % of Stored Material (Column F on G703)	$
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	$
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	$
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$
8. CURRENT PAYMENT DUE	$
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month	$0.00	$0.00
TOTALS	$0.00	$0.00
NET CHANGES by Change Order		$0.00

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

CONTRACTOR:

By: _____ Date: _____

State of: Florida County of:
Subscribed and sworn to before me this XXth day of XXXX
Notary Public:
My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED . . . . . $ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)
ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA DOCUMENT G702 · APPLICATION AND CERTIFICATION FOR PAYMENT · 1992 EDITION · AIA · ©1992 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292
Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

CONSTRUCTION AGREEMENT
COST PLUS with GUARANTEED MAXIMUM PRICE

Exhibit "J"

Application for Payment Cont.

Sample

CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:
APPLICATION DATE:
PERIOD TO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED: FROM PREVIOUS APPLICATION (D+E)	WORK COMPLETED: THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G÷C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
General Conditions						-		-	-
						-		-	-
						-		-	-
						-		-	-
						-		-	-
						-		-	-
						-		-	-
						-		-	-
						-		-	-
						-		-	-
	GRAND TOTALS	$ -	$ -	$ -	$ -	$ -		$ -	$ -

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

Exhibit "K"

Unconditional Waiver and Release of Lien

SUBCONTRACTOR/SUPPLIER UNCONDITIONAL
WAIVER AND RELEASE UPON FINAL PAYMENT

STATE OF _____)
)SS
COUNTY OF _____)

In person before the undersigned officer duly authorized to administer oaths, appeared an officer of _____ (name of Subcontractor) (the "Subcontractor"), who has subcontracted with _____ (name of entity contracting with the undersigned) to furnish _____ (scope of materials, labor and services) for the construction of improvements known as _____ (the "Project"), which is owned by _____ ("Owner") and located at _____, Florida, (the "Property").

Upon the receipt of the sum of $_____, as full and final payment for all work performed by Subcontractor in connection with the Project, Subcontractor waives and releases any claims it has or may have against Contractor and its surety, Owner and Wildlight LLC arising out of or relating to all labor, materials, and services provided by or through Subcontractor in connection with the Project.

Given under hand and seal this _____ day of _____, 20___.

_____ (SEAL)
(Name of Subcontractor)
By: _____
Its: _____

Exhibit "L"

Waiver and Release of Lien upon Progress Payment

SUBCONTRACTOR/SUPPLIER WAIVER AND RELEASE OF CLAIMS UPON PROGRESS PAYMENT

STATE OF _____)
)
COUNTY OF _____)

In person before the undersigned officer duly authorized to administer oaths, appeared an officer of _____ (name of Subcontractor) (the "Subcontractor"), who has subcontracted with A.J. Johns, Inc, LLC to furnish _____ (scope of materials, labor and services) for the construction of improvements known as _____ (the "Project"), which is owned by Wildlight LLC ("Owner") and located at _____, Florida (the "Property").

Upon the receipt of the sum of $_____, Subcontractor waives and releases any claims it has or may have against Contractor and its surety, Owner, Wildlight LLC, or their successors by merger, arising out of or relating to all labor, materials, and services provided by, through, or at the instance of Subcontractor in connection with the Project through the date of _____, excluding only retainage and those claims timely noticed, properly made, and specifically identified and reserved below. Identification of a claim previously waived or released shall not revive such claim.

Given under hand and seal this _____ day of _____, 20___.

_____(SEAL)
Name: (Name of Subcontractor)
By: _____
Its: _____

STATE OF _____)

COUNTY OF _____)

Sworn to before me and subscribed in my presence this ____ day of _____, 2017

_____
Notary Public
My commission expires:_____

Exhibit "L"

Waiver and Release of Lien upon Progress Payment Cont.

CONTRACTOR WAIVER AND RELEASE UPON PROGRESS PAYMENT

STATE OF _____)
)
COUNTY OF _____)

In person before the undersigned officer duly authorized to administer oaths, appeared an officer of A.J. Johns, Inc (the "Contractor"), who has contracted with Wildlight LLC ("Owner") to furnish general contracting services for the construction of improvements known as _____ (the "Project"), which is located at _____, Florida (the "Property").

Upon the receipt of the sum of $_____, Contractor waives and releases any and all liens, claims of lien, and claims it has or may have against Owner, or their successors by merger, arising out of or relating to all labor, materials, and services provided by, through, or at the instance of Contractor in connection with the Project through the date of _____, excluding only retainage and those claims timely noticed, properly made, and specifically identified and reserved below. Identification of a claim previously waived or released shall not revive such claim.

Given under hand and seal this _____ day of _____, 20__.

_____(SEAL)
A.J. Johns, Inc
By: _____
Its: _____

STATE OF _____)

COUNTY OF _____)

Sworn to before me and subscribed in my presence this ____ day of _____, 2017

_____
Notary Public
My commission expires:_____

CONSTRUCTION AGREEMENT
COST PLUS with GUARANTEED MAXIMUM PRICE

Exhibit "M"

Contractor's Progress Payment Affidavit

Directions: [All of the following steps MUST be completed to assure that this form is effective]:

Delivery method: Contractor delivers to Owner when Contractor is given progress payment for all work and materials provided to the Property.

CHECK ONCE COMPLETED:

G First Paragraph - Print name of person executing Affidavit (the "Affiant")

G Item 1 - Fill in the title of Affiant and name of Contractor

G Item 2 - Fill in the complete legal description

G Item 3 - Fill in amount of progress payment

G Item 6 - Fill in amount of most recent progress payment

G Have Contractor's officer (i) sign; (ii) print his/her name; (iii) state his/her title; and (iv) date

G Have two (2) different people witness the signature (print and execute their names)

G Have signature notarized

ALL BLANKS MUST BE FILLED IN COMPLETELY AND CORRECTLY

Exhibit "M" Continued

CONTRACTOR'S PROGRESS PAYMENT AFFIDAVIT

STATE OF FLORIDA)
) SS:
COUNTY OF _____)

BEFORE ME, the undersigned authority, personally appeared _____ _____ ("Affiant") who, being duly sworn according to law, deposes and says the following:

1. Affiant is the _____ (title) of _____ (company name) ("Contractor").

2. Pursuant to a contract with Owner, Contractor has performed and will perform work and labor, and/or furnished and will furnish materials, for the purpose of improving the real property owned by _____ _____ ("Owner"), located in _____ County, Florida ("Property"), and legally described as :

SEE LEGAL DESCRIPTION ATTACHED

3. This affidavit is executed and delivered for the purpose of obtaining a progress payment in the amount of $_____.

4. All lienors engaged by Contractor in connection with the Property have been paid in full, except for the following listed lienors (if no lienors are listed, there are none):

NAME OF LIENOR	AMOUNTS DUE OR TO BECOME DUE
_____	_____
_____	_____

5. Contractor will disburse the requested progress payment to satisfy Contractor's current obligations to all lienors engaged by Contractor in connection with the Property as follows:

NAME OF LIENOR	AMOUNT TO BE PAID
_____	_____
_____	_____

6. The most recent progress payment of $_____ previously received by Contractor was disbursed by Contractor to satisfy Contractor's then current obligations to all lienors engaged by Contractor in connection with the Property as follows:

NAME OF LIENOR	AMOUNT PAID
_____	_____
_____	_____

Partial (or final, as the case may be) waivers of lien from each of the foregoing lienors are attached hereto.

FURTHER AFFIANT SAYETH NAUGHT.

Exhibit "M" Continued

Witnesses:

_____
Print Name:_____

_____
Print Name:_____

AFFIANT:

Company Name:_____

By:_____
Name:_____
Title:_____

Date:_____

STATE OF FLORIDA)
)SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 200__, by _____ who is personally known to me or has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
Notary Public

PARTIAL (OR FINAL) WAIVER LIEN (copies attached)

CONSTRUCTION AGREEMENT
COST PLUS with GUARANTEED MAXIMUM PRICE

Exhibit "N"

WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

The undersigned lienor, in consideration of the final payment in the amount of $_____ dollars, on check number _____ hereby waives, releases, remises and relinquishes its lien and any and all right to claim of lien or liens for labor, services or materials furnished, or any kind of class of lien whatsoever to A.J. Johns, Inc on the job of Wildlight LLC to the following described property:

_____

_____

Dated this _____ day of _____, _____ at _____, Florida.

_____

By:_____

Name:_____

Title:_____

STATE OF FLORIDA)

) SS:

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, _____, by _____, on behalf of the company/individual/partnership. He/She is personally known to me or provided _____ as identification.

My Commission Expires:

_____

Notary Public

Exhibit "O"

CONTRACTOR'S FINAL AFFIDAVIT AND RELEASE OF LIEN
(To be used for all lienors that are in direct contract/privity with owner, including general contractors and professional lienors)

Purpose: To ensure that the general contractor and all persons engaged by the general contractor who furnished services, labor or materials used in improving the Property have been paid. To obtain a release by the general contractor of all lien rights in consideration of **FINAL** payment.

Why to use this form? Protects Owner from a general contractor who has not paid its subcontractors or suppliers. Protects Owner inasmuch as the lienor releases their lien rights on a certain piece of property.

Directions: **[All of the following steps MUST be completed to assure that this form is effective]:**

Delivery method: Contractor delivers to Owner when Contractor is given **FINAL** payment for all work and materials provided to the Property.

CHECK ONCE COMPLETED:

- G (A) Fill in County where real property is located
- G (B) Fill in name of person executing Affidavit (the "Affiant")
- G (C) Fill in the title of Affiant
- G (D) Fill in company name of Contractor - MAKE SURE THIS IS THE FULL NAME (e.g., ABC Construction is not enough, FULL LEGAL name must be included: ABC Construction of Duval, Inc.)
- G (E) Fill in name of Owner (see "Entity Ownership Schedule" attached hereto as **Addendum A** for appropriate information)
- G (F) Fill in County where real property is located
- G (G) Fill in COMPLETE legal description of real property -
  Option 1: typically used for subdivision improvements when work affects entire parcel; or
  Option 2: typically used for improvements affecting a specific lot within a Project.
- G (H) Fill in name of any subcontractors, sub-subcontractors, laborers, suppliers, materialmen, etc. not yet paid by lienor and amounts due thereto
- G (I) Fill in FINAL payment amount
- G (J) Fill in date
- G (K) Fill in company name of lienor on line for Company Name - MAKE SURE THIS IS THE FULL NAME (e.g., ABC Construction is not enough, FULL LEGAL name must be included: ABC Construction of Duval, Inc.)
- G (L) Have an officer of lienor (i) sign; (ii) print his/her name; (iii) print his/her title; and (iv) print full address of lienor
- G (M) Have two (2) different people witness the signature and have each witness sign and print their respective names underneath their signature
- G (N) Notarize - insert county of execution, date of execution, name of officer of lienor, sign and insert commission expiration date.
- G Schedule 1: Attach: (i) a list of all persons, firms, and corporations engaged by lienor who have furnished services, labor, materials, or other items used in improving the Property and the total amounts paid to each; and (ii) final waivers of lien from each of the foregoing.

ALL BLANKS MUST BE FILLED IN COMPLETELY AND CORRECTLY

Exhibit "O" Continued

FINAL AFFIDAVIT AND RELEASE OF LIEN

STATE OF FLORIDA

COUNTY OF **(A)**

BEFORE ME, the undersigned authority, personally appeared **(B)**_____ ("Affiant"), who, after being by me duly sworn according to law, deposes and says of his personal knowledge the following:

1. Affiant is the **(C)**_____ of **(D)**_____ _____ ("Contractor"), which does business in the State of Florida.

2. Pursuant to a Contractor's Agreement (the "Contract") between Owner and Contractor, Contractor has performed work and labor, and/or has furnished materials, for the purpose of improving the real property (the "Property") owned by **(E)**_____ ("Owner"), located in **(F)**_____ County (the "County"), Florida, ("State") and legally described as:

(G) Option 1: PARCEL:_____, PLAT NAME: _____ AS RECORDED IN PLAT BOOK:_____ PAGE:_____ OF THE PUBLIC RECORDS OF THE COUNTY AND STATE.

Option 2: LOT ____, BLOCK _____, SECTOR(S) _____, PARCEL(S) _____, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK _____, PAGE ____, OF THE PUBLIC RECORDS OF THE COUNTY AND STATE.

3. The Affiant makes this Final Affidavit and Release of Lien, pursuant to Chapter 713, Florida Statutes, for the express purpose of inducing the Owner to make final disbursement and payment to the Contractor under the Contract.

4. Contractor represents to Owner that all work to be performed under the Contract has been fully completed and that all persons, firms, and corporations engaged by Contractor who have furnished services, labor, materials, or other items used in improving the Property have been paid in full. A list of all such persons, firms and corporations and the total amounts paid to each are attached hereto as ***Schedule 1*** and final waivers of lien from each are also attached hereto. The Contractor has received full and final payment required under the Contract for all work and labor performed, and/or all materials furnished in, to, or about the construction of any building or buildings situated on, or otherwise improving, the Property.

5. There are no persons, firms or corporations engaged by Contractor to improve the Property who have not been paid in full for work done, except those (and for the amounts) listed below (if no exceptions are listed below, there are none):

NAME **(H)**	AMOUNTS DUE
_____	_____
_____	_____

6. The Contractor hereby expressly agrees to indemnify and save Owner, and all of its directors, officers, partners, representatives and agents, harmless from any and all costs and expenses, including reasonable

attorneys' fees, arising out of claims by any laborer, materialmen or subcontractor that they have not been paid for services and/or materials furnished by or through the Contractor in connection with the Property.

Exhibit "O" Continued

7. In consideration of the final payment to Contractor of $**(I)**_____ and all other previous payments paid by Owner to Contractor, the undersigned does hereby for and in behalf of the Contractor hereby waive, release and relinquish the Contractor's right to any claim or demand or right to impose a lien or liens for work done or services or materials furnished or any other class of lien whatsoever by Contractor on the job of Owner to the Property.

FURTHER AFFIANT SAYETH NAUGHT.

Signed sealed and delivered this **(J)** day of _____, ____.

Witnesses:

Company Name **(K)**

(M)_____
Print Name:

(M)_____
Print Name:

By:_____**(L)**_____
Name:_____
Title:_____

Address:_____

STATE OF FLORIDA
COUNTY OF _____

(N) The foregoing instrument was acknowledged before me this _____ day of _____, _____, by _____, who is personally known to me or has produced _____ as identification and did (did not) take an oath.

_____
Signature of Notary Public

My Commission Expires:

CONSTRUCTION AGREEMENT
COST PLUS with GUARANTEED MAXIMUM PRICE

SCHEDULE 1

Persons Paid in Full and Amounts Paid

CONSTRUCTION AGREEMENT
COST PLUS with GUARANTEED MAXIMUM PRICE

Exhibit "P"
CHANGE ORDER

CONTRACTOR NAME:_____

CHANGE ORDER NO.:_____

DATE:_____

The Owner hereby gives the Contractor a Change Order for, and the Contractor agrees to provide and perform, the materials and Work described below:

SEE ATTACHED SCHEDULE A FOR DESCRIPTION OF WORK

Original Guaranteed Maximum Price	$
Net Price Adjustments for Previous Change Orders - No. _____ through _____	$
Adjusted Guaranteed Maximum Price through Change Order No.	$
Net Price Adjustment for this Change Order No.	$
Adjusted Guaranteed Maximum Price	$

Original Contract Time (expiration date) _____
Net Time Adjustments for Previous Change Orders - No. _____ through _____ (number of days) _____
Adjusted Contract Time through Change Order No. _____ (expiration date) _____
Net Time Adjustment for this Change Order No. _____ (number of days) _____
Adjusted Contract Time (expiration date) _____

Any funds payable to the Contractor hereunder are hereby declared to constitute trust funds in the hands of the Contractor to be first applied to the payment of Subcontractors, laborers and materialmen, and other cost of construction pursuant to law.

The total amount of this Change Order includes all applicable taxes, insurance, bond, delivery, supervision overhead, profit, labor, labor impact, materials, changes, delays, acceleration, cumulative impact, and inefficiency, or any claims therefore, and the Contractor hereby waives any and all claims for such items associates with or related to the Work covered by this Change Order to the extent not set forth herein.

This Change Order represents the entire and integrated agreement between the parties with respect to the Changes set forth herein. This Change Order supersedes all prior negotiations, agreements, understandings, and qualifications, for this change in scope; but this change Order and the Work contemplated herein is, except as otherwise specifically provided herein, subject to all the terms and conditions of the Contract Documents including, without limitation, those concerning payment.

OWNER:

_____
Authorized Signature
Print Name:_____
Title:_____

CONTRACTOR:

_____
Authorized Signature
Print Name:_____
Title:_____

CONSTRUCTION AGREEMENT
COST PLUS with GUARANTEED MAXIMUM PRICE

Date:_____ Date:_____

SCHEDULE (A)

CHANGE ORDER

DESCRIPTION OF WORK

CONTRACTOR NAME:_____

CHANGE ORDER NO.:_____

DATE:_____

Item	Description	Value

CONSTRUCTION AGREEMENT
COST PLUS with GUARANTEED MAXIMUM PRICE

Exhibit "Q"
FIELD

DIRECTIVE

TO:
ATTN:

DATE:

PROJECT:

DIRECTIVE NO.:

ATTACHMENTS:

DESCRIPTION: _____
_____
_____
_____
_____
_____

Subcontractor Total	$-
Overhead @ 5%	$-
Profit @ 5%	$-
Bond @ .75%	$-
TOTAL	$-

Pursuant to Paragraph 24 of the, Owner directs Contractor as follow:

A. Owner does not authorize Contractor to proceed with the described proposed Changes to the Work. Contractor will submit a Proposal to Owner in conformance with Article 22 of the Agreement within (___) days from the date of this Field Directive. Contractor's Proposal will include all applicable quantities by unit, a detailed, itemized breakdown of all additions and credits to the Cost of the Work allowed under Section 22.2 of the Agreement to fully perform the proposed Changes to the Work; and any proposed adjustment to the Contract Time and Milestones. Owner will issue either a Change Order or an amended Field Directive to Contractor in the event Owner elects to accept the proposed adjustments to the Contract Price and Contract Time.

B. Owner directs Contractor to proceed with the described Changes to the Work for an □ increase or □ decrease to the Contract Price in the amount of $_____, which will be formally memorialized by Owner's issuance of a Change Order to Contractor. Notwithstanding the foregoing, Contractor will provide written notice of a claim to Owner in strict conformance with Article 51 of the Agreement and await further direction from Owner before proceeding with the Changes to the Work in the event that Contractor does not agree to such adjustment.

C. Owner directs Contractor to proceed immediately with the described Changes to the Work, and to submit a Proposal to Owner in conformance with Article 22 of the Agreement within (___) days from the date of this Field Directive. Contractor's authorization to proceed under this Field Directive □ IS or □ IS NOT subject to a maximum increase in the GMP of _____, which may be increased only by an amended Field Directive signed by

Owner's representative. Contractor's Proposal will include all applicable quantities by unit; a detailed, itemized breakdown of all additions and credits to the Cost of the Work allowed under Section 22.2 of the Agreement to fully perform the Changes to the Work; and ; and any proposed adjustment to the Contract Time and Milestones. Owner will issue a formal Change Order to Contractor when the Parties reach an agreement upon the adjustment to the Contract Price and Contract Time.

D. Owner directs Contactor to proceed immediately with the described Changes to the Work on a time and material basis for the actual Cost of the Work incurred by Contractor for those categories of Cost of the Work set forth in Section 22.2 of the Agreement. Contractor will maintain accurate time and material records. Contractor will submit all time tickets on a weekly basis to the Owner's representative for verification. Owner will issue a formal Change Order equal to the actual increased Cost of the Work and increased Contract Time attributable to the Changes to the Work based on the signed time tickets and material invoices, plus the Contractor mark-up as specified in Section 22.3 of the Agreement.

E. Owner directs Contractor to proceed immediately with the described work, with both Parties reservating their rights as to whether the described work above constitutes a Change to the Work. Contractor will maintain accurate time and material records based upon the categories of the Cost of the Work identified in Section 22.2 of the Agreement. Contractor will submit all time tickets on a weekly basis to the Owner's representative for verification. Owner and Contractor will resolve their dispute with respect to the described work in conformance with Article 51 of the Agreement.

F. Owner directs Contractor to proceed immediately with the □ correction or □ removal and replacement of the described Work, which Owner has determined is defective. Contractor will provide written notice of a Claim in strict conformance with Article 51 of the Agreement in the event that Contractor believes in good faith that Owner's determination is incorrect. Contractor's notice will not excuse Contractor from promptly and diligently complying with this Field Directive.

All Work, including Changes to the Work, will be performed in conformance with the Contract Documents. All labor and material referenced above is subject to the applicable portions of the Contract Documents. All costs associated with the described Changes to the Work includes any and all time extensions arising out of or relating to the Field Directive, and therefor constitutes no change to the Contract Time. Contractor will coordinate all all Work in progress with the described Changes to the Work.

Comments: Contract Time and Milestones are not changed as a result of this Field Directive.

Approved: Accepted:

_____	_____	_____	_____
Owner	Date	Contractor	Date

Fidelity National Title Insurance Company

PROPERTY INFORMATION REPORT

Order No.: 11191435
Customer Reference Number 4511

Addressee:
Rayonier, Inc
1 Rayonier Way
Wildlight, FL 32097
111-111-1111

Fidelity National Title Insurance Company has caused to be made a 30 year search of the Public Records of Nassau County, Florida, ("Public Records"), from , through 07/24/2023 8:00 AM, as to the following described real property lying and being in the aforesaid County, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

As of the effective date of this Report, the apparent record Fee Simple title owner(s) to the above-described real property is/are:

Wildlight LLC, a Delaware limited liability company

The following liens against the said real property recorded in the aforesaid Public Records have been found:

1. None

OTHER MATTERS OF RECORD:

2. Matters contained in that certain Long Term Master Plan Conversion Agreement for East Nassau Comprehensive Planning Area recorded August 9, 2011 Official Records Book 1750, page 809.

3. Matters contained in that certain Nassau County Ordinance No. 2013-11, being a Development Order for the East Nassau Employment Center recorded July 5, 2013 in Official Records Book 1866, page 438, as amended by Adjustment recorded July 23, 2015 in Official Records Book 1993, page 44.

4. East Nassau Community Planning Area Proposed Transportation Improvements and Mobility Fee Agreement recorded July 10, 2013 in Official Records Book 1866, page 1416, and as amended by instrument recorded July 23, 2015 in Official Records Book 1993, page 22.

5. Perpetual Easement for the purpose of Constructing and Maintaining Drainage as set out in Stipulated Order of Taking and Final Judgment recorded May 6, 2014 in Official Records Book 1915, page 1740.

6. Matters contained in that certain Notice of Department of the Army Permit recorded December 18, 2015 in Official Records Book 2019, page 1437.

7. Recorded Notice of Environmental Resource Permit as set out in instrument recorded August 11, 2016 in Official Records Book 2064, page 1030.

8. Consent of JEA to the Establishment of an Independent Special District recorded March 30, 2017 in Official Records Book 2110, page 480.

9. Notice of Creation and Establishment of the East Nassau Stewardship District as set out in instrument recorded June 30, 2017 in Official Records Book 2130, page 727; Validation recorded July 26, 2018 in Official Records Book 2214, page 289.

10. Restrictions, covenants, and conditions, which include provisions for a private charge or assessment, as contained in the Community Covenant for Florida Lowcountry Foundation, Inc. recorded July 3, 2017 in Official Records Book 2130, page 1407; First Amendment and Supplement recorded September 1, 2017 in Official Records Book 2144, page 757; Supplemental recorded August 3, 2021 in Official Records Book 2484, page 1587.

11. Provisions, including a Community Enhancement Fee, as set forth in the Community Charter for Wildlight Residential Properties, assigned to Neighborhood 1, recorded September 1, 2017 in Official Records Book 2144, page 617; Supplement recorded September 6, 2018 in Official Records Book 2220, page 1531; Supplemental recorded August 3, 2021 in Official Records Book 2484, page 1587; Amendment to Community Charter for Wildlight Residential Properties and Amended and Restated By-Laws of Wildlight Residential Association, Inc. recorded September 24, 2021 in Official Records Book 2499, page 1446.

12. Grant of Easement in favor of Comcast of Florida /Georgia / Illinois / Michigan, LLC as set out in instrument recorded February 9, 2018 in Official Records Book 2176, page 356.

13. Declaration of Consent to Jurisdiction of the East Nassau Stewardship District and to Imposition of Series 2018 Special Assessments recorded January 9, 2019 in Official Records Book 2247, page 1757.

14. Notice of Series 2018 Special Assessments East Nassau Stewardship District recorded January 9, 2019 in Official Records Book 2247, page 1762.

15. Master Disclosure of Public Financing and Maintenance of Improvements to Real Property Undertaken by the East Nassau Stewardship District recorded May 7, 2019 in Official Records Book 2272, page 1300; Supplemental Disclosure of Public Financing recorded May 7, 2019 in Official Records Book 2272, page 1445; Second Supplemental recorded December 2, 2021 in Official Records Book 2518, page 1103.

16. Declaration of Grocery Supermarket Restriction by and between Wildlight LLC, et al, and Public Super Markets, Inc. as set out in instrument recorded September 26, 2019 in Official Records Book 2307, page 1042; First Amendment recorded September 1, 2020 in Official Records Book 2388, page 842; Second Amendment recorded December 11, 2020 in Official Records Book 2415, page 1899; Third Amendment recorded March 2, 2021 in Official Records Book 2438, page 592.

17. Declaration of Consent to Jurisdiction of the East Nassau Stewardship District and to Imposition of Series 2021 Special Assessments as set out in instrument recorded May 5, 2021 in Official Records Book 2458, page 1961.

18. Collateral Assignment and Assumption of Development Rights Series 2021 Bonds as set out in instrument recorded May 5, 2021 in Official Records Book 2459, page 1.

19. Declaration of Consent to Jurisdiction of the East Nassau Stewardship District and to Imposition of Series 2021 Special Assessments as set out in instrument recorded May 5, 2021 in Official Records Book 2459, page 46.

20. True-Up Agreement Series 2021 Special Assessments as set out in instrument recorded May 5, 2021 in Official Records Book 2459, page 56.

21. Public School Concurrency Proportionate Share Mitigation Agreement as set out in instrument recorded July 14, 2021 in Official Records Book 2479, page 1054.

22. Reservation of all hunting rights and privileges, together with the right to license, lease, rent or otherwise assign and/or manage said rights, together with all income therefrom, as set out in Special Warranty Deed by and between Raydient LLC DBA Raydient Places + Properties LLC, grantor, in favor of Wildlight LLC, grantee, recorded August 9, 2021 in Official Records Book 2486, page 651. NOTE: All rights hereunder will be reserved until Grantee transfers ownership of all or any portion of the property to a non-affiliated entity, at which time this reservation will automatically terminate as to the property transferred to the non-affiliated entity.

23. Declaration of Restriction as set out in instrument recorded October 8, 2021 in Official Records Book 2503, page 990.

24. Temporary Construction and Access Easement Agreement (Series 2021 Project) as set out in instrument recorded January 28, 2022 in Official Records Book 2534, page 31.

25. Restrictions, covenants, conditions, easements, and other matters as contained on the Plat of EAST NASSAU - WILDLIGHT PDP 3 / POD 4 North, recorded February 17, 2022 in Official Records Book 2539, page 1789.

26. Restrictions, covenants, conditions, easements, and other matters as contained on the Plat of EAST NASSAU - WILDLIGHT PDP 3 / POD 5, recorded March 14, 2022 in Official Records Book 2546, page 1608.

27. Purchase and Sale Agreement by and between Wildlight LLC (seller) and Board of County Commissioners of Nassau County, Florida (buyer) as set out in instrument recorded January 20, 2023 in Official Records Book 2614, page 819.

NOTE: Taxes for the year 2022 have been paid under the following Accounts:

44-2N-27-1004-0LT1-0000; 44-2N-27-1004-0LT2-0000; 44-2N-27-1004-0LT3-0000; 44-2N-27-1004-0LT4-0000; 44-2N-27-1004-0LT5-0000; 44-2N-27-1005-0LT6-0000; 44-2N-27-1005-0LT7-0000; 44-2N-27-1005-0LT8-0000; 44-2N-27-0RW1-0000; 44-2N-27-1004-LPT4-0010; 44-2N-27-1004-LPT4-0010;44-2N-27-1007-MTE5-0000; 44-2N-27-1004-PT41-0000; 44-2N-27-1004-PT42-0000; 44-2N-27-1004-PT43-0000; 44-2N-27-1004-PT44-0000; 44-2N-27-1004-PT45-0000; 44-2N-27-1004-RCT2-0000; 50-3N-27-1005-0LT1-0000; 50-3N-27-1005-0LT4-0000; 50-3N-27-1005-LP51-0000; 50-3N-27-1005-PT51-000050-3N-27-1005-PT52-0000.

NOTE: All recording references in this form shall refer to the public records of Nassau County, Florida, unless otherwise noted.

Public Records shall be defined herein as those records currently established under the Florida Statutes for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.

This Report shows only matters disclosed in the aforesaid Public Records, and it does not purport to insure or guarantee the validity or sufficiency of any documents noted herein; nor have the contents of any such documents been examined for references to other liens or encumbrances. This Report is not to be construed as an opinion, warranty, or guarantee of title, or as a title insurance policy; and its effective date shall be the date above specified through which the Public Records were searched. This Report is being provided for the use and benefit of the Addressee(s) only, and it may not be used or relied upon by any other party. This Report may not be used by a Fidelity National Title Insurance Company agent for the purpose of issuing a Fidelity National Title Insurance Company title insurance commitment or policy.

This Report is not title insurance. Pursuant to s. 627.7843, Florida Statutes, the maximum liability of the issuer of this property information report for errors or omissions in this property information report is limited to the amount paid for this property information report, and is further limited to the person(s) expressly identified by name in the property information report as the recipient(s) of the property information report.

Fidelity National Title Insurance Company

Malinda Zeidman

EXHIBIT "A"

Nassau County, Florida

East Nassau Stewardship District

Future Right of Way Tract 1, containing 2.30 acres, as shown and delineated on Plat of East Nassau – Wildlight PDP 3 / POD 4 North, recorded as Instrument No. 202245006046 in Official Records Book 2539, Pages 1789 through 1795, inclusive, in the Official Records of Nassau County, Florida.

Pond Tracts shown and delineated on Plat of East Nassau – Wildlight PDP 3 / POD 4 North, recorded as Instrument No. 202245006046 in Official Records Book 2539, Pages 1789 through 1795, inclusive, in the Official Records of Nassau County, Florida as:

A) Pond Tract 4-1, containing 0.79 acre;
B) Pond Tract 4-2, containing 0.76 acre;
C) Pond Tract 4-3, containing 4.78 acres
D) Pond Tract 4-4A, containing 1.94 acres;
E) Pond Tract 4-5, containing 2.25 acres.

Pond Tracts shown and delineated on Plat of East Nassau – Wildlight PDP 3 / POD 5, recorded as Instrument No. 202245009432 in Official Records Book 2546, Pages 1608 through 1613, inclusive, in the Official Records of Nassau County, Florida as:

F) Pond Tract 5-1, containing 1.40 acres;
G) Pond Tract 5-2, containing 0.03 acre.

Easement designated as FPU Easement lying North of and adjacent to Pump Station Tract 4-1 as shown and delineated on Plat of East Nassau – Wildlight PDP 3/ POD 4 North, recorded as Instrument No. 202245006046 in Official Records Book 2539, Pages 1789 through 1795, inclusive, in the Official Records of Nassau County, Florida;

Landscape Tracts shown and delineated on Plat of East Nassau – Wildlight PDP 3/ POD 4 North, recorded as Instrument No. 202245006046 in Official Records Book 2539, Pages 1789 through 1795, inclusive, in the Official Records of Nassau County, Florida as:

A) Landscape Tract 1, containing 1.27 acres;
B) Landscape Tract 2, containing 2.04 acres;
C) Landscape Tract 3, containing 0.51 acre;
D) Landscape Tract 4, containing 0.74 acre;

E) Landscape Tract 5, containing 0.53 acre;
F) Landscape Tract 6, containing 4.42 acres;
G) Landscape Tract 7, containing 1.07 acres;
H) Landscape Tract 8, containing 2.51 acres;
I) Landscape & Pump Station Tract 4-1, containing 0.17 acre;

J) Landscape Tract designated as Florida Power & Light Company (110' Easement for Right of Way) and more particularly described as follows:

A portion of Florida Power & Light Company (110 foot Easement for Right of Way) as recorded in Official Records Book 273, Page 551 of the Public Records of Nassau County, Florida as shown on Plat of East Nassau – Wildlight PDP 3 / POD 4 North as recorded in Official Records Book 2539, Pages 1789, 1790, 1791, 1792, 1793, 1794 and 1795 of the Public Records of Nassau County, Florida, and being more particularly described as follows:

Commence at the Northwest corner of East Nassau – Wildlight PDP 3 / POD 4 North as recorded in Official Records Book 2539, Pages 1789, 1790, 1791, 1792, 1793, 1794 and 1795 of the Public Records of Nassau County, Florida, said point being on the Westerly Right of Way line of Florida Power & Light Company (110 foot Easement for Right of Way) as recorded in Official Records Book 273, Page 551 of the aforesaid Public Records and also said point being on the Northerly Right of Way line of Curiosity Avenue (66 foot Right of Way) as shown on said Plat of East Nassau – Wildlight PDP 3 / POD 4 North; thence on said Westerly Right of Way line, S 31°50'32" E, a distance of 76.75 feet to the Point of Beginning; thence continue on said Westerly Right of Way line, S 31°50'32" E, a distance of 1211.40 feet to a point on the Northerly line of Recreation and/or Community Amenity Tract 3 of aforesaid Plat of East Nassau – Wildlight PDP 3 / POD 4 North; thence departing said Westerly Right of Way line and on said Northerly line for the next 2 courses, N 72°22'52" E, a distance of 12.70 feet; thence N 56°16'55" E, a distance of 97.74 feet to a point on the Easterly Right of Way line of aforesaid Florida Power & Light Company (110 foot Easement for Right of Way); thence on said Easterly Right of Way line, N 31°50'32" W, a distance of 1131.83 feet to a point on the Southerly Right of Way line of aforesaid Curiosity Avenue said point also being on a curve, concave Southerly, having a radius of 967.00 feet and a central angle of 8°02'53"; thence departing said Easterly Right of Way line and on said Southerly Right of Way line and on the arc of said curve, a distance of 135.83 feet said arc being subtended by a chord which bears N 85°59'12" W, a distance of 135.72 feet to the Point of Beginning.

Landscape Tracts shown and delineated on Plat of East Nassau – Wildlight PDP 3/ POD 5, recorded as Instrument No. 202245009432 in Official Records Book 2546, Pages 1608 through 1613, inclusive, in the Official Records of Nassau County, Florida as:

A) Landscape Tract 1, containing 0.80 acre;
B) Landscape Tract 4, containing 0.98 acre.

Pump Station Tract 5-1 Maintenance, Access & Landscape Easement, containing 0.10 acre as shown and delineated on Plat of East Nassau – Wildlight PDP 3/ POD 5, recorded as Instrument No. 202245009432 in Official Records Book 2546, Pages 1608 through 1613, inclusive, in the Official Records of Nassau County, Florida. More specifically shown as Detail "C" on Page 1613 of said Plat.

Recreation and/or Community Amenity Tract 2, containing 15.53 acres, as shown and delineated on Plat of East Nassau – Wildlight PDP 3/ POD 4 North, recorded as Instrument No. 202245006046 in Official Records Book 2539, Pages 1789 through 1795, inclusive, in the Official Records of Nassau County, Florida.

EAST NASSAU
STEWARDSHIP DISTRICT

6

[WILDLIGHT PDP 3 / POD 4 NORTH – PARTIAL ACQUISITION]
NOT FOR REIMBURSEMENT

DESCRIPTION OF IMPROVEMENTS TO BE ACQUIRED (PORTIONS THAT WERE BUILT BY WILDLIGHT):

RECREATION/STORMWATER POND: completed portions of (i) all ponds/stormwater management facilities together with master drainage pipes, structures, inlets, manholes, mitered end sections, headwalls, water control structures, catch-basins, publicly-owned pipes providing drainage, curb and gutter providing drainage for streets and right-of-ways, dry stormwater retention basins, if any, and related stormwater facilities; (ii) any and all recreational and/or community amenity improvements including park improvements, kayak launch, fishing dock, pavilion, park furnishings, water fountain, concrete and aggregate trails and parking areas; (iii) and any and all plants, trees, timber, shrubbery, and other landscaping and irrigation improvements for such recreational and stormwater facilities, all in and for the development East Nassau – Wildlight PDP 3 / Pod 4 North, all located on portions of the real property described in the following legal description:

RECREATION AND/OR COMMUNITY AMENITY TRACT 2, CONTAINING 15.53 ACRES, MORE OR LESS, AS SHOWN ON THE PLAT OF EAST NASSAU – WILDLIGHT PDP 3 / POD 4 NORTH, RECORDED IN OFFICIAL RECORDS BOOK 2539, PAGES 1789 THROUGH 1795, INCLUSIVE, IN THE OFFICIAL RECORDS OF NASSAU COUNTY, FLORIDA.

ALSO INCLUDING

LANDSCAPE, MOBILITY TRAIL AND ACCESS EASEMENT TRACTS: All multi-use trail system infrastructure improvements, which include asphalt trails and stormwater culverts, constructed in and for the development of East Nassau – Wildlight PDP 3 / Pod 4 North, all located on portions of the real property described in the following legal description:

FUTURE RIGHT OF WAY TRACT 1, CONTAINING 2.30 ACRES, MORE OR LESS, AS SHOWN AND DELINEATED ON THE PLAT OF EAST NASSAU – WILDLIGHT PDP 3 / POD 4 NORTH, RECORDED AS INSTRUMENT NO. 202245006046 IN OFFICIAL RECORDS BOOK 2539, PAGES 1789 THROUGH 1795, INCLUSIVE, IN THE OFFICIAL RECORDS OF NASSAU COUNTY, FLORIDA.

TOGETHER WITH:

ACCESS EASEMENTS 4, 5 AND 6, AS SHOWN ON THE PLAT OF EAST NASSAU – WILDLIGHT PDP 3 / POD 4 NORTH, RECORDED IN OFFICIAL RECORDS BOOK 2539, PAGES 1789 THROUGH 1795, INCLUSIVE, IN THE OFFICIAL RECORDS OF NASSAU COUNTY, FLORIDA, with following acreages:

a) Access Easement 4; containing 0.04 Acres, more or less
b) Access Easement 5; containing 0.05 Acres, more or less
c) Access Easement 6; containing 0.01 Acres, more or less

TOGETHER WITH:

A PARCEL OF LAND, BEING A PORTION OF 110-FOOT MOBILITY TRAIL EASEMENT 5 (AKA FLORIDA POWER & LIGHT COMPANY EASEMENT) AND BEING A PORTION OF ACCESS EASEMENT 6, AND FUTURE RIGHT OF WAY TRACT 1, AS SHOWN ON THE PLAT OF EAST NASSAU – WILDLIGHT PDP 3 / POD 4 NORTH, RECORDED IN OFFICIAL RECORDS BOOK 2539, PAGES 1789 THROUGH 1795, INCLUSIVE, IN THE OFFICIAL RECORDS OF NASSAU COUNTY, FLORIDA and being more particularly described as follows:

Commence at the Northwest corner of East Nassau - Wildlight PDP 3 / POD 4 North as recorded in Official Records Book 2539, page 1789, of the public records of Nassau County, Florida; thence on the Westerly line of said East Nassau - Wildlight PDP 3 / POD 4 North, S 31°50'32" E, a distance of 76.75 feet to a point on the Southerly Right of Way line of Curiosity Avenue (66 foot Right of Way) said point also being on a curve, concave Southerly, having a radius of 967.00 feet and a central angle of 7°58'28" said point also being the

Point of Beginning; thence departing said Westerly line and on said Southerly Right of Way line and on the arc of said curve, a distance of 134.59 feet, said arc being subtended by a chord which bears S 86°01'25" E, a distance of 134.48 feet to a point on the Northerly line of Recreation and/or Community Amenity Tract 1, of East Nassau - Wildlight PDP 3 / POD 4 North as recorded in Official Records Book 2539, page 1789, of the public records of Nassau County, Florida said point being on a curve, concave Northerly, having a radius of 253.00 feet and a central angle of 10°41'39"; thence departing said Southerly Right of Way line and on the Northerly, Westerly and Southerly lines of said Recreation and/or Community Amenity Tract 1 and on the arc of said curve for the next 9 courses, a distance of 47.22 feet, said arc being subtended by a chord which bears N 88°57'06" W, a distance of 47.15 feet to the beginning of a curve, concave Northeast, having a radius of 34.00 feet and a central angle of 50°53'57"; thence on the arc of said curve, a distance of 30.20 feet, said arc being subtended by a chord which bears S 44°23'47" E, a distance of 29.22 feet to the curves end; thence S 69°50'45" E, a distance of 19.30 feet to the beginning of a curve, concave Southwest, having a radius of

150.00 feet and a central angle of 41°20'47"; thence on the arc of said curve, a distance of 108.24 feet, said arc being subtended by a chord which bears S 49°10'22" E, a distance of 105.91 feet to the curves end; thence S 20°27'33" E, a distance of 41.96 feet to the beginning of a curve, concave Southwest, having a radius of 150.00 feet and a central angle of 3°23'50"; thence on the arc of said curve, a distance of 8.89 feet, said arc being subtended by a chord which bears S 10°43'12" E, a distance of 8.89 feet to a point of reverse curvature of a curve having a radius of 300.00 feet and a central angle of 5°03'12"; thence on the arc of said curve, a distance of 26.46 feet, said arc being subtended by a chord which bears S 11°32'53" E, a distance of 26.45 feet to a point of compound curvature of a curve having a radius of 3.00 feet and a central angle of 75°46'01"; thence on the arc of said curve, a distance of 3.97 feet, said arc being subtended by a chord which bears S 51°57'30" E, a distance of 3.68 feet to a point of compound curvature of a

curve having a radius of 134.14 feet and a central angle of 4°59'22"; thence on the arc of said curve, a distance of 11.68 feet, said arc being subtended by a chord which bears N 87°39'49" E, a distance of 11.68 feet to a point on the Easterly line of 110 foot Mobility Trail Easement 5 of East Nassau - Wildlight PDP 3 / POD 4 North as recorded in Official Records Book 2539, page 1789, of the public records of Nassau County, Florida said point also being the Easterly Right of Way line of Florida Power & Light Company (110 foot Easement for Right of Way); thence departing said Southerly line and on said Easterly line, S 31°50'32" E, a distance of 929.95 feet to a point on Northerly line of Recreation and/or Community Amenity Tract 3 of the aforesaid East Nassau - Wildlight PDP 3 / POD 4 North; thence departing said Easterly line and on said Northerly line, S 56°16'55" W, a distance of 97.74 feet; thence departing said Northerly line, N 31°50'36" W, a distance of 1194.22 feet; thence S 83°27'07" W, a distance of 13.59 feet to a point on the aforesaid Westerly line of East Nassau - Wildlight PDP 3 / POD 4 North; thence on said Westerly line, N 31°50'32" W, a distance of 14.50 feet to the Point of Beginning.

DESCRIPTION OF ASSOCIATED WORK PRODUCT TO BE ACQUIRED:

General (for bill of sale from Developer to CDD): 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, permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the above-described improvements.

ACQUISITION COSTS: none; acquisition not for reimbursement; Acquisition pursuant to *Acquisition Agreement [Wildlight Village Phase 2]*, dated April 30, 2021 (Series 2021 Project).

LEGAL DESCRIPTION ONLY:

EXHIBIT "A"

RECREATION AND/OR COMMUNITY AMENITY TRACT 2, CAS SHOWN ON THE PLAT KNOWN AS EAST NASSAU – WILDLIGHT PDP 3 / POD 4 NORTH, RECORDED IN THE OFFICIAL RECORDS OF NASSAU COUNTY, FLORIDA AT OFFICIAL RECORDS BOOK 2539, PAGES 1789 THROUGH 1795, INCLUSIVE.

TOGETHER WITH:
A PORTION OF **110' MOBILITY TRAIL EASEMENT 5 AKA FLORIDA POWER & LIGHT COMPANY EASEMENT,** AS SHOWN ON THE PLAT KNOWN AS EAST NASSAU – WILDLIGHT PDP 3 / POD 4 NORTH, RECORDED IN THE OFFICIAL RECORDS OF NASSAU COUNTY, FLORIDA AT OFFICIAL RECORDS BOOK 2539, PAGES 1789 THROUGH 1795, INCLUSIVE. MORE PARTICULARLY DESCRIBED AS:

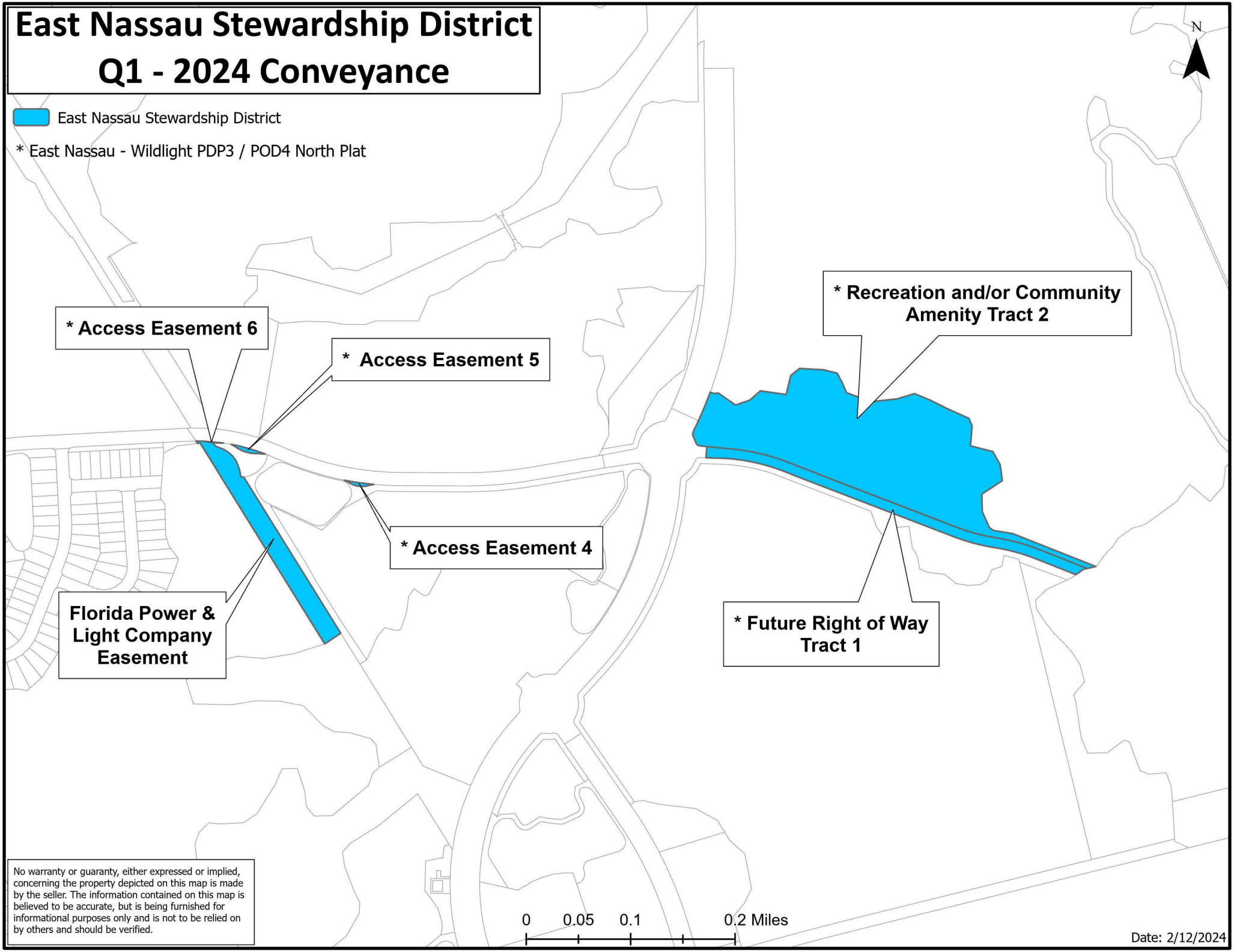
TOGETHER WITH:
ACCESS EASEMENT 4, ACCESS EASEMENT 5, AND ACCESS EASEMENT 6 AS SHOWN ON THE PLAT KNOWN AS EAST NASSAU – WILDLIGHT PDP 3 / POD 4 NORTH, RECORDED IN THE OFFICIAL RECORDS OF NASSAU COUNTY, FLORIDA AT OFFICIAL RECORDS BOOK 2539, PAGES 1789 THROUGH 1795, INCLUSIVE.

TOGETHER WITH:

***AND FUTURE RIGHT OF WAY TRACT 1,** AS SHOWN ON THE PLAT KNOWN AS EAST NASSAU – WILDLIGHT PDP 3 / POD 4 NORTH, RECORDED IN THE OFFICIAL RECORDS OF NASSAU COUNTY, FLORIDA AT OFFICIAL RECORDS BOOK 2539, PAGES 1789 THROUGH 1795, INCLUSIVE.

**Subject to grantor's right of reverter* (per development order possibly necessitating further development of same as roadway connection between PDP 3 Pod 4 North and Commerce Park at an indeterminate time at this time). Reverter requires, if exercised, right for District to be reimbursed for costs incurred to reverter date for ownership, operation, maintenance of same, receipt of which must be confirmed prior to completion of reversion.

East Nassau Stewardship District
Q1 - 2024 Conveyance



No warranty or guaranty, either expressed or implied, concerning the property depicted on this map is made by the seller. The information contained on this map is believed to be accurate, but is being furnished for informational purposes only and is not to be relied on by others and should be verified.

Date: 2/12/2024

EAST NASSAU STEWARDSHIP DISTRICT

7

RESOLUTION 2024-17

A RESOLUTION OF THE GOVERNING BOARD OF THE EAST NASSAU STEWARDSHIP DISTRICT RELATING TO THE AMENDMENT OF THE ANNUAL BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on August 18, 2022, the Governing Board (hereinafter referred to as the "Board") of the East Nassau Stewardship District (hereinafter referred to as the "District"), adopted a Budget for Fiscal Year 2022/2023; and

WHEREAS, the Board desires to amend the previously adopted budget for Fiscal Year 2021/2022.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE EAST NASSAU STEWARDSHIP DISTRICT:

Section 1. The Fiscal Year 2022/2023 Budget is hereby amended in accordance with Exhibit "A" attached hereto; and

Section 2. This resolution shall become effective immediately upon its adoption, and shall be reflected in the monthly and Fiscal Year End September 30, 2023 Financial Statements and Audit Report of the District.

PASSED AND ADOPTED this 15th day of February, 2024.

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EXHIBIT “A”

EAST NASSAU STEWARDSHIP DISTRICT
AMENDED BUDGET
FISCAL YEAR 2023
EFFECTIVE NOVEMBER 30, 2023

EAST NASSAU STEWARDSHIP DISTRICT
AMENDED BUDGET
FISCAL YEAR 2023
EFFECTIVE NOVEMBER 30, 2023

	Year to Date	Budget	% of Budget	Proposed Amendment Increase/ (Decrease)	Amended Budget
REVENUES					
Assessment levy: on-roll - net	$ 10,179	$ 10,121	$ (58)	$ 58	$ 10,179
Assessment levy: off-roll	162,615	166,978	4,363	(4,363)	162,615
Landowner contribution	11,479	40,000	28,521	(28,521)	11,479
Lot closing	4,363	-	(4,363)	4,363	4,363
Lease reimbursements	8,513	14,108	5,595	(5,595)	8,513
Interest and miscellaneous	257	-	(257)	257	257
Total revenues	197,406	231,207	33,801	(33,801)	197,406
EXPENDITURES					
Professional & administrative					
District engineer	12,303	12,000	(303)	303	12,303
General counsel	43,716	50,000	6,284	(6,284)	43,716
Legal: litigation	11,479	40,000	28,521	(28,521)	11,479
District manager	48,000	48,000	-	-	48,000
Audit	3,350	7,000	3,650	(3,650)	3,350
Postage	387	500	113	(113)	387
Printing and binding	1,000	1,000	-	-	1,000
Insurance - GL, POL	12,825	14,000	1,175	(1,175)	12,825
Legal advertising	5,795	6,500	705	(705)	5,795
Miscellaneous - bank charges	257	1,000	743	(743)	257
Office lease: 274 Daydream	8,523	10,537	2,014	(2,014)	8,523
Office lease	18,008	17,813	(195)	195	18,008
Office utilities	3,275	3,350	75	(75)	3,275
Office supplies	-	2,563	2,563	(2,563)	-
Office buildout	52,931	-	(52,931)	52,931	52,931
Meeting room	-	500	500	(500)	-
Website				-	
Hosting & maintenance	1,458	705	(753)	753	1,458
ADA compliance	210	210	-	-	210
Annual district filing fee	175	175	-	-	175
Contiongencies	1,680	-	(1,680)	11,680	11,680
Property taxes	-	900	900	(900)	-
Total professional & administrative	225,372	216,753	(8,619)	18,619	235,372
Other fees & charges					
Property appraiser and tax collector	203	316	113	(113)	203
Total other fees & charges	203	316	113	(113)	203
Total expenditures	225,575	217,069	(8,506)	18,506	235,575
Excess/(deficiency) of revenues over/(under) expenditures	(28,169)	14,138	42,307	(52,307)	(38,169)
Fund balances - beginning	58,096	53,777	(4,319)	4,319	58,096
Fund balances - ending					
Assigned:					
3 months working capital	64,767	64,767	-	-	64,767
Unassigned	(34,840)	3,148	37,988	(47,988)	(44,840)
Fund balances - ending	$ 29,927	$ 67,915	$ 37,988	$ (47,988)	$ 19,927

EAST NASSAU STEWARDSHIP DISTRICT

8

East Nassau Event Application

East Nassau Stewardship District
2300 Glades Road, Suite 410W
Boca Raton, Florida 3343

Event: _____ ☐ *Attach proposed event map to this application*

Event Date and Hours: _____

Contact Person: _____ Phone Number: _____

Email Address: _____

Business Name (if applicable): _____ ("Applicant")

District Property requesting to be used for the Event (address, parcel ID number, or other identifying information):

_____

_____

Have you notified/discussed this Event with:

- Affected residents/businesses/other landowners within the requested Event site? ☐ YES ☐ NO
- Nassau County and/or local emergency service providers? ☐ YES ☐ NO (County permit may be required)

Event organizers wishing to hold a special event ("Event") within the East Nassau Stewardship District (the "District") boundaries must obtain the District's approval. To apply for Event approval, the following documents are required, as well as signature at the bottom of this application, agreeing to the terms and conditions of the Event approval:

REQUIRED DOCUMENTATION:

1. Completed Event application ☐
2. Certificate of Insurance for Commercial General Liability Insurance in an amount of One Million Dollars ($1,000,000.00) per occurrence, naming the "East Nassau Stewardship District and its supervisors, officers, staff, and employees" as additional insured on a primary and noncontributory basis. NOTE – Depending on the scope of the proposed event, the District may, in its sole discretion, require additional types of coverage and/or a special event policy. See Conditions of Approval for any such additional requirement. ☐
3. Consent of the applicable law enforcement agency having jurisdiction for any requested roadway closures, if applicable ☐

TERMS AND CONDITIONS OF THE EVENT APPROVAL:

- Approval of the District for the Event is only for the property owned by the District ("District Property"); all other locations proposed to be included in the Event will require approval, as necessary, from the respective property owners. It is the Applicant's responsibility to obtain all such approvals as necessary, which may include but not be limited to a permit issued by Nassau County, Florida.
- Applicant understands and agrees that the District's property is being offered in its existing condition "as-is", "where-as" and "with all faults," without any representations, guarantees, or warranties whatsoever as to its condition, fitness for any particular purpose, merchantability, or any other warranty, express or implied, oral or written, with respect to the Event or the District property, and District hereby expressly disclaims all of the same. The Applicant assumes all risk and liability in connection with entry on and use of the property by the Applicant and anyone entering upon or utilizing all or any portion of the property for the Event. Further, the Applicant understands and agrees the Applicant has the sole responsibility to inspect the property, as necessary, prior to the Event.
- Applicant/event organizer(s), and its contractor(s), if applicable, shall use all due care to protect the District Property from damage and agrees to repair, and/or to require its contractor(s) to repair, any damage to the District Property resulting from

PRIVACY NOTICE: Under Florida's Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. This means that, if a citizen makes a public records request, we may be required to disclose the information you submit to us. Under certain circumstances, we may only be required to disclose part of the information submitted to us. If you believe that your records may qualify for an exemption under Chapter 119, *Florida Statutes*, please notify the District Manager.

NOTE TO STAFF: THIS FORM MAY CONTAIN CONFIDENTIAL INFORMATION. DO NOT DISCLOSE ITS CONTENTS WITHOUT FIRST CONSULTING THE DISTRICT MANAGER.

the Event within twenty-four (24) hours of same. Applicant/event organizers and its contractor(s), if applicable, shall further clean up and remove all materials, trash and debris relative to the Event within twenty-four (24) hours of same.

- Applicant shall be liable for any property damage at the Event site, or at any activity or Event operated, organized, arranged or sponsored by the Applicant, which are caused by the Applicant, his or her business, or its contractors. The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses due to property damage. Each Applicant, as a condition of approval to hold the Event, assumes sole responsibility for his or her property. The District and its contractors shall not be responsible for the loss or damage to any private property used or stored onsite on District Property for the Event.
- If you require any assistance or have any questions, please call Todd Haskett, Community Manager, at (904) 530-1559. Please note, Event equipment will not be provided by the District and must be supplied by Applicant as necessary for the Event.
- District staff reserves the right to cancel any activity as may be necessary to include but not limited to inclement weather.
- By submitting this application, the Applicant represents that it holds the required licenses and permits to conduct proposed Event activities, whether specifically requested for disclosure in this application or otherwise, by all applicable agencies and/or local governments holding jurisdiction regarding the Event.
- WAIVER OF LIABILITY AND INDEMNIFICATION: To the extent allowed by law, Applicant shall defend, indemnify, and hold harmless the District and its supervisors, officers, staff, and consultants from and against any and all liability for any and all personal injury, wrongful death, or property damage, including attorneys' fees, arising out of or resulting from use of the District Property relative to the Event in the event such liability, loss, or damage results from any negligence by the Applicant, its contractors, agents, or employees. By signing below, the undersigned represents that it has read this waiver of liability and indemnification section, and that the undersigned voluntarily signs the release, indemnification, and waiver of liability.
- Applicant shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, permits, licenses or other requirements or approvals. Non-compliance may result in denial of current or future events.

Nothing contained in this application, nor the approval thereof, shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, or other law.

Applicant Signature_____ Date_____

Print Name _____ Title_____

Please return the completed and executed form to:

Todd Haskett, Community Manager, thaskett@ccmcnet.com &
Ernesto Torres, District Manager, torrese@whhassociates.com
East Nassau Stewardship District

PRIVACY NOTICE: Under Florida's Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. This means that, if a citizen makes a public records request, we may be required to disclose the information you submit to us. Under certain circumstances, we may only be required to disclose part of the information submitted to us. If you believe that your records may qualify for an exemption under Chapter 119, *Florida Statutes*, please notify the District Manager.

NOTE TO STAFF: THIS FORM MAY CONTAIN CONFIDENTIAL INFORMATION. DO NOT DISCLOSE ITS CONTENTS WITHOUT FIRST CONSULTING THE DISTRICT MANAGER.

FOR DISTRICT OFFICE USE ONLY

District Decision (circle one): APPROVAL or DENIAL Date: _____

District Signature: _____

Print Name: _____ Title: _____

CONDITIONS OF APPROVAL (additional insurance coverage, special event policy, and any other conditions of approval), if any:

_____

_____

Comments: _____

_____

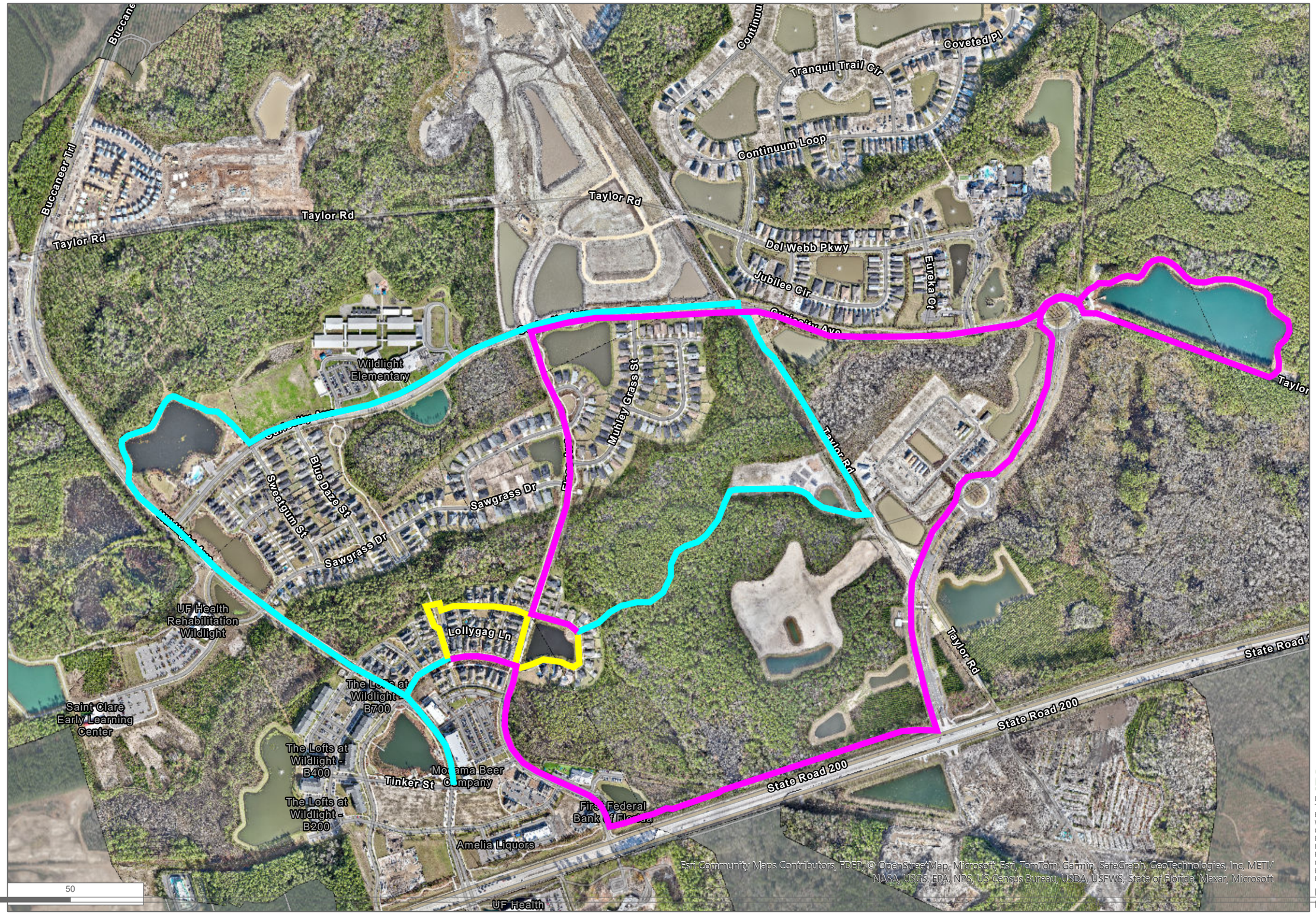
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NOTE TO STAFF: THIS FORM MAY CONTAIN CONFIDENTIAL INFORMATION. DO NOT DISCLOSE ITS CONTENTS WITHOUT FIRST CONSULTING THE DISTRICT MANAGER.

EAST NASSAU
STEWARDSHIP DISTRICT

8A

ArcGIS Web Map



Shared Route

5k Only Route

10k Only Route

Esri Community Maps Contributors, FDEP, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS, State of Florida, Maxar, Microsoft

ETM ENGLAND-THIMS & MILLER, INC. Rayonier

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Printed By: ETM Personnel

Date Printed: 1/25/2024

EAST NASSAU STEWARDSHIP DISTRICT

9

FIRST AMENDMENT TO
LANDSCAPE AND IRRIGATION MAINTENANCE AGREEMENT

This First Amendment ("**First Amendment**") is made and entered into this 15th day of February 2024 by and between:

EAST NASSAU STEWARDSHIP DISTRICT, a local unit of special-purpose government established pursuant to Chapter 2017-206, Laws of Florida, located in Nassau County, Florida (the "**District**"); and

THE GREENERY OF NORTH FLORIDA, INC., a Florida corporation, with a local address of 1417 Avery Road, Amelia Island, Florida 32034 ("**Contractor**").

RECITALS

WHEREAS, the District and Contractor entered into that certain *Landscape and Irrigation Maintenance Agreement,* dated October 1, 2023 ("**Maintenance Agreement**"); and

WHEREAS, Section 7.H. of the Maintenance Agreement provides that the Maintenance Agreement may be amended by an instrument in writing executed by both Parties; and

WHEREAS, the District and Contractor now desire to add additional services to the scope of Work (as defined in the Maintenance Agreement) as more particularly described in Contractor's proposal attached hereto as **Exhibit A** ("**Additional Work**") and provide for additional compensation related to same; and

WHEREAS, the District and Contractor each have the requisite authority to execute this First Amendment and to perform its obligations and duties hereunder, and each of the parties has satisfied all conditions precedent to the execution of this First Amendment so that this First Amendment constitutes a legal and binding obligation of each of the parties hereto.

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

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

2. AFFIRMATION OF THE MAINTENANCE AGREEMENT. The District and Contractor agree that nothing contained herein shall alter or amend the parties' rights and obligations under the Maintenance Agreement, except to the extent set forth in Section 3 of this First Amendment. The Maintenance Agreement is hereby affirmed and continues to constitute a valid and binding agreement between the parties. To the extent that any terms of **Exhibit A** conflict with the terms

of the Maintenance Agreement or this First Amendment, the Maintenance Agreement and this First Amendment controls.

3. AMENDMENTS. Pursuant to Sections 7.H. of the Maintenance Agreement the Maintenance Agreement is hereby amended as follows**:**

A. The Scope of Services as provided in Section 2.A is amended and supplemented to include the Additional Work provided in Contractor's proposal attached hereto as **Exhibit A**.

B. Section 3.B., Compensation, is amended and supplemented to include the pricing for Additional Work in **Exhibit A**, and payment shall be due and payable in accordance with the terms of the Maintenance Agreement.

4. EFFECTIVE DATE. This First Amendment shall become effective upon full execution of the parties, as of the date first written above.

[*Signatures on next page*]

IN WITNESS WHEREOF, the parties hereto have signed this First Amendment to the Maintenance Agreement on the day and year first written above.

ATTEST:

EAST NASSAU STEWARDSHIP DISTRICT

_____

By: _____
☐ Secretary
☐ Assistant Secretary

_____

By:_____
☐ Chairperson
☐ Vice Chairperson

WITNESS:

THE GREENERY OF NORTH FLORIDA, INC.

_____

By: _____
Its: _____

_____

By:_____
Its: _____

Exhibit A: Proposal for Additional Work

Exhibit A

the greenery, inc.
— EMPLOYEE OWNED —

843-785-3848 | PO BOX 6569| Hilton Head, SC 29938

Addendum to Commercial Landscape Maintenance Contract

THIS ADDENDUM #1 is made and entered into as of the 17th day of January, 2024 by and between East Nassau Stewardship District and THE GREENERY, INC., ("Greenery").

WITNESSETH

WHEREAS, East Nassau Stewardship District and The Greenery executed a Commercial Landscape Maintenance Contract dated the 1st of October, 2023 for the provision of Landscaping and Maintenance Services.

WHEREAS, the parties desire to amend the Agreement in order to modify the cost of maintenance, scope of work and terms of monthly payment associated there with to the Agreement;

NOW, THEREFORE, for and in good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

ADDENDUM # 1: Effective Date: February 1, 2024

1. **Modification to Scope of Work**

A. Addition of Area "Curiosity Way" highlighted on the map **$3036.00/month**

- Includes mowing of the pond banks weekly in the growing season and as needed in the off season
- Includes 6 turf applications
- Includes 2 ornamental applications
- Includes monthly irrigation wet checks
- Pinestraw and palm tree pruning is not included

See attached pricing matrix

the greenery, inc.
— EMPLOYEE OWNED —
843-785-3848 | PO BOX 6569 | Hilton Head, SC 29938

Addendum to Commercial Landscape Maintenance Contract

THIS ADDENDUM #1 is made and entered into as of the 17 th day of January, 2024 by and between East Nassau Stewardship District and THE GREENERY, INC., ("Greenery").

Revised Pricing - Summary

the greenery, inc.	Monthly $	Annual $
Original Contract Total	$ 41,583.00	$ 498,996.00
Addendum 1	$ 3,036.00	
Addition of Curiosity Way		
Revised Contract Total Year 1	**$ 44,619.00**	
Year 2 Contract Amount	**$ 45,957.50**	**$ 551,490.00**
Year 3 Contract Amount	**$ 47,336.25**	**$ 568,035.00**



EAST NASSAU
STEWARDSHIP DISTRICT

10

RESOLUTION 2024-18

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EAST NASSAU STEWARDSHIP DISTRICT DESIGNATING A DATE, TIME AND LOCATION FOR A LANDOWNERS' MEETING AND ELECTION; PROVIDING FOR PUBLICATION; ESTABLISHING FORMS FOR THE LANDOWNER ELECTION; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, East Nassau Stewardship District **("District")** is a local unit of special-purpose government created and existing pursuant to Chapter 2017-206, Laws of Florida, being situated within Nassau County, Florida; and

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

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

WHEREAS, the District is statutorily required to hold a meeting of the landowners of the District for the purpose of electing supervisors for the District on the first Tuesday after the first Monday in November, which shall be noticed pursuant to Chapter 2017-206(5), Laws of Florida.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF EAST NASSAU STEWARDSHIP DISTRICT:

1. **EXISTING BOARD SUPERVISORS; SEATS SUBJECT TO ELECTIONS.** The Board is currently made up of the following individuals:

Seat Number	Supervisor	Term Expiration Date
1	Michael Hahaj	2024
2	Robert Fancher	2024
3	Tommy Jinks	2026
4	Jamie Northrup	2026
5	Max Hord	2024

This year, Seat 1, currently held by Michael Hahaj, Seat 2. currently held by Robert Fancher, and Seat 5, currently held by Max Hord, are subject to election by landowners on November 5, 2024. Each supervisor elected shall serve a term of four (4) years. The term of office for each successful candidate shall commence election.

2. **LANDOWNERS' ELECTION.** In accordance with Chapter 2017-206(5), Laws of Florida, the meeting of the landowners to elect two (2) supervisors of the District, shall be held on November 5, 2024, at 10:00 a.m., at Fernandina Beach Municipal Airport, 700 Airport Road, Fernandina Beach, Florida, 32034.

3. **PUBLICATION.** The District's Secretary is hereby directed to publish notice of this landowners' meeting in accordance with the requirements of Chapter 2017-206(5), Laws of Florida.

4. **FORMS.** Pursuant to Chapter 2017-206(5), Laws of Florida, the landowners' meeting and election has been announced by the Board at its February 15, 2024 meeting. A sample notice of landowners' meeting and election, proxy, ballot form and instructions were presented at such meeting and are attached hereto as **Exhibit A**. Such documents are available for review and copying during normal business hours at the District's Local Records Office, located at 1 Rayonier Way, Wildlight, Florida 32097 or at the office of the District Manager, Wrathell, Hunt and Associates, LLC, located at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

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

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

PASSED AND ADOPTED this 15th day of February, 2024**.**

Attest: **EAST NASSAU STEWARDSHIP DISTRICT**

_____ _____

Secretary/Assistant Secretary Chair/Vice Chair, Board of Supervisors

NOTICE OF LANDOWNERS' MEETING AND ELECTION AND MEETING OF THE BOARD OF SUPERVISORS OF THE EAST NASSAU STEWARDSHIP DISTRICT

Notice is hereby given to the public and all landowners within East Nassau Stewardship District (the **"District"**) the location of which is generally described as comprising a parcel or parcels of land containing approximately 23,600 acres, located within Nassau County, Florida, advising that a meeting of landowners will be held for the purpose of electing three (3) persons to the District Board of Supervisors. [Immediately following the landowners' meeting there will be convened a meeting of the Board of Supervisors for the purpose of considering certain matters of the Board to include election of certain District officers, and other such business which may properly come before the Board.]

DATE:	Tuesday, November 5 2024
TIME:	10:00 AM
PLACE:	Fernandina Beach Municipal Airport 700 Airport Road Fernandina Beach, Florida 32034

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

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

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

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

Craig Wrathell
District Manager
Run Date(s): _____ & _____

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

INSTRUCTIONS RELATING TO LANDOWNERS' MEETING OF EAST NASSAU STEWARDSHIP DISTRICT FOR THE ELECTION OF SUPERVISORS

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

TIME: **10:00 A.M.**

LOCATION: **Fernandina Beach Municipal Airport**
700 Airport Road
Fernandina Beach, Florida 32034

Pursuant to Chapter 2017-206(5)(2)(b), Laws of Florida, after the East Nassau Stewardship District ("District") has been established and the landowners have held their initial election, there shall be a subsequent landowners' meeting for the purpose of electing members of the Board of Supervisors every two years until the District qualifies to have its board members elected by the qualified electors of the district. The following instructions on how all landowners may participate in the election are intended to comply with Chapter 2017-206(5)(2)(b), Laws of Florida.

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

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

This year, three (3) seats on the Board will be up for election by landowners. Each successful candidate shall be elected for a term of four (4) years. The term of office for each successful candidate shall commence upon election.

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

LANDOWNER PROXY

EAST NASSAU STEWARDSHIP DISTRICT
NASSAU COUNTY, FLORIDA
LANDOWNERS' MEETING – NOVEMBER 5, 2024

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the fee simple owner of the lands described herein, hereby constitutes and appoints _____ **("Proxy Holder")** for and on behalf of the undersigned, to vote as proxy at the meeting of the landowners of the East Nassau Stewardship District to be held at the Fernandina Beach Municipal Airport, 700 Airport Road, Fernandina Beach, Florida 32034 on Tuesday, November 5, 2024, at 10:00 a.m., and at any adjournments thereof, according to the number of acres of unplatted land and/or platted lots owned by the undersigned landowner that the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing that may be considered at said meeting including, but not limited to, the election of members of the Board of Supervisors. Said Proxy Holder may vote in accordance with his or her discretion on all matters not known or determined at the time of solicitation of this proxy, which may legally be considered at said meeting.

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

_____
Printed Name of Legal Owner

_____ _____
By:_____ Date
Title: _____

Parcel Description	**Acreage**	**Authorized Votes**
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

Total Number of Authorized Votes: _____

Pursuant to Chapter 2017-206(5)(2)(b), Laws of Florida, a fraction of an acre is treated as one (1) acre entitling the landowner to one vote with respect thereto. Moreover, two (2) or more persons who own real property in common that is one acre or less are together entitled to only one vote for that real property.

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

OFFICIAL BALLOT
EAST NASSAU STEWARDSHIP DISTRICT
NASSAU COUNTY, FLORIDA
LANDOWNERS' MEETING – NOVEMBER 5, 2024

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

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

Description	**Acreage**
_____	_____
_____	_____
_____	_____

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

or

Attach Proxy.

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

SEAT	NAME OF CANDIDATE	NUMBER OF VOTES
1		
2		
5		

Date: _____ Signed: _____

Printed Name: _____

EAST NASSAU
STEWARDSHIP DISTRICT

11

RESOLUTION 2024-20

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EAST NASSAU STEWARDSHIP DISTRICT CONFIRMING, RATIFYING, AND APPROVING FINAL STEWARDSHIP DISTRICT MANUAL FOR LAND MANAGEMENT FOR CONSERVATION LANDS FOR THE EAST NASSAU COMMUNITY PLANNING AREA SECTOR PLAN, FIRST APPROVED BY RESOLUTION 2022-19 AS AMENDED BY RESOLUTION 2024-10; APPOINTING A BOARD REPRESENTATIVE REGARDING IMPLEMENTATION OF SAME; AUTHORIZING APPOINTEE AND DISTRICT STAFF TO TAKE ALL ACTIONS NECESSARY RELATED TO SAME; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, the East Nassau Stewardship District ("**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 2017-206, Laws of Florida, being situated entirely within Nassau County, Florida ("**Act**"); and

WHEREAS, pursuant to the Act and Resolution 2022-19, as amended and supplemented by Resolution 2024-10, the District previously adopted the *Stewardship District Manual for Land Management of Conservation Lands for The East Nassau Community Planning Area Sector Plan*, as the same may be amended from time to time ("**Habitat Management Plan**") to provide for the management of, among others, an integrated Conservation and Habitat Network ("**CHN**") including lands which are reserved and set aside for perpetual conservation use ("**Conservation Lands**"); and

WHEREAS, in connection with the acquisition of Conservation Lands and related improvements and management and implementation of the Habitat Management Plan, which includes, but is not limited to, coordinating Conservation Land conveyance, review of Habitat Management Plant, facilitation of transfer of St. Johns River Water Management District ("**SJRWMD**") permits, among others (collectively, "**Habitat Management Plan Implementation**"); and

WHEREAS, to facilitate the efficient Habitat Management Plan Implementation, the District finds it is in the best interests of the District and desires to authorize a member of the Board of Supervisors ("**Board**") to coordinate with staff in effectuating same ("**Implementation Authority**"); and

WHEREAS, the Implementation Authority shall be subject to the review of the District Engineer and the District Counsel, both agreeing that each such implementation if legal, consistent with the District's capital improvement program, as necessary and/or appropriate.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE EAST NASSAU STEWARDSHIP DISTRICT:

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

SECTION 2. The Habitat Management Plan, attached hereto as **Exhibit A**, is hereby re-affirmed, approved, confirmed and ratified. Following Board member, along with District Staff are hereby authorized to review, interpret, and coordinate recommended actions for Habitat Management Plan Implementation, subject to the District Engineer and District Counsel's review and approval as necessary and/or appropriate:

Designated Board Member: Jaime Northrup

SECTION 3. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

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

PASSED AND ADOPTED this 15th day of February 2024.

ATTEST:

_____
Print Name:_____
Assistant Secretary / Secretary

EAST NASSAU STEWARDSHIP DISTRICT

_____
Mike Hahaj
Chairman, Board of Supervisors

Exhibit A: Final Habitat Management Plan

Exhibit A

BDA

ENVIRONMENTAL CONSULTANTS

STEWARDSHIP DISTRICT MANUAL FOR LAND MANAGEMENT OF CONSERVATION LANDS FOR THE EAST NASSAU COMMUNITY PLANNING AREA SECTOR PLAN

BREEDLOVE, DENNIS & ASSOCIATES, INC.

S 330 W. Canton Ave. - Winter Park, FL 32789-3195
Phone: 407-677-1882 - Fax: 407-657-7008

D 30 East Liberty St. - Brooksville, FL 34601-2910
Phone:352-799-9488 - Fax:352-799-9588

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VOLUME III: LONG-TERM MANAGEMENT AND MAINTENANCE PLAN

PREFACE/INTRODUCTION

Stewardship District Manual for Land Management of Conservation Lands

The East Nassau Community Planning Area (ENCPA) Sector Plan encompasses approximately 24,000 acres of entitled lands.

This Plan includes properties that are being set aside for perpetual conservation use. Land management of these properties requires planning and careful management during the various stages of the buildout of the ENCPA. The stages are broadly categorized below:

- Pre-development – managed under Forestry Best Practices guidelines
- Development – managed consistent with Sector Plan, Detailed Specific Area Plans, Preliminary Development Plans, and applicable permits
- Post-development – conservation lands are dedicated to the Stewardship District forperpetual maintenance, and are used as mitigation if dedicated through applicable permits

This manual is designed to provide guidance and resources for post-development management of the conservation lands as contemplated in the Sector Plan. All information presented herein is intended to be used as a guide and is subject to change without notice. This information is not intended to be relied upon as a binding document by the Landowner or the East Nassau Stewardship District.

VOLUME I
2004-099

HABITAT MANAGEMENT PLAN FOR THE EAST NASSAU COMMUNITY PLANNING AREA, NASSAU COUNTY, FLORIDA

Submitted to:

Raydient, LLC/Wildlight, LLC
1 Rayonier Way
Wildlight, Florida 32097

August 2022

Submitted by:

Breedlove, Dennis & Associates, Inc.
330 W. Canton Avenue
Winter Park, Florida 32789
Phone: 407-677-1882

Jennifer L. Rosinski, Ph.D., PWS
Principal Scientist

W. Michael Dennis, Ph.D.
President

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1.0 INTRODUCTION

The ENCPA Sector Plan establishes a long-range strategy for specific areas with the benefit of flexible development planning. The ENCPA Sector Plan is intended to incorporate specific development principles that include protecting unique natural resources through establishment of a Conservation and Habitat Network (CHN) (Exhibit 2). The CHN includes areas surrounding or including the St. Mary's River bluffs, Lofton Creek, other blackwater creeks, tributaries, and associated wetlands throughout the ENCPA. The CHN also includes uplands associated with the creeks and wetlands, creating wildlife corridors that connect significant natural habitats.

Creating a Detailed Specific Area Plan (DSAP) is the second step in the Sector Planning process, following creation of the ENCPA Master Plan. As DSAPs are established, development planning and permitting with state and federal agencies generally begins. During the permitting process with the respective agencies the wetland boundaries may be delineated and approved for each phase of development by the St. Johns River Water Management District (SJRWMD), U.S. Army Corps of Engineers (ACOE), Florida Department of Environmental Protection (FDEP), and/or other regulatory bodies having jurisdiction. The CHN boundary may be modified as jurisdictional wetland boundaries are delineated and approved during the permitting process. Conservation Easements (CEs) may be recorded over the CHN and other areas permitted by the SJRWMD, FDEP and/or ACOE as mitigation to offset wetland impacts. Management of these conservation easement areas is intended to maintain the ecological value of the habitat. This document is a guide that is intended to serve as a Habitat Management Plan (HMP) for the ENCPA, DSAPs within the ENCPA, the CHN. This HMP document is intended to be a framework for ongoing management of the CHN and CEs and as an adaptive management plan with flexibility to make changes as necessary.

2.0 REGIONAL ECOLOGICAL FRAMEWORK

2.1 Environmental Protection Framework for the Conservation and Habitat Network

A principal guideline of the ENCPA is the protection of natural resources within the 24,000-acre± Sector Plan. Chapter 163.3245 of the Florida Statutes states that local governments can adopt into their comprehensive plans a Sector Plan to promote long-range planning and facilitate the protection of regionally significant resources, including regionally significant water ways and wildlife corridors. These regionally significant wetlands and corridors are designated as the CHN, which is intended to provide sustainable environmental resources and wildlife habitat. During the SJRWMD and ACOE permitting processes for DSAP #1, the CHN and mitigation plans were approved by both agencies as a regionally significant resource. The CHN established within the ENCPA includes approximately 10,172 acres of wetlands and uplands (Exhibit 2). The CHN and additional areas, as may be designated during subsequent state/federal permitting processes, will be placed under a CE (Section 5.0 of this document describes the details of the CEs) to offset and mitigate for unavoidable impacts to wetland resources. Wetland boundaries are delineated in the field and approved prior to each phase of permitting. Exhibit 3 depicts the jurisdictional wetland boundaries and distinguishes between the current field-delineated and surveyed wetland boundaries versus photo-interpreted wetland boundaries.

The ENCPA provides guidance regarding how to plan development to meet project objectives while enhancing and preserving the environmental values of locally and regionally-significant natural resources. Per the Nassau County Comprehensive Plan Policy FL. 13.07(A)(1), as stated in the ENCPA documentation, the CHN is subject to the following general guidelines and standards: 1) a management plan is intended to promote the maintenance of native species diversity, which may include controlled

burns; 2) new road crossings within the CHN are intended to be minimized; 3) road crossings within the CHN are intended to incorporate other design features to direct wildlife to the crossing as may be necessary to enhance the effectiveness of the crossings; 4) an environmental education program shall be developed for the CHN; 5) CHN boundaries shall be formally established when an abutting development parcel undergoes development permitting; and 6) silvicultural and agricultural activities are allowed to continue with the CHN in accordance with Best Management Practices (BMPs).

3.0 ENVIRONMENTAL CONDITIONS

Utilizing the ENCPA boundary in the Sector Plan, the approximate total acreage is 22,635.50 acres. This boundary has not been formally surveyed and ENCPA language states that the area encompasses approximately 24,000 acres in northern Nassau County. The land use acreages discussed in this document are based on the total 22,635.50 acreage calculated from the Land Use Map. DSAP 1 is approximately 2,938 acres in size, located at the intersection of Interstate 95 and State Road 200 (A1A). An aerial photograph of the ENCPA and DSAP 1 sites is included as Exhibit 4.

3.1 Soils

The U.S. Department of Agriculture, Natural Resources Conservation Service (NRCS) Soil Survey map for the ENCPA site is attached as Exhibit 5.

3.2 Ecological Evaluation

Wetland boundaries throughout the ENCPA are based on the best available data, including photo interpretation and selective ground truthing, which are ultimately subject to modification as field delineations occur and agency site inspections are conducted. Exhibit 3 depicts the jurisdictional wetland boundaries as currently determined. Wetland delineations located within DSAP 1 have been reviewed, approved, and permitted through SJRWMD and ACOE. A formal wetland determination was issued by FDEP for the northeastern portion of the ENCPA.

3.3 Vegetative Communities/Habitats

The habitat types throughout the ENCPA are classified using Florida Land Use, Cover and Forms Classification System (FLUCFCS) data provided by the water management districts (Exhibit 6). Based on

FLUCFCS data, the ENCPA site consists of ~15,213.50 acres of upland communities, ~7,141.66 acres of wetland communities, and ~91.21 acres of surface waters. Developed Lands (110s), Other Lands (700s), and Roads and Utilities (800s) make up the remainder of the ENCPA (~189.13 acres). The FLUCFCS map will be updated as the extent of on-site jurisdictional wetlands is field delineated and reviewed by regulatory agencies.

4.0 WILDLIFE HABITAT MANAGEMENT PLAN

4.1 Introduction

Ecological goals of the ENCPA HMP are to preserve and protect both locally and regionally significant wetland systems, to enhance supporting upland habitats that serve as wildlife linkages to natural habitats, and to provide adequate crossings for wildlife and water conveyance. The HMP is intended to include resource management goals for preservation of habitat with regionally and ecologically significant connections to the forested and herbaceous wetlands throughout the site along with sufficient upland buffers on the ENCPA property. The preservation of the wetland strand systems may include areas surrounding or adjacent to blackwater creeks, wetlands along the St. Marys River, and associated upland buffers to provide for significant regional corridors and optimal regional connections throughout the ENCPA. These wetland strands provide excellent optimal foraging and nesting habitat for a variety of wetland dependent species.

4.2 Wildlife Crossings

The design of each DSAP within the ENCPA reflects a concerted effort to concentrate development and provide meaningful conservation of the area's natural resources consistent with the approved CHN. The CHN is intended to decrease landscape fragmentation, maintain natural wildlife linkages, and ensure the long-term protection of biodiversity and ecological functions.

Wildlife crossings may be maintained in areas where roads cross large wetland strands and conservation areas, including the CHN. Wildlife crossings within the CHN may be maintained to accommodate movements of amphibians, reptiles, and small to medium-sized mammals, while also maintaining necessary

hydrologic connectivity for wetland systems. Wildlife crossings may consist of one or more of the following designs:

1. High Visibility Right-Of-Way: Highly visible, cleared roadway shoulders may be maintained throughout upland preserves to facilitate visibility and avoidance for both wildlife and motorists. This may include signs identifying sections of preserves where wildlife commonly cross, reduced speed zones, and other traffic quieting features.

2. Wildlife Culverts: Circular culverts with a diameter of 36" to 48", placed at normal pool elevation at the interface between uplands and wetlands, may be used to accommodate the movements of small to medium-sized mammals including bobcats (*Lynx rufus*), coyotes (*Canis latrans*), raccoon (*Procyon lotor*), Virginia opossums (*Didelphis virginiana*), spotted skunks (*Spilogale putorius*), and other species of wildlife.

3. Wetland Culverts: Circular culverts with diameters up to 36" may be placed in wetlands to maintain water flow and accommodate the movement of many smaller species of wildlife, particularly reptiles and amphibians.

Strategies for accommodating safe wildlife movement across roadways through upland sites, as well as maximizing safety to traveling motorists, may also include nighttime lighting and speed zones for automobiles. These and other design features will be further defined as final roadway plans are developed for each DSAP.

4.3 Listed Species

Species of wildlife and plants listed for protection under state and federal provisions that are known to occur within Nassau County, Florida, are represented in Exhibit 8. The likelihood of occurrence for listed species referenced in Exhibit 8 was rated as high, moderate, low, unlikely, or not applicable based on knowledge of a species' habitat preference and site conditions. A likelihood of occurrence given as "unlikely" indicates that no, or very limited, suitable habitat for this species exists on the site, but the site is within the documented range of the species; "not applicable" indicates that the habitat for this species does not exist on or adjacent to the site and/or the site is not within the documented range of the species.

5.0 CONSERVATION EASEMENTS

As permitting continues by phase through each DSAP, mitigation plans are prepared and approved by SJRWMD, FDEP, and/or ACOE. DSAP 1 is the first subset of the Sector Plan to obtain conceptually approved permits with approved mitigation plans (Exhibit 7). The approved mitigation areas may be placed under a CE following issuance of state and federal permits, consistent with the CHN requirements, and to offset wetland impacts concurrent with that phase of the project. Conservation areas are intended to be clearly marked with signage. CEs are granted to the SJRWMD, with third party beneficiary rights of enforcement granted to the ACOE. In addition, the CEs will contain provisions that grant the SJRWMD and ACOE the right to access and inspect the encumbered areas and to enforce the terms and conditions of the easement.

6.0 MANAGEMENT OF ON-SITE CONSERVATION AREAS

6.1 Introduction

The HMP is intended to provide guidance for long-term protection and management of preserved wetland and upland habitats and resident wildlife species within the ENCPA. The following sections describe conservation measures and management practices that may be implemented to maintain and/or improve hydrologic connectivity and ecological functions and values provided by the wetlands and associated upland communities to be preserved in perpetuity.

A total of approximately 10,172 acres of wetlands, uplands, and surface waters on the ENCPA site are planned to be preserved under conservation easements that will be recorded upon issuance of state and federal construction permits as each phase of development is implemented. Preservation and enhancement of these areas will serve as mitigation to offset wetland impacts associated with the proposed development plan.

6.2 Conservation and Management of Wetlands, Uplands, and Surface Waters

The HMP is intended to be designed and implemented to include the following:

1. Preserve large wetland strand areas that represent the native vegetation and wildlife habitats historically contained within the property;
2. Incorporate upland buffers around the preserved wetlands to provide wildlife habitat and provide a low-impact transition between natural and developed areas;
3. Incorporate a wildlife linkage (CHN) that provides critical forage, habitat, and movement needs of resident listed and non-listed wildlife species;

4. Preserve and restore significant areas of uplands outside the 25-foot buffer within the CHN, to provide upland habitat for wetland-dependent species as well as upland species;
5. Restore altered uplands (planted pine [*Pinus* sp.]) by thinning the planted pines to natural stocking densities with a basal area ranging from 30-50 square feet (total cross-sectional area of trees at diameter at breast height per acre). Mechanical techniques such as roller chopping will be used to restore the natural grade and the native community types;
6. Restore altered wetlands where silviculture activities have encroached into wetlands by planting dense pine stands primarily along the edges. The planted pines will be thinned to a natural density (30 to 50 sq. ft. basal area) to mimic hydric pine flatwoods, which will encourage recruitment of native plant species. Over time, the topography will be restored to a more natural grade. If necessary, roller chopping will be conducted to help restore the natural topography;
7. Conduct maintenance of invasive, nuisance/exotic (N/E) plant species that commonly become established in disturbed sites and contribute to degradation of native community types.
8. Maintain the majority of herbaceous wetlands on the property for continued use by listed wading birds; and
9. Incorporate a Surface Water Management System (SWMS) designed to maintain pre-development water quality, volumes, and flows, and existing wetland hydroperiods on the site.

6.3 Water Quality Protection

The SWMS is intended to provide treatment of stormwater prior to offsite discharge, and to comply with water quantity and quality criteria of SJRWMD. BMPs will be followed in accordance with F.A.C. 62-25-040(7) during construction. These BMPs may include the construction of swales, erosion and sediment control structures, turbidity barriers, and other measures that will prevent sediment transport into on-site

wetlands and/or to off-site locations. The goal is to maintain sedimentation pollution within acceptable limits.

The maintenance of existing water quality of on-site blackwater creeks, tributaries, and the St. Mary's River is a high priority of the stormwater and project design. The SWMS will protect the water quality of receiving waters to comply with SJRWMD Environmental Resource Permit requirements and local criteria that may apply.

6.4 Fire and Smoke Management

Fire is a natural occurrence within the historic native pine flatwoods community that comprises a component of the proposed upland conservation areas. Under the HMP, a regular burn management program, as appropriate and in areas away from development, is intended to promote an open landscape with scattered pines, a low understory of grasses, and a diverse component of herbaceous plants. The influence of fire will stimulate the growth of endemic plants, maintain a mix of structure and composition within vegetation communities, and consequently, contribute to a high degree of wildlife biodiversity. Leaf litter, pine needle duff, and debris accumulating on the ground can contribute to prolonged surface fires and increase resource damage from unplanned wild fires. Pine needles suspended by shrubs and low branches contribute to heavy fuel loading, creating ladder fuels that can carry fire up into tree canopies. Most fires were historically caused by lightning strikes. The flora and fauna of natural pine flatwoods communities are adapted to periodic fires to control understory density and to stimulate pine recruitment. Implementation of a burn program that mimics natural fire occurrences and intensities within the upland conservation areas will serve to reduce hazardous accumulations of vegetative fuels and minimize risks to public safety and private property associated with occurrences of wildfires. Additional benefits to wildlife

include greater availability of open spaces, increased diversity and opportunity for herbaceous foraging, and facilitation of animal movement between the various habitats within the landscape.

In areas of the ENCPA where prescribed burns can be conducted, the burn rotation will be targeted for every three to five years or as necessary based on periodic reviews of upland areas. This short-return interval will limit hazardous fuel accumulation and minimize fire intensity, both of which are important considerations for proposed, adjacent developed lands. Burn cells will be designated by natural and man-made internal fire breaks. Approximately 20 to 50 acres would be targeted for prescribed fires each year with burn cell boundaries, subject to modification as specific cells are prepared for initial burning. Burns will be scheduled on a priority basis and executed only when site and weather conditions are favorable for successful achievement of the above management goals.

The specific objectives of the prescribed burning program will be as follows:

1. To maintain the ecological health and diversity of vegetative associations that historically evolved in response to natural fire (e.g., pine flatwoods or xeric uplands).
2. To maintain and enhance suitable habitats for resident wildlife.
3. To reduce hazardous accumulations of natural vegetative fuels, minimizing the risk to human safety and property from wildfires.

Site-specific smoke management and burn plans will be developed in accordance with Florida Division of Forestry (FDOF) guidelines to minimize the potential for impact to adjacent residential areas.

Special considerations that will be addressed for each prescribed burn will include: 1) reduction of emissions; 2) identification, avoidance, or special timing of smoke-sensitive areas; and 3) burning only when atmospheric conditions assure good smoke transport and dispersion.

All prescribed burns and smoke management plans will be prepared by a certified professional and submitted to the FDOF for review and permit approval prior to implementation. Local weather sources will be consulted to confirm that suitable weather conditions exist the day of the planned burn and local authorities will be notified prior to initiating prescribed burn activities.

Educational materials may be provided to all residents and business owners regarding the need for prescribed fire to manage the natural preserves as well as for wildfire suppression and protection of human life and property. Educational materials and delivery methods may include, but not be limited to: literature, brochures, websites, videos, slideshows, and Microsoft® PowerPoint presentations for local organizations and businesses. Educational materials will be obtained from either the national Firewise Communities/USA program or similar State of Florida program. In addition to ongoing public awareness efforts regarding benefits of prescribed burning involving the Stewardship District, the Property Owners Association, Homeowners Association, or Community Development District will ensure the timely and accurate dissemination of information to alert the community in advance of any fire management events. This will help to ensure a safe and appropriate response by the community during prescribed burns.

6.5 Nuisance and Exotic Species Maintenance

6.5.1 Nuisance Plant Species

Several N/E plant species listed on the Florida Exotic Pest Plant Council Invasive Plant List and Department of Agriculture and Consumer Services Noxious Weed List were observed within the proposed conservation

areas during on-site field investigations and mitigation monitoring. Observations included species such as torpedograss (*Panicum repens*), cattail (*Typha* sp.), Chinese tallowtree (*Sapium sebiferum*), and Carolina willow (*Salix caroliniana*), mainly scattered occurrences within the wetlands. Presence of N/E plant species will be documented during all monitoring events conducted in association with the proposed monitoring plan for the phases of the project sites. Coordination with a professional firm certified by the State of Florida in the control of N/E plant species will be conducted to locate and treat N/E plant species in an effort to maintain the total areal cover of these species below 10% as part of the mitigation/management activities. Herbicide application and/or physical removal will be utilized with appropriate environmental safeguards during the first monitoring year on an as-needed basis to establish initial control of these species. Designated conservation areas, buffers, and edges of retained wetlands will be inspected at least annually for the establishment of the Category I Invasive Plant Species. Any such plants observed during scheduled annual reviews or during an unscheduled review will be tagged and removed to prevent further propagation. Maintenance will be conducted on an annual basis during subsequent years. Maintenance of N/E plant species will be performed on an as-needed basis in perpetuity within all conservation areas. Incorporation of native vegetation in post-development landscaping to the greatest extent feasible will provide an additional mechanism for N/E species control by reducing or eliminating the potential for these species to spread to the conservation areas.

6.5.2 Nuisance Animal Species

Feral pig (*Sus scrofa*) tramping and wallowing can cause devastation to ecologically sensitive native habitats and wildlife. Feral pig wallows can adversely affect ponds and wetlands by muddying the water, creating algal blooms, destroying aquatic vegetation, and lowering overall water quality, affecting downstream receiving waters. In addition, digging and rooting activity of feral pigs near a watercourse leads to bank erosion, which in turn leads to poor fish production. Feral pig behavior also directly affects

wildlife populations. Feral pigs not only compete with white-tailed deer (*Odocoileus virginianus*) populations but they have also been associated with the population declines of northern bobwhite (*Colinus virginianus*) and wild turkey (*Meleagris gallopavo*) by damaging and destroying food and nesting sites for native animals.

If feral pig populations become a nuisance within the mitigation areas, a management program may be implemented to control the on-site population of this invasive species. This non-native animal has the potential to cause damage to the native habitats proposed for conservation under the HMP. Complete eradication may not be practicable given the presence of feral pig populations on adjacent lands coupled with the existing and proposed wildlife linkages throughout the site.

A variety of methods are available for management of this species ranging from live trapping and removal to lethal hunt and capture techniques. Management methods will be chosen and implemented based on practicability, site conditions, population densities, public safety, and cost effectiveness. Observations of feral pig activity documented during future monitoring events associated with the proposed monitoring plan will serve as a basis for evaluating the effectiveness of specific control methods and allow for adaptive management of feral pig populations within the proposed conservation areas.

6.6 Wildlife

Implementation of the HMP is intended to protect large mosaics of contiguous wetland and upland habitats within the site, thereby providing continuous ecological connections to the off-site natural lands. Implementation of the proposed enhanced preservation activities will provide for significantly improved foraging, nesting, and breeding habitat for a wide variety of wildlife species, such as the white-tailed deer, wild turkey, numerous wading birds, and other wetland-dependent and wetland-independent species. Box

culverts of appropriate dimensions and fencing to direct wildlife toward the crossings will also be placed along access roads to facilitate wildlife movement between on- and off-site habitats. Wildlife species utilizing the conservation areas post-development will be documented during future monitoring events associated with the proposed monitoring plan and adaptive management techniques will be implemented to provide continued habitat support for wildlife species. Individual listed wildlife species were previously discussed in detail in Section 4.3.

6.7 Monitoring Program

A monitoring program is established through permitting with SJRWMD and ACOE to document environmental conditions for wetland and upland mitigation areas and to determine when the enhancement criteria have been met. The general components of the monitoring program include data collection for a variety of attributes including qualitative and quantitative vegetation sampling, hydrologic monitoring, wildlife observations, and photographic documentation at representative locations.

Within each restoration area, a sufficient number of 25-foot-wide belt transects were established to sample a minimum of 10% of these areas. Monitoring within each belt transect will identify the overall percentage of each tree species, the number and species of any trees planted (if applicable), and the percent survival of any species of planted tree; summarize the natural community; estimate the natural establishment and/or recruitment of target vegetative species; and quantify the presence of N/E vegetation. Short-term monitoring will take place annually for an expected term of 5 years per SJRWMD and ACOE permit conditions. Monitoring within each of the sampling plots will identify the composition of groundcover species, quantify the percent cover of each species, and quantify the presence of N/E vegetation.

Metrics that may be used during short-term monitoring iterations to evaluate success include vegetation composition, wetland hydroperiod assessment, and percent occurrence of nuisance and exotic plant species. The criteria being monitored will include data collected in the following three strata:

- Canopy stratum: species composition, density estimates, and estimated percent canopy closure (utilizing a densiometer) within a standard-sized plot (round or square)
- Sapling/Shrub stratum: species composition, density, and estimated percent cover within a standard-sized plot (round or square)
- Groundcover stratum: species composition and estimated percent cover (including estimates for woody debris and litter) within a standard-sized plot (round or square)

Long-term monitoring efforts will be conducted once every 5 years within the mitigation areas, after the SJRWMD and ACOE have signed off on the short-term monitoring results and approved that the initial success criteria have been met. Monitoring of the sites once every 5 years will document the effectiveness of management efforts within the wetlands and uplands.

6.8 Education and Outreach

A goal of the HMP is to enhance public awareness of the importance of the habitats on the ENCPA site and inform residents of the natural flora and fauna that occur within their own neighborhood. The Education Program is envisioned to be phased with the specific elements implemented as development activities progress throughout the entirety of the ENCPA. Each element is intended to build on previous elements, ultimately producing a comprehensive environmental education program that achieves the goal of encouraging protection of the wildlife and natural habitats incorporated within the CHN.

The Education Program may include elements that will be targeted to provide the following specific objectives:

1. Documentation of the ENCPA, DSAP and SJRWMD Permitting Requirements Specific to the CHN

   The operating entity (e.g., Home Owners Association, Community Association, permittee, etc.) will be provided with documents including permits, management plans, and other CHN-controlling authorizations in order to ensure that the proper mechanisms are established to implement them. Annual meetings may be held to review the CHN provisions and their implementation, as necessary. An operating entity representative will be designated to conduct this review and report at an annual meeting of the operating entity.

2. Educational Outreach

   With the approval of each DSAP, education outreach opportunities will be identified and implemented. These may include nature walks, nature programs, land management involvement opportunities and other specific programs to enlighten and educate residents of East Nassau, and the county as a whole, as to the natural values incorporated in the CHN; and provide nature-oriented recreation opportunities.

3. CHN Management Board

   It is envisioned that a CHN Management Board (Board) may be formed. The Board will have a three-pronged focus: coordinated land management of the CHN; development of comprehensive, nature-oriented educational opportunities; and organization of nature-oriented recreational programs. Operational guidelines will be established by the first Board at the time of organization.

Consistent with Nassau County 2030 Comprehensive Plan Future Land Use Element policy FL.13.07(A)(1)(d), an environmental education program will be created for each DSAP during the SJRWMD permitting process.

The intent will be to work with the school to take advantage of the environmental education opportunities available on the site. The master development plan conserves key natural areas, provides important habitat for indigenous wildlife, and provides a system of natural areas that facilitate the use, enjoyment, and educational value of the property's natural ecosystems.

A goal of the educational component of the plan is to enhance public awareness of the importance of the habitats on the East Nassau project site and inform residents of the natural flora and fauna that may be found within the property. Outdoor education programs intended to be implemented within the project site may include nature walks and other programs. Additionally, the plan proposes installation of low-impact nature trails and multi-use paths throughout the property (Comprehensive Plan – Policy FL.13.04). The trails will incorporate interpretive elements such as signs and kiosks, which provide students, residents, and visitors with information regarding the various wetland and upland habitats and the wildlife that may be found within them. The proposed large upland and wetland preserves will provide valuable outdoor classrooms for teaching local school children and residents of all ages that value living in harmony with Florida's natural and cultural resources.

6.9 Goals

Implementation of the HMP will promote the conservation objectives of the CHN. The wetlands remaining post-development will continue to provide habitat for resident wildlife species. The creation of wet

retention ponds will provide for increased contiguity of habitat to other areas of the site that are under-utilized because of lack of hydrology and provide additional functional habitat to wildlife species for loafing, nesting, resting, and/or feeding. The current functions and values on the site are expected to be increased and maintained through the creation of a SWMS associated with the project site.

The wetlands proposed for preservation throughout the ENCPA are regionally significant and connect to regionally significant resources offsite as well (St. Marys River and Nassau River). Preservation of enhanced upland habitats adjacent to the wetland conservation lands described above will also contribute to the ecological value of habitat linkages throughout the site. Proposed enhanced upland preservation areas will offer habitat diversity within the conservation linkages and habitat support of large, preserved wetland systems on the project. Successful achievement of the HMP goals will be documented through implementation of the monitoring plan designed for the ENCPA.

To meet the objectives of the approved compensatory mitigation plan, the wetland restoration areas will achieve the following performance standards as conditioned in the ACOE permit (SAJ-2014-02316) for DSAP 1:

- At least 80% cover by appropriate wetland species (i.e., Facultative [FAC] or wetter);
- Less than 10% total cover by Category I and II invasive exotic plant species, pursuant to the most recent list established by the Florida Exotic Pest Plant Council, and including the nuisance species Peruvian primrosewillow (*Ludwigia peruviana*), dogfennel (*Eupatorium capillifolium*), bermudagrass (*Cynodon dactylon*), bahiagrass (*Paspalum notatum*), and cattail;
- Less than 20% mortality of any planted wetland species;
- Hydrologic conditions supporting soils that are saturated to the surface between 5% and 12.5% of the growing season; and

- If the restoration areas do not retain an 80% canopy of wetland vegetation within three years, supplemental plantings of wetland canopy species will be implemented in accordance with the permit conditions to promote growth by target vegetation.

These performance standards shall be achieved by the end of the 5-year monitoring period for each mitigation site, with no maintenance during the fifth year of monitoring. In the event the performance standards have not been achieved, an approved remediation program will be implemented in accordance with the permit conditions.

6.10 Adaptive Management

Adaptive management is intended to modify management strategies in response to new data as needed during the habitat restoration and enhancement processes. Wildlife utilization, abundance, and diversity of species can be assessed as a reliable indicator of the productivity and success of the HMP management strategies. The incorporation of adaptive management into the overall plan will provide opportunities to modify those elements of the HMP to reflect new information that may become available as continued surveys and monitoring are conducted. This will allow for adjustments to be incorporated into the on-site management and maintenance plans, if results of the monitoring program indicate that the proposed goals are not being achieved or that the management design may need to be modified to better achieve the proposed goals for wildlife habitat.

Species indicative of successful wildlife management efforts include wild turkeys, white-tailed deer, wading birds (including listed species), dabbling ducks, and migratory songbirds. Regeneration of grasses and forbs would be indicators of successful vegetation management efforts. Seasonal wildlife population and vegetation survey data will be collected during bi-annual wetland and upland monitoring events.

Trends in animal populations and plant communities will become evident once the data is interpreted over the course of time. Modifications to management strategies may be made, as necessary, to meet proposed goals.

6.11 Summary of Conservation and Management Measures

The ENCPA Sector Plan and Comprehensive Plan policies describe the conservation measures that may be employed for long-term protection and management of preserved wetland and upland habitats and resident wildlife species. Proposed conservation measures and management practices are intended to benefit local and regional wildlife by maintaining and/or improving hydrologic connectivity and ecological functions and values that are typical of wetlands, lakes, and associated upland communities. The conservation areas will also provide aesthetic, educational, and recreational benefits for local and regional residents. The following is a summary of the proposed conservation and management measures that may be implemented, and the conservation benefits that may be anticipated to result from implementation of these measures:

- Preserve natural values and functions within the region for benefit of wildlife and human quality of life
- Wetland Preservation
    - Wetlands within the mitigation areas and CHN will be protected in perpetuity through recordation of a conservation easement
    - Permanent protection from future disturbances to the vegetative community structure
    - Natural plant communities in clearcuts will regenerate over time, resulting in enhanced wetland function and increased benefit to resident and regional wildlife

    - Protection from future disturbances will result in increased habitat diversity and quality as communities re-establish and mature
    - Long-term conservation benefits to local and regional wildlife
- Wetland and Surface Water Enhancement
    - Removal of N/E plant species to improve habitat diversity and value
    - Restore or maintain natural sheet flow and hydrology on the site
    - Improve regeneration of native plant communities from remaining and adjacent seed sources
    - Enhance and/or restore habitat diversity for the benefit of resident and regional wildlife
- Upland Enhancement
    - Buffers
        - permanent preservation of forested buffers will improve wildlife habitat quality, improve water quality, and protect wetlands from future disturbances
        - uplands protected in perpetuity through recordation of conservation easement
        - preservation will protect from further disturbance and allow natural regeneration of native plant communities and wildlife habitats typical of uplands
        - implementation of long-term prescribed fire and/or other management techniques and N/E plant management programs
        - allow native vegetative community to regenerate
        - improve quality and diversity of upland wildlife habitat
- Wildlife Habitat linkages
    - Allow for large contiguous linkages
    - Reduce landscape fragmentation
    - Increase habitat heterogeneity

    - Provide habitat for upland, wetland, wetland-dependent, and aquatic species
    - Provide buffers wider than required for wetlands within linkages
    - Ensure long-term preservation of biodiversity and ecological functions and connectivity (e.g., hydrologic connectivity) to off-site adjacent and regional landscapes
    - Ensure genetic health of animal populations by providing connectivity within regional populations
    - Provide landscape connectivity along Lofton Creek and other blackwater creeks through the ENCPA as part of the CHN
- Surface Water Protection
    - Prevent future disturbances to water quality and surface water habitat
    - Improve habitat quality by providing deep and shallow waters within the SWMS that afford long-term conservation benefits to a variety of species

7.0 SILVICULTURAL AND AGRICULTURAL ACTIVITIES

As part of the Future Land Use Element of the Comprehensive Plan, Policy FL.13.13, silvicultural and agricultural activities will continue to be allowed within the CHN. When final boundaries of any portion of the CHN are established as described in Section 2.1, a silvicultural management plan will be developed in accordance with BMPs to protect the conservation objective of the CHN. Silvicultural activities will be allowed within a parcel until building permits are issued for the parcel. After development, such activities will be limited to the range of allowable uses for the applicable land use sub-category, unless these uses are provided for by the development order applicable to such parcel.

8.0 ST. MARYS RIVER GREENWAY

The Future Land Use Policy in the Comprehensive Plan for the ENCPA established specific development criteria for the St. Marys River Greenway (Greenway). The Greenway shall consist of the areas with remarkable high topography (bluffs) adjacent to the St. Marys River or Bells River in locations as depicted on the adopted ENCPA Master Land Use Plan. The development design of areas adjacent to the St. Marys River within the Greenway will focus on the protection of the bluffs and view of the river. These areas will be preserved for the unique visual and physical characteristics of the riverfront and bluffs. The following development guidelines shall be enforced to ensure consistency with this policy:

A) The Greenway shall have an average minimum width of 100 feet, with a minimum width of 50 feet in any one location;

B) Development within the Greenway shall include points of public access for the purposes of providing non-vehicular pedestrian connectivity to key locations in the resort area and to the internal ENCPA multi-use pathway system; and

C) Development within the Greenway shall be limited to river access facilities observation decks and walkways, educational or conservation centers, golf courses, walking trails, and other passive recreational uses. Golf course areas within the Greenway shall not be permitted within the minimum required 50 feet buffer area.

A more detailed management plan for this area will be provided at the time site plans for this area are developed.

9.0 END REFERENCES

1. Florida Department of Transportation. 1999. Florida Land Use, Cover and Forms Classification System. Third Edition. 91pp.

2. Florida Natural Areas Inventory. 2010. Natural Resource Inventory for Osceola County, Florida. Florida Natural Areas Inventory. Tallahassee; (FL).

Volume II

E. NASSAU COUNTY PLANNING AREA
FEDERAL & STATE PERMITS and CONDITIONS

DSAP 1

State Permit – St. Johns River Water Management District (SJRWMD)

Conceptual Permit – #139976-1
Issued: June 22, 2015

Conceptual Permit - #139976-46
Modified in 2019 to remove the Wildlight Commerce Center project area from the conceptual permit.
Revised acreage: 2,938 acres to 2,777.68
Permit Valid for 20-years

Numerous construction permits have been issued. Permits with mitigation include:
#139976-2 – Elementary school
#139976-3 – Market Street
#139976-6 – North Village Center
#139976-7 – Haul Road & 84 Lots
#139976-17 – Wildlight Phase 1C
#139976-47 – Commerce Park
#139976-54 – Pod 7, Phases I and II (Pulte Project)
#139976-55 – Pod 4 Mass Grading
#139976-61 – Pod 4 Mass Grading Modification

Pending permit applications
#139976-59 – Wildlight Avenue Extension

Federal Permit – Department of the Army, Corps of Engineers (ACOE)

Individual Permit – SAJ-2014-02316
Issued: September 30, 2015
Permit Valid for 25 years

Two modifications were issued by ACOE.
SAJ-2014-02316 – Modification – 1 for changes in impacts and wetland acreage for Wildlight Phase 1C
SAJ-2014-02316 – Modification – 2 for changes in impacts and wetland acreage for Commerce Park

Third modification was assumed by DEP and is pending for Pods 4, 5, 6, and 7.
3rd modification is for remaining wetland acreage changes and some wetland impact changes.

Approved Jurisdictional Determination for SAJ-2015-02316.
Expired: August 27, 2020

DSAP 1: Permit Conditions for Mitigation

SJRWMD

Mitigation will occur in phases to offset the impacts per phase.
A conservation easement must be recorded 1) before dredging, filling or clearing any wetland or surface water for which mitigation is required, 2) before the sale of any parcel or lot, 3) before recording the subdivision plat or 5) before use of infrastructure for its intended use, whichever occurs first.

ACOE
Mitigation Conditions based on the last approved Modification - 2
Wetland Restoration
0.93 acre of trail roads to be removed and elevation/grade restored to wetland elevation.
86.59 acres **minimum** of planted pine to be restored to wet pine flatwoods.
- selectively remove slash pine to 50 basal area.
- remove beds and furrows to restore to natural elevation and grade.

Wetland Preservation
949.09 acres **minimum**

Upland Restoration
247.58 acres **minimum** will be restored to upland pine flatwoods.
- selectively remove slash pine to 50 basal area.
- remove beds and furrows to restore to natural elevation and grade.

Upland Preservation
11.63 acres

ACOE Mitigation Performance Standards
- Achieve at least 80% cover by appropriate wetland species,
- Cover of Category I and II invasive plant species, pursuant to the most current list established by the Florida Exotic Pest Plan Council and the nuisance species primrose willow (*Ludwigia peruviana)*, dog fennel (*Eupatorium capilllifolium*), bermudagrass (*Cynodon dactylon*), bahiagrass (*Paspalum notatum*), and cattail (*Typha* spp.) shall total less than 10%,
- Have less than 20% mortality of any planted wetland species,
- Maintain hydrologic conditions supporting soils that are saturated to the surface between 5 and 12.5% of the growing season,
- If restoration does not meet 80% canopy of wetland vegetation within 3 years, the permittee shall promote the growth of target vegetation by randomly planting an equal mixture of cypress (*Taxodium* sp.), sweetbay (*Magnolia virginiana*), loblolly bay (loblolly bay (*Gordonia lasianthus*), and swamp tupelo (*Nyssa sylvatica* var. *biflora*) at a density of a minimum of 100 stems per acre of 3-gallon size, 5-6 feet in height, no single species comprises more than 30% of the total number of trees planted,
- The Performance Standards must be achieved by the end of the 5-year monitoring period. Remediation will be required if the Performance Standards are not met.

ACOE Monitoring and Reporting
Restoration Area Monitoring
- Establish 25-foot-wide belt transects covering a minimum of 10% of the area,
- Identify the overall percentage of each species of tree, number planted (if planting occurred), percent survival of planted trees, summarize the natural community, estimate natural recruitment of target species and quantify the presence of nuisance/exotic vegetation.

- Establish 10 randomly placed 1-square-meter plots along the transects,
- Stake in the field fixed reference points,
- Identify the composition of ground cover species, quantify the percent cover of the species and quantify the presence of nuisance/exotic vegetation.

Reporting

- Perform a time-zero monitoring event within 60 days of completion of each phase,
- Submit the report within 60 days of completion of the monitoring event,
- Perform annual monitoring of the restoration areas for a total of no less than 5 years for each area,
- Submit reports within 60 days of completion of monitoring event.

Mitigation will be released upon meeting the performance standards after the 5 years of monitoring. Once the area is released, no further monitoring or reporting is required.
The permittee, successors or transferees remain perpetually responsible to ensure the mitigation areas remain in a condition appropriate to offset the authorized impacts.

Conservation easements will placed over mitigation areas with ACOE as a third party beneficiary.

Permit Condition Status - Mitigation Monitoring Status
Permit Nos. 139976-2, -3, -6, and -7:
Performance standards met, monitoring no longer required. ACOE and SJRWMD signed off on the mitigation areas in 2020.

Permit No. 139976-17:
Completed Time zero and First Annual monitoring events.

Permit No. 139976-47, -54 and -61– monitoring has not yet begun.
-47: monitoring will begin when project begins.
-54, -61: monitoring will begin in 2021.

CHESTER ROAD PROJECT

State Permit – SJRWMD
Conceptual Permit – #145638-1
Issued: September 6, 2016
A permit extension was issued (August 2020) and the expiration is now June 26, 2037.
However, some form of construction must begin within 5 years (by September 2021) of the original issued permit for the permit to remain valid.

Federal Permit – ACOE
SAJ-2016-00118
Permit Valid for 25-years

Approved Jurisdictional Determination for SAJ-2016-00118.
Expires: August 4, 2021

Chester Road: Permit Conditions for Mitigation

SJRWMD
Mitigation will occur in phases to offset the impacts per phase.
A conservation easement must be recorded 1) before dredging, filling or clearing any wetland or surface water for which mitigation is required, 2) before the sale of any parcel or lot, 3) before recording the subdivision plat or 5) before use of infrastructure for its intended use, whichever occurs first.

Mitigation Conditions
Wetland Restoration
62.24 acres **minimum** of planted pine to be restored to wet pine flatwoods.
- selectively remove slash pine to 50 basal area
- remove beds and furrows to restore to natural elevation and grade.

Wetland Preservation
346.05 acres **minimum**
Upland Restoration
144.21 acres **minimum** restored to upland pine flatwoods
- selectively remove slash pine to 50 basal area
- remove beds and furrows to restore to natural elevation and grade.

Upland Preservation
11.63 acres

ACOE Mitigation Performance Standards
- Achieve at least 80% cover by appropriate wetland species,
- Cover of Category I and II invasive plant species, pursuant to the most current list established by the Florida Exotic Pest Plan Council and the nuisance species primrose willow (*Ludwigia peruviana)*, dog fennel (*Eupatorium capilllifolium*), bermudagrass (*Cynodon dactylon*), bahiagrass (*Paspalum notatum*), and cattail (*Typha* spp.) shall total less than 10%,
- Have less than 20% mortality of any planted wetland species,
- Maintain hydrologic conditions supporting soils that are saturated to the surface between 5 and 12.5% of the growing season,
- If restoration does not meet 80% canopy of wetland vegetation within 3 years, the permittee shall promote the growth of target vegetation by randomly planting an equal mixture of cypress (*Taxodium* sp.), sweetbay (*Magnolia virginiana*), loblolly bay (loblolly bay (*Gordonia lasianthus*), and swamp tupelo (*Nyssa sylvatica* var. *biflora*) at a density of a minimum of 100 stems per acre of 3-gallon size, 5-6 feet in height, no single species comprises more than 30% of the total number of trees planted,
- The Performance Standards must be achieved by the end of the 5-year monitoring period. Remediation will be required if the Performance Standards are not met.

ACOE Monitoring and Reporting
Restoration Area Monitoring
- Establish 25-foot-wide belt transects covering a minimum of 10% of the area,
- Identify the overall percentage of each species of tree, number planted (if planting occurred), percent survival of planted trees, summarize the natural community, estimate natural recruitment of target species and quantify the presence of nuisance/exotic vegetation.
- Establish 10 randomly placed 1-square-meter plots along the transects,
- Stake in the field fixed reference points,

- Identify the composition of ground cover species, quantify the percent cover of the species and quantify the presence of nuisance/exotic vegetation.

Reporting

- Perform a time-zero monitoring event within 60 days of completion of each phase,
- Submit the report within 60 days of completion of the monitoring event,
- Perform annual monitoring of the restoration areas for a total of no less than 5 years for each area,
- Submit reports within 60 days of completion of monitoring event.

Mitigation will be released upon meeting the performance standards after the 5 years of monitoring. Once the area is released, no further monitoring or reporting is required.
The permittee, successors or transferees remain perpetually responsible to ensure the mitigation areas remain in a condition appropriate to offset the authorized impacts.

Conservation easements will placed over mitigation areas with ACOE as a third party beneficiary.

Chester Road: Permit Conditions for Mitigation

Project has not begun, therefore, no mitigation has been utilized or placed under CE.

E. Nassau DSAP 1

Long-Term Management and Maintenance Plan

Due to the location of the site (adjacent to Interstate 95, State Road 200 [A1A], and future surrounding development), prescribed burning will not be a feasible management technique for the upland areas within this portion of the Conservation Habitat Network (CHN) and mitigation areas. Mechanical treatment of the restoration areas, primarily uplands, will be used, along with pine (*Pinus* sp.) tree thinning techniques, as needed. Site evaluations will be conducted every 5-years to determine the maintenance needs of the conservation areas.

The Long-Term Management/Maintenance Plan is as follows:

1. Conduct maintenance events for nuisance and/or exotic species observed in the conservation areas. Maintenance will include herbicide control and/or manual removal of invasive and nuisance/exotic species;

2. If pine tree densities within the hydric pine flatwoods and the upland flatwoods become greater than a basal area ranging from 30 to 50 sq. ft. (total cross-sectional area of trees at diameter at breast height per acre) within the conservation areas, thinning of the pine trees will be conducted;

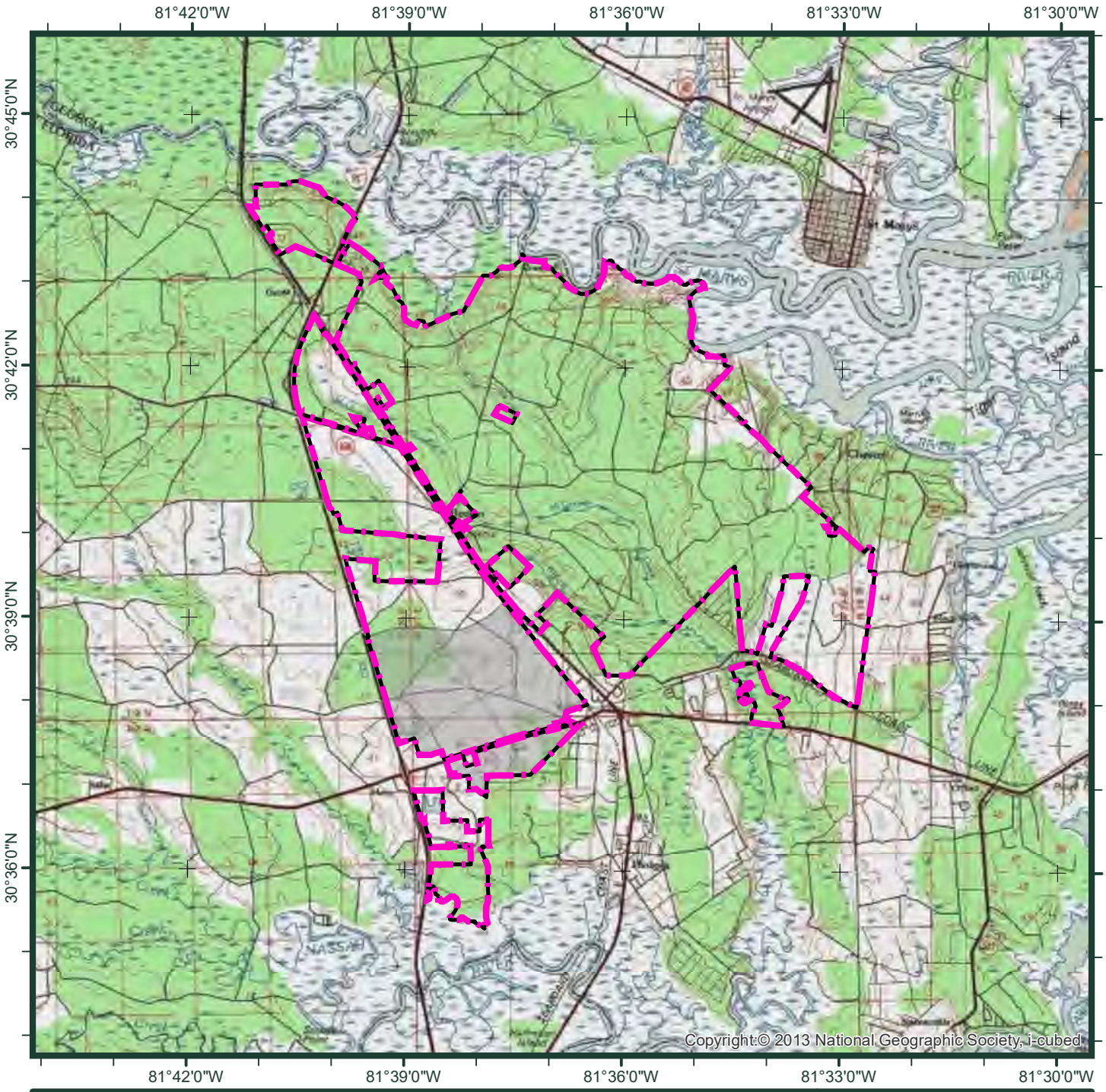
3. Conduct mechanical treatments (roller chopping) of the understory within the conservation areas, primarily the upland buffers, to reduce fuel loads in order to prevent dangerous wildlife fires, as needed based on the 5-year site evaluation;

4. Removal of trash and/or yard waste debris from the conservation areas on a quarterly basis;

5. Maintain the upkeep of conservation area signs and any boardwalks within the mitigation areas.

EXHIBIT 1

LOCATION MAP
OF THE E. NASSAU COMMUNITY PLANNING AREA,
NASSAU COUNTY, FLORIDA



Legend

- ENCPA Boundary
- DSAP 1

Source: Breedlove, Dennis & Associates, Inc.

0 1 2 Miles

1 inch = 10,560 feet

EXHIBIT 1.
LOCATION OF THE EAST NASSAU COMMUNITY PLANNING AREA (ENCPA), NASSAU COUNTY, FLORIDA.

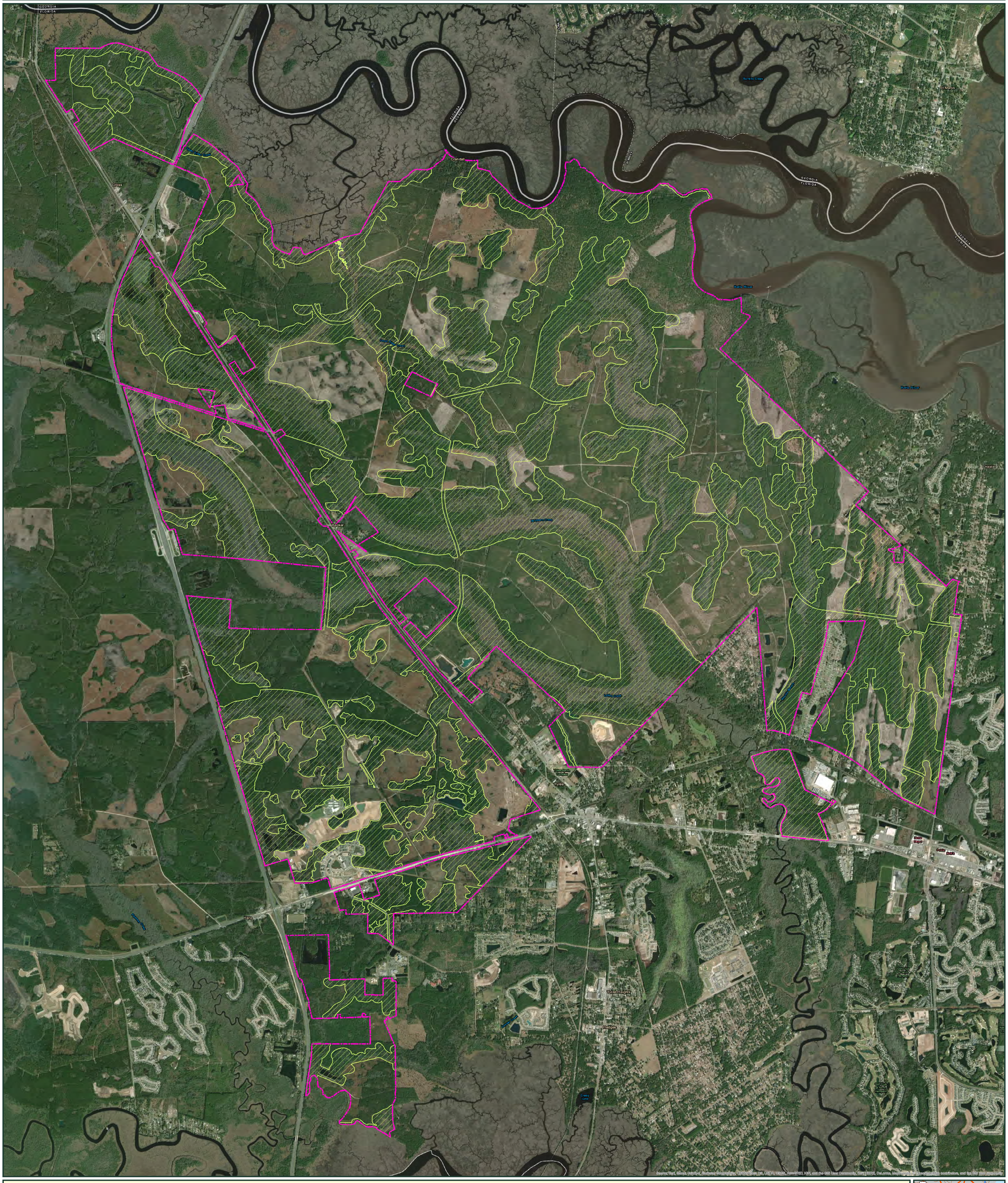
BDA BREEDLOVE, DENNIS & ASSOCIATES, INC.
Environmental Consultants
330 W. Canton Ave., Winter Park, FL 32789 • 407-677-1882

FML • 8/26/2020 • P:\ATG\2004099\HMP_202008\ARCGIS\Location.mxd

EXHIBIT 2

CONSERVATION AND HABITAT NETWORK MAP WITHIN THE E. NASSAU COMMUNITY PLANNING AREA, NASSAU COUNTY, FLORIDA

EXHIBIT 2. CONSERVATION HABITAT NETWORK (CHN) FOR THE EAST NASSAU COMMUNITY PLANNING AREA (ENCPA), NASSAU COUNTY, FLORIDA.



Legend

- ENCPA Boundary
- Conservation Habitat Network (CHN) (10,171.89 acres)

Source: various

0 1,500 3,000 4,500 Feet

1 inch = 1,500 feet

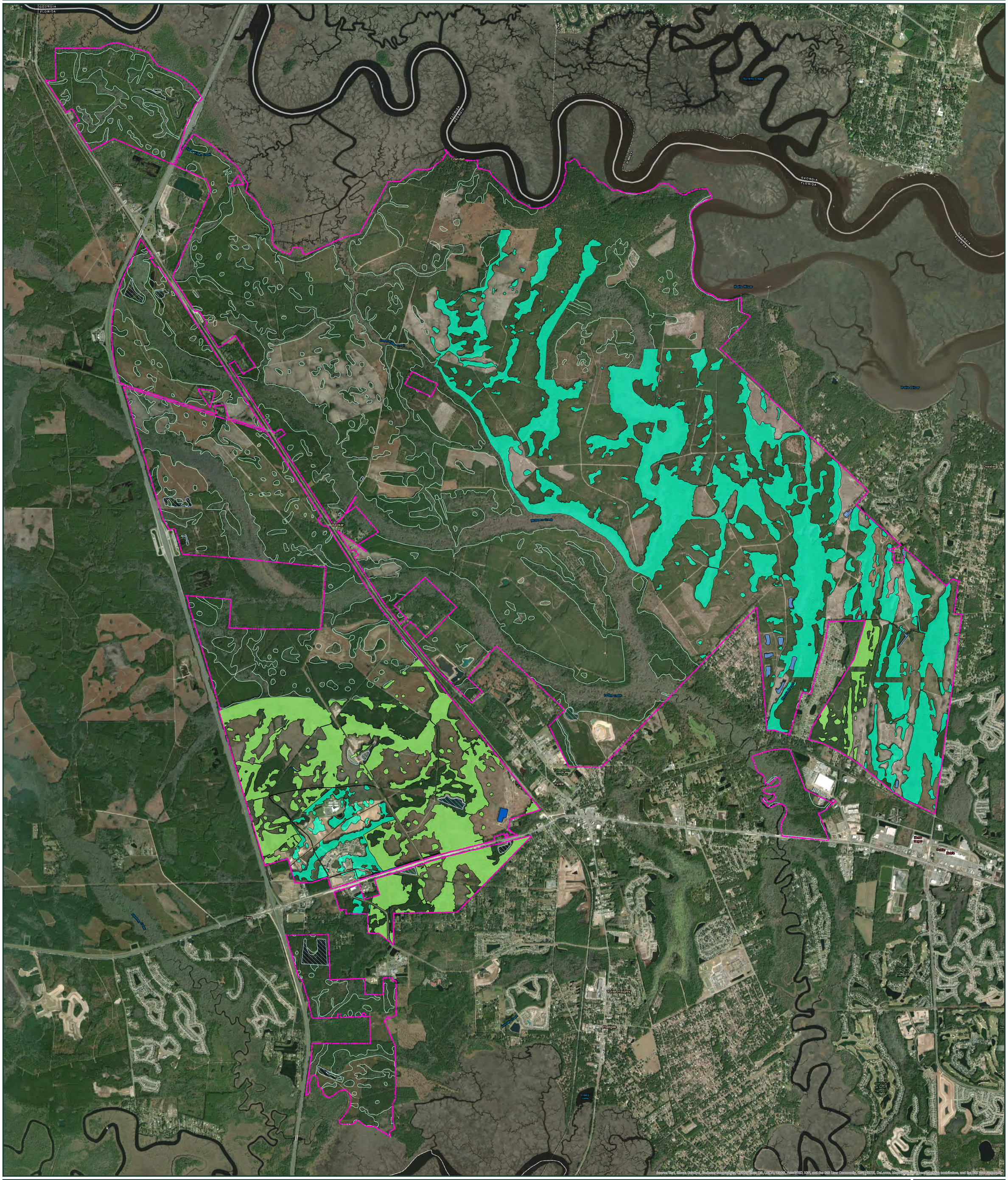
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EXHIBIT 3

JURISDICTIONAL WETLAND MAP
WITHIN THE E. NASSAU COMMUNITY PLANNING AREA,
NASSAU COUNTY, FLORIDA

EXHIBIT 3. JURISDICTIONAL WETLANDS AND SURFACE WATERS ON THE EAST NASSAU COMMUNITY PLANNING AREA (ENCPA), NASSAU COUNTY, FLORIDA.



Legend

ENCPA Boundary

Approved Jurisdiction:
- Wetlands (1,203.63 ac)
- Surface Waters (11.48 ac)

Formal Wetland Determination (FWD):
- Wetlands (2,573.02 ac)
- Surface Waters (26.54 ac)

Potentially Jurisdictional:
- Wetlands (4,219.43 ac)
- Surface Waters (103.77 ac)

Source: various.

0 1,500 3,000 4,500 Feet

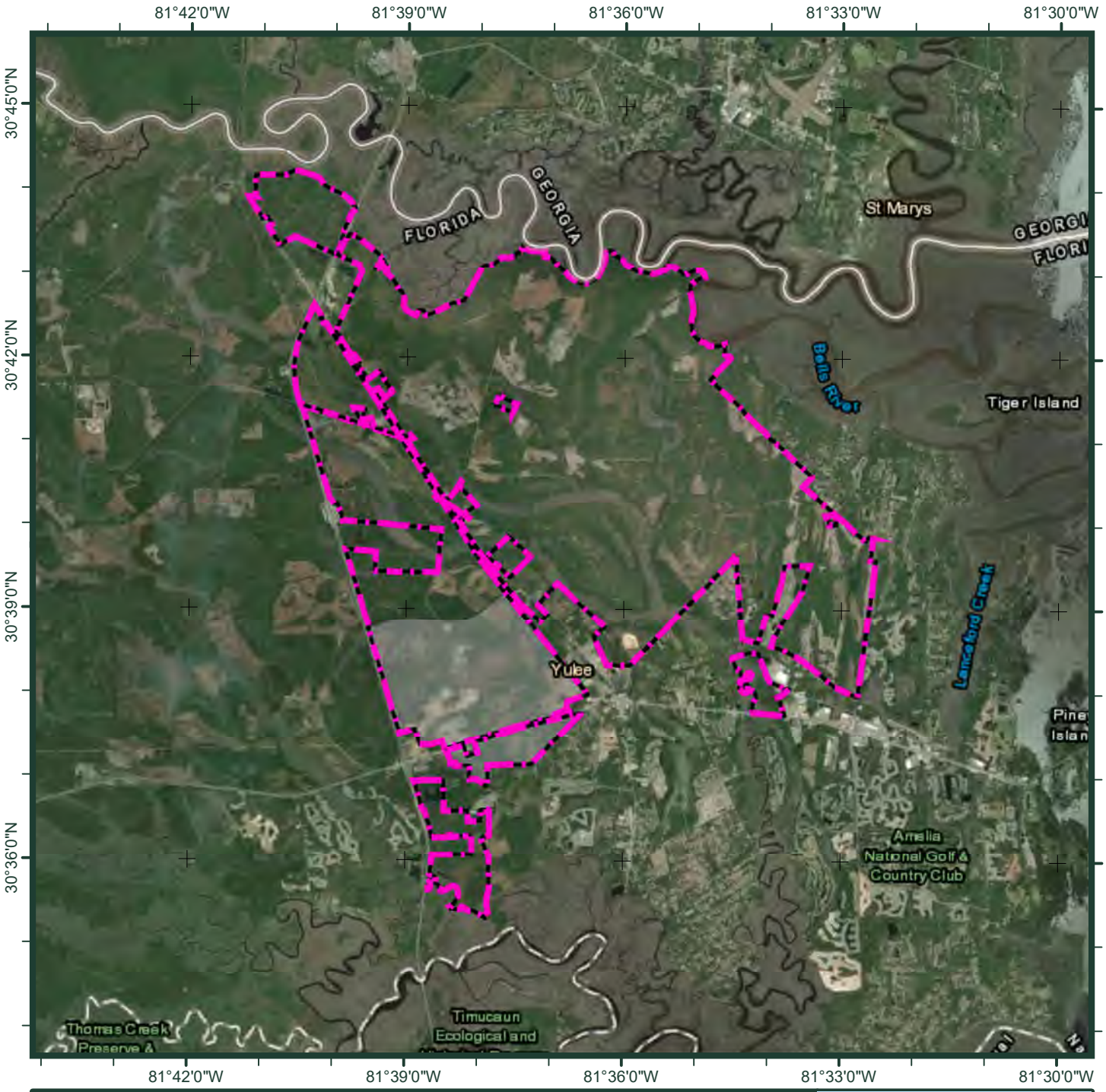
1 inch = 1,500 feet

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EXHIBIT 4

AERIAL PHOTOGRAPH OF THE E. NASSAU COMMUNITY PLANNING AREA, NASSAU COUNTY, FLORIDA



Legend

ENCPA Boundary

DSAP 1

Service Layer Credits: Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community
Esri, HERE, DeLorme, MapmyIndia, © OpenStreetMap contributors, and the GIS user community

0 1 2 Miles

1 inch = 10,560 feet

EXHIBIT 4.
LOCATION OF THE EAST NASSAU COMMUNITY PLANNING AREA (ENCPA), NASSAU COUNTY, FLORIDA.

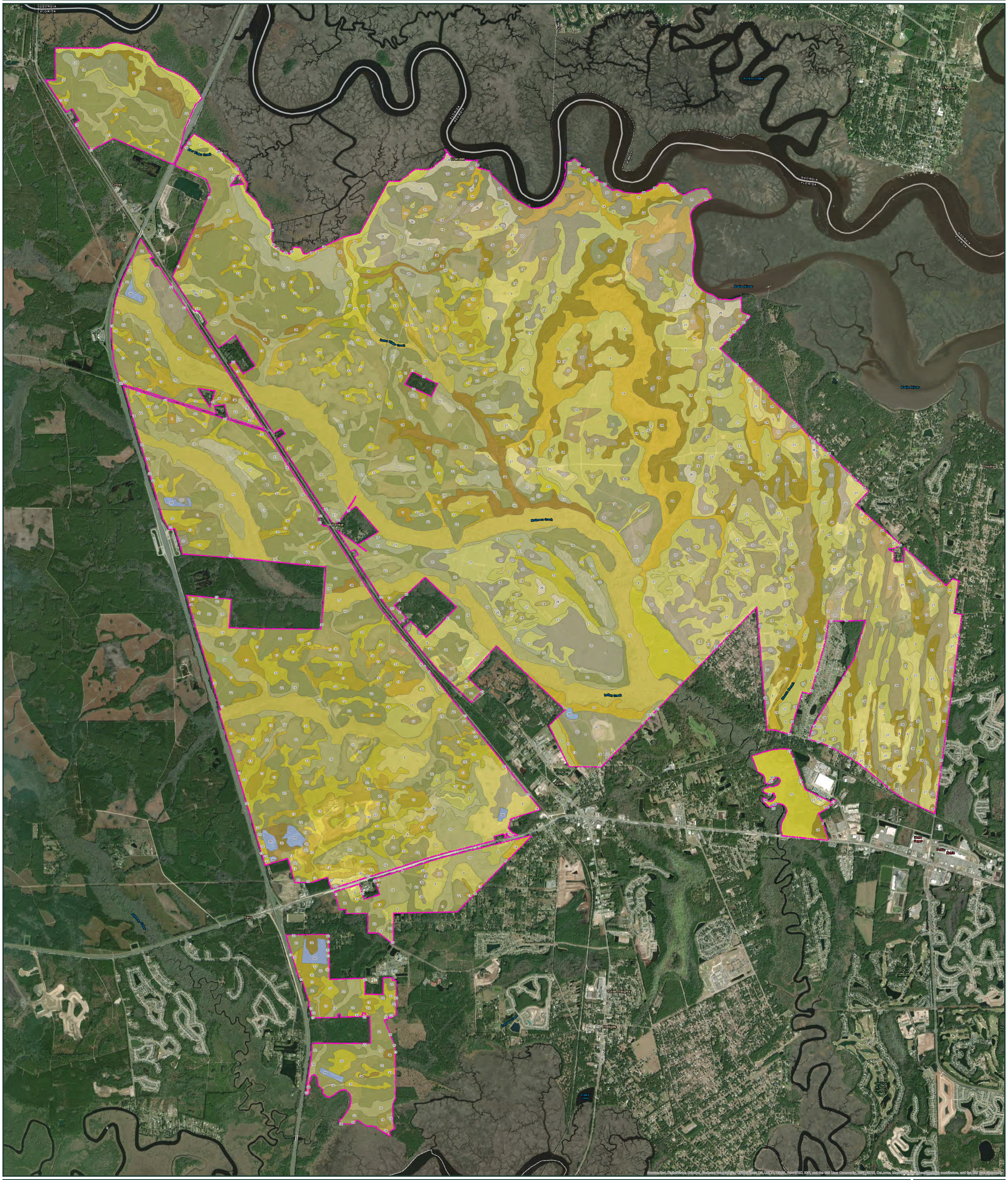
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EXHIBIT 5

NATURAL RESOURCE CONSERVATION SERVICE SOILS MAP OF THE E. NASSAU COMMUNITY PLANNING AREA, NASSAU COUNTY, FLORIDA

EXHIBIT 5. LAND USE / LAND COVER MAP OF THE EAST NASSAU COMMUNITY PLANNING AREA (ENCPA), NASSAU COUNTY, FLORIDA.



Legend

- ENCPA Boundary

NRCS Soils

- 2 - Arents, nearly level
- 6 - Hurricane-Pottsburg fine sands, 0 to 5 percent slopes
- 7 - Kingsland mucky peat, frequently flooded
- 8 - Kureb fine sand, 0 to 5 percent slopes
- 9 - Leon fine sand
- 10 - Mandarin fine sand, 0 to 2 percent slopes
- 11 - Chaires fine sand
- 13 - Goldhead fine sand
- 14 - Rutlege mucky fine sand, frequently flooded
- 15 - Buccaneer clay, frequently flooded
- 16 - Ellabelle mucky fine sand, frequently flooded
- 18 - Lynn Haven-Wesconnett-Leon complex, depressional
- 19 - Leon fine sand, tidal
- 20 - Ortega fine sand, 0 to 5 percent slopes
- 21 - Blanton fine sand, 0 to 5 percent slopes
- 22 - Sapelo-Leon fine sand
- 24 - Kingsferry fine sand
- 25 - Maurepas muck, frequently flooded
- 26 - Centenary fine sand, 0 to 5 percent slopes
- 27 - Ridgewood fine sand, 0 to 5 percent slopes
- 28 - Tisonia mucky peat, tidal
- 29 - Resota fine sand, 0 to 5 percent slopes
- 30 - Kureb-Resota fine sands, rolling
- 31 - Kershaw fine sand, 2 to 8 percent slopes
- 32 - Aqualfs, loamy
- 33 - Goldhead-Meadowbrook fine sands, depressional
- 34 - Croatan muck, frequently flooded
- 36 - Boulogne fine sand
- 39 - Evergreen-Leon mucks, depressional
- 51 - Albany fine sand, 0 to 5 percent slopes
- 99 - Water

Source: U.S. Department of Agriculture, Natural Resources Conservation Service, Soil Survey Geographic (SSURGO) database.

0 1,500 3,000 4,500 Feet

1 inch = 1,500 feet

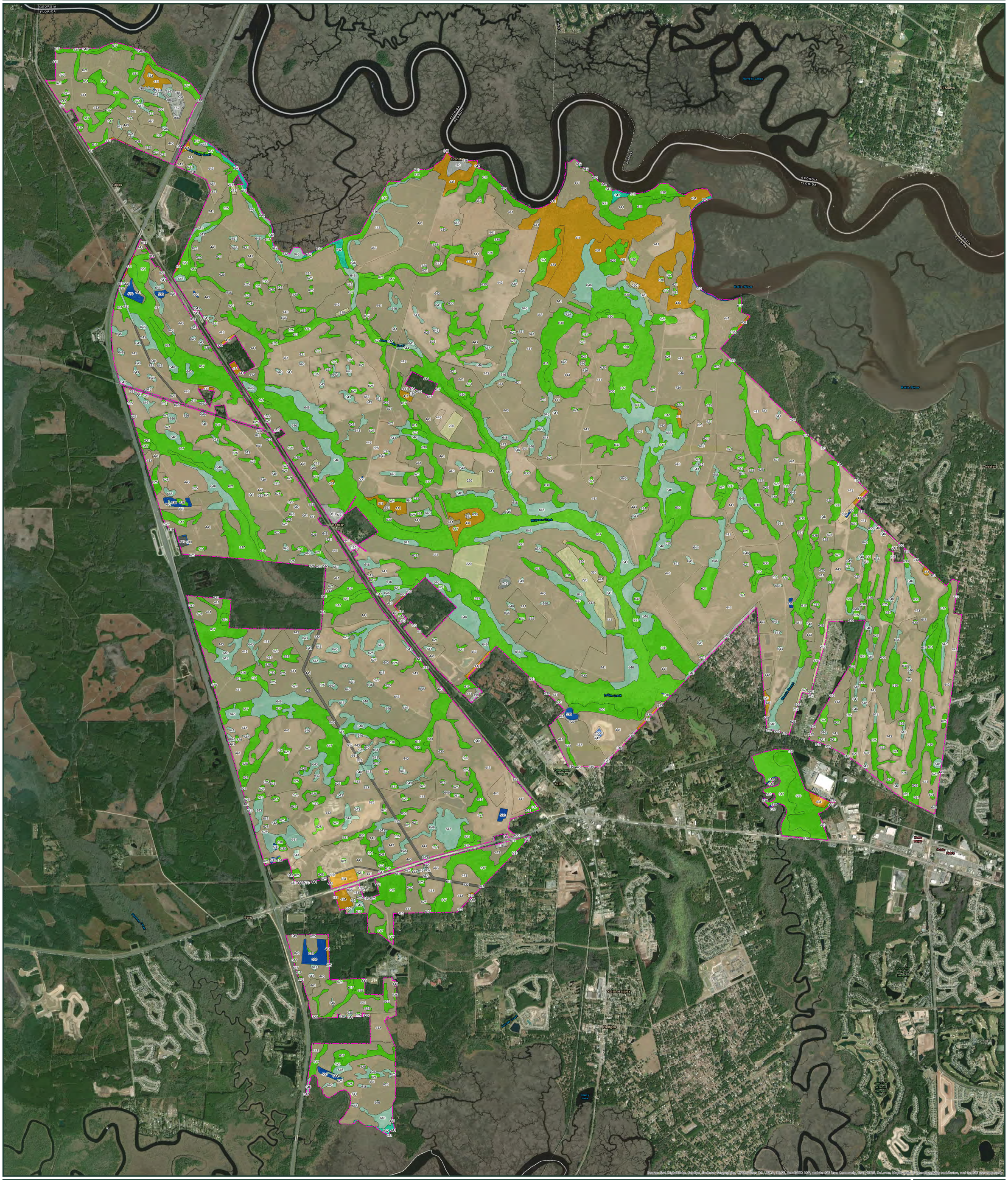
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EXHIBIT 6

FLORIDA LAND USE, COVER AND FORMS CLASSIFICATION SYSTEM MAP OF THE E. NASSAU COMMUNITY PLANNING AREA, NASSAU COUNTY, FLORIDA

EXHIBIT 6. LAND USE / LAND COVER MAP OF THE EAST NASSAU COMMUNITY PLANNING AREA (ENCPA), NASSAU COUNTY, FLORIDA.

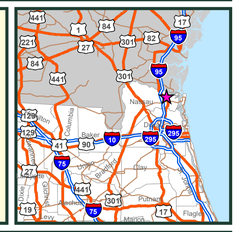


Legend

- ENCPA Boundary

SJRWMD Land Use

- 110 - Residential, Low Density
- 120 - Residential, Medium Density
- 130 - Residential, High Density
- 140 - Commercial and Services
- 155 - Other Light Industrial
- 162 - Sand and Gravel Pits
- 166 - Holding Ponds
- 186 - Community Recreational Facilities
- 211 - Improved Pastures
- 212 - Unimproved Pastures
- 213 - Woodland Pastures
- 215 - Field Crops
- 220 - Tree Crops
- 310 - Herbaceous (Dry Prairie)
- 320 - Shrub and Brushland
- 330 - Mixed Rangeland
- 411 - Pine Flatwoods
- 434 - Hardwood - Coniferous Mixed
- 440 - Tree Plantations
- 441 - Coniferous Plantations
- 443 - Forest Regeneration Area
- 510 - Streams and Waterways
- 530 - Reservoirs
- 611 - Bay Swamps
- 617 - Mixed Wetland Hardwoods
- 621 - Cypress
- 625 - Hydric Pine Flatwoods
- 630 - Wetland Forested Mixed
- 641 - Freshwater Marshes
- 642 - Saltwater Marshes
- 643 - Wet Prairies
- 644 - Emergent Aquatic Vegetation
- 646 - Treeless Hydric Savanna
- 720 - Sand Other than Beaches
- 741 - Rural land in transition
- 742 - Borrow Areas
- 814 - Roads and Highways
- 819 - Transportation Facilities Under Construction
- 820 - Communications
- 832 - Electrical Power Transmission Lines



Source: St. Johns River Water Management District Land Use / Land Cover (SJRWMD); 2004.

0 1,500 3,000 4,500 Feet

1 inch = 1,500 feet

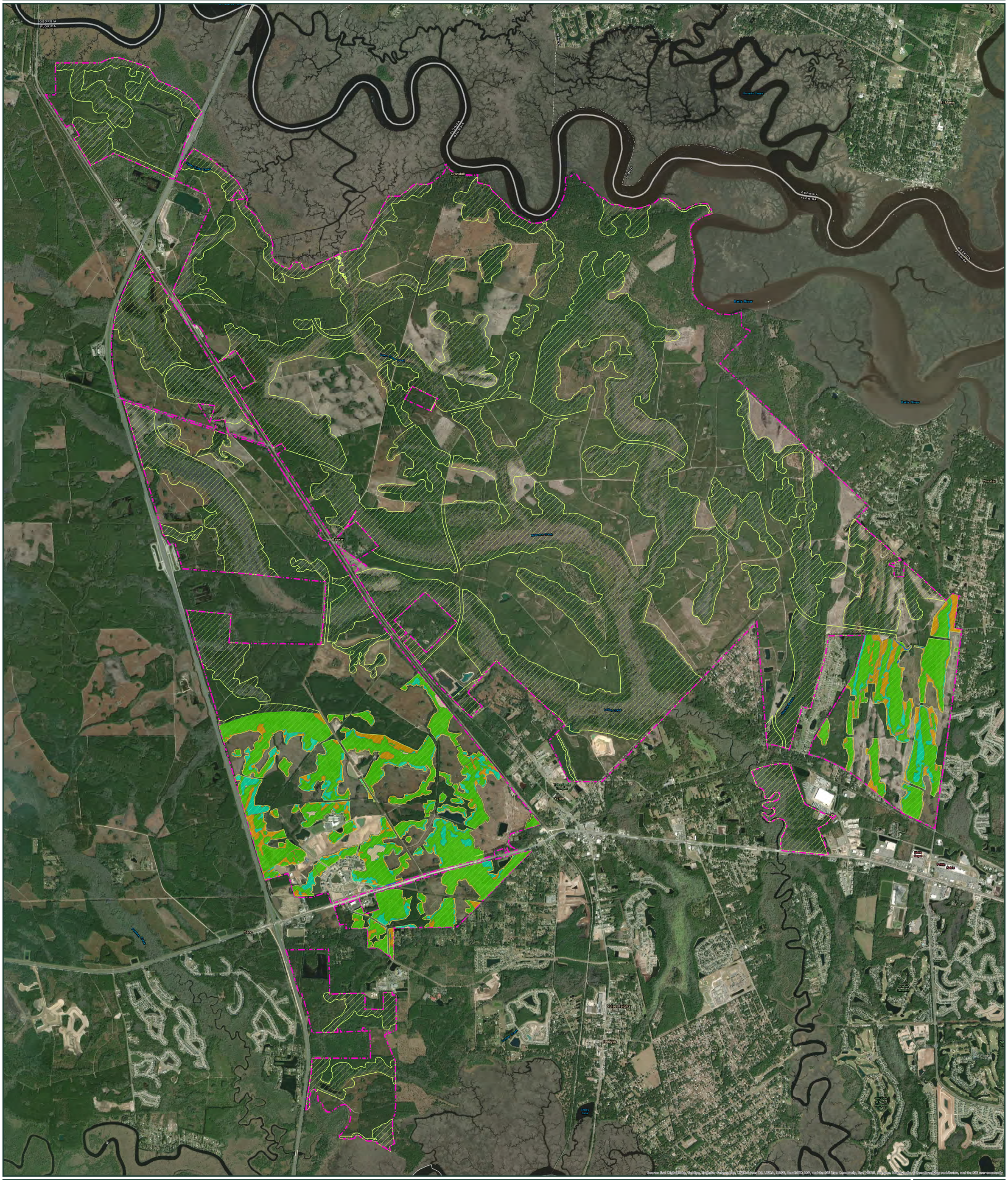
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EXHIBIT 7

PERMITTED MITIGATION AREAS WITHIN THE E. NASSAU COMMUNITY PLANNING AREA, NASSAU COUNTY, FLORIDA

EXHIBIT 7. MITIGATION PLAN FOR THE EAST NASSAU COMMUNITY PLANNING AREA (ENCPA), NASSAU COUNTY, FLORIDA.



Legend

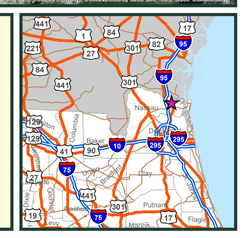
- ENCPA Boundary
- Conservation Habitat Network (CHN)

DSAP1 Mitigation

- Buffer (NO CREDIT)
- Surface Water Preserve
- Upland Preservation
- Upland Restoration
- Wetland Preservation
- Wetland Restoration

Chester Road Property Mitigation

- Surface Water Preservation
- Upland 25ft Buffer Restoration
- Upland Buffer (NO CREDIT)
- Upland Restoration
- Wetland Enhancement
- Wetland Preservation



Source: various

0 1,500 3,000 4,500 Feet

1 inch = 1,500 feet

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EXHIBIT 8

LISTED SPECIES
WITH POTENTIAL FOR OCCURRENCE
ON THE E. NASSAU COMMUNITY PLANNING AREA,
NASSAU COUNTY, FLORIDA

Exhibit 8: Listed Species with Potential for Occurrence on the ENCPA Project Site, Nassau County, Florida.

Species	Habitat of Occurrence	Likelihood of Occurrence	Designated Status[1]	
			USFWS[2]	FWC[3,4]
FISH				
Acipenser brevirostrum shortnose sturgeon	Rivers, estuaries.	Low	T	FT
Acipenser oxyrinchus Atlantic sturgeon	Rivers, estuaries, marine waters.	Unlikely	E	FE
REPTILES				
Alligator mississippiensis American alligator	Freshwater marsh, cypress swamp, mixed hardwood swamp, shrub swamp, bottomland hardwoods, lakes, ponds, rivers, streams.	High	T(S/A)	FT(S/A)
Caretta caretta loggerhead sea turtle	Marine coastal and oceanic waters, beaches.	N/A	T	FT
Chelonia mydas green sea turtle	Estuarine and marine coastal and oceanic waters, beaches.	N/A	E	FE
Dermochelys coriacea leatherback sea turtle	Oceanic waters, beaches.	N/A	E	FE
Drymarchon corais couperi eastern indigo snake	Xeric oak scrub, sand pine scrub, sandhill, pine flatwoods, pine rocklands, tropical hardwood hammock, hydric hammock, wet prairie, mangrove swamp.	High	T	FT
Gopherus polyphemus gopher tortoise	Sandhill, sand pine scrub, xeric oak scrub, coastal strand, xeric hammock, dry prairie, pine flatwoods, mixed hardwood-pine forests, ruderal.	Present	—	ST

Exhibit 8: Continued.

Species	Habitat of Occurrence	Likelihood of Occurrence	Designated Status[1]	
			USFWS[2]	FWC[3,4]
Lepidochelys kempii Kemp's ridley sea turtle	Marine coastal waters.	N/A	E	FE
Pituophis melanoleucus mugitus Florida pine snake	Xeric oak scrub, sand pine scrub, sandhill, scrubby pine flatwoods, old fields on former sandhill and scrub sites.	High	—	ST
BIRDS				
Charadrius melodus piping plover	Beaches, tidal mud flats.	Low	T	FT
Cistothorus palustris griseus Worthington's marsh wren	Salt marsh.	Unlikely	—	ST
Dryobates (=Picoides) borealis red-cockaded woodpecker	Sandhill, pine flatwoods.	Unlikely	E	FE
Egretta caerulea little blue heron	Freshwater marsh, various types of forested wetlands, lakes, streams, salt marsh, mangrove swamp, tidal mud flats.	Observed	—	ST
Egretta tricolor tricolored heron	Salt marsh, mangrove swamp, tidal mud flats, tidal creeks, tidal ditches, freshwater marsh, various types of forested wetlands, lakes and ponds.	Observed	—	ST
Falco sparverius paulus southeastern American kestrel	Sandhill, pine flatwoods, dry prairie, pasture, old field.	Moderate	—	ST

Exhibit 8: Continued.

Species	Habitat of Occurrence	Likelihood of Occurrence	Designated Status[1]	
			USFWS[2]	FWC[3,4]
Haematopus palliatus American oystercatcher	Beaches, sandbars, tidal mud flats, shellfish beds.	Low	—	ST
Mycteria americana wood stork	Freshwater marsh, various types of forested wetlands, ponds, salt marsh, mangrove swamp, tidal mud flats, lagoons, flooded pastures.	Observed	T	FT
Rhynchops niger black skimmer	Beaches, tidal mud flats, sandbars, tidal creeks, estuarine bays and lagoons.	Low	—	ST
Sterna antillarum least tern	Beaches, tidal mud flats, estuarine and marine waters, lakes.	Low	—	ST
MAMMALS				
Trichechus manatus latirostris Florida manatee	Estuarine bays and lagoons, seagrass beds, rivers, spring runs.	N/A	E	FE

[1] Federal Designations: E = Endangered; T = Threatened; T(S/A) = Threatened Due to Similarity of Appearance; State Designations: ST = State-designated Threatened; SSC = State Species of Special Concern; ST(S/A) = State-designated Threatened Due to Similarity of Appearance; FE = Federally-designated Endangered; FT = Federally-designated Threatened; FT(S/A) = Federally-designated Threatened Due to Similarity of Appearance.

[2] U.S. Fish and Wildlife Service.

[3] Florida Fish and Wildlife Conservation Commission.

[4] Species are listed as "Federally-designated endangered or threatened species" on the Florida Endangered and Threatened Species list; however, regulatory authorizations for take are only provided by the federal agency administering the species under the Endangered Species Act of 1973, as amended.

APPENDIX A

LONG TERM MASTER PLAN CONVERSION AGREEMENT

AND

OBJECTIVE FL. 13 FOR
THE NASSAU COMMUNITY PLANNING AREA,
NASSAU COUNTY, FLORIDA

INSTR # 201118977, Book 1750, Page 809 Doc Type AGR, Pages 33, Recorded 08/09/2011 at 03:21 PM, John A Crawford, Nassau County Clerk of Circuit Court, Rec. Fee $282.00

LONG TERM MASTER PLAN CONVERSION AGREEMENT FOR EAST NASSAU COMPREHENSIVE PLANNING AREA PURSUANT TO FLORIDA STATUTES, SECTION 163.3245(10)

THIS AGREEMENT is entered into by and between the **STATE OF FLORIDA, DEPARTMENT OF COMMUNITY AFFAIRS**, the "Department", and the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, the "County", pursuant to Florida Statutes, Section 163.3245(10), as amended by Chapter 2011-139, Laws of Florida.

Recitals

WHEREAS, the County adopted its EAR-Based Comprehensive Plan Amendment pursuant to Ordinance 2010-11 on October 18, 2010, which included a large-area Master Land Use Plan consisting of 24,000 (±) acres; and

WHEREAS, the Department issued its Notice of Intent, on December 7, 2010, finding the Comprehensive Plan Amendment not "in compliance"; and

WHEREAS, the Department and the County, along with Intervenor, TerraPointe LLC, on May 23, 2011, executed a Stipulated Settlement Agreement providing for remedial actions in order to find the Plan "in compliance"; and

WHEREAS, the Board of County Commissioners approved the Stipulated Settlement Agreement on May 23, 2011; and

WHEREAS, the County approved Ordinance 2011-04 on May 23, 2011, which contained the agreed upon remedial plan amendments; and

WHEREAS, pursuant to Florida Statutes, Section 163.3245(10), the state land planning agency may enter into an agreement with a local government that, on or before July 1, 2011,

adopted a large-area comprehensive plan amendment, and said large-area plan shall be implemented through detailed specific area plans.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and promises herein below set forth, and in consideration of the benefits to accrue to each of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties hereby represent and agree as follows:

I. General Provisions

A. Definitions - as used in this agreement, the following words and phrases shall have the following meanings:

1. Act: The Local Government Comprehensive Planning and Land Development Regulation Act, as codified in Florida Statutes Part II, Chapter 163.

2. Agreement: This Agreement.

3. Department: The Department of Community Affairs, or its successor agency, the Department of Economic Opportunity, acting as the state land planning agency.

4. East Nassau Comprehensive Planning Area (ENCPA): The ENCPA is a large-area comprehensive planning area consisting of 24,000 (±) acres described in Exhibit "A", and is included in the adopted Nassau County Comprehensive Plan as Policy FL.13.

5. Support Documents: The studies, inventory maps, surveys, data, inventories, listings or analyses, and Response To ORC Report dated October 18, 2010, used to develop and support the large area Comprehensive Plan amendment consisting of 24,000 (±) acres (ENCPA).

6. ENCPA: The ENCPA was adopted on October 18, 2010, and subsequently amended on May 23, 2011. The ENCPA Master Plan meets the requirements of a long-term master plan set forth in Florida Statutes, Section 163.3245(3)(a).

II. Conversion. Upon the effective date of this Agreement, the ENCPA Master Plan in Policy FL.13 of the Nassau County Comprehensive Plan shall be a long-term master plan that meets the requirements of Florida Statutes, Section 163.3245(3)(a). Thereafter, the ENCPA Master Plan shall be implemented through detailed specific area plans that meet the requirements of Florida Statutes, Section 163.3245(3)(b) and shall otherwise be subject to the Act as a long-term master plan adopted pursuant to Florida Statutes, Section 163.3245.

A. The final boundaries of the lands within the Conservation Habitat Network ("CHN") shall be placed under conservation easement(s) consistent with Florida Statutes, Section 704.06, and Policy FL.13.07, except the lands may not be established as conservation tracts. The conservation easement(s) may be geographically phased or staged in coordination with each detailed specific area plan as described in Policy FL.13.07.A.1.e.

III. Approval by Governing Body. This Agreement has been approved by the Nassau County Commission after notice and public hearing. This Agreement has been executed by the appropriate officer.

IV. Changes in Law. Nothing in this Agreement shall be construed to relieve either party from adhering to the law, and in the event of a change in any statute or administrative regulation inconsistent with this agreement, the statute or regulation shall take precedence and shall be deemed incorporated in this Agreement by reference.

V. Other Persons Unaffected. Nothing in this Agreement shall be deemed to affect the rights of any person not a party to this Agreement. This Agreement is not intended to benefit any third party.

VI. Attorney Fees and Costs. Each party shall bear its own costs, including attorney fees, incurred in connection with this Agreement.

VII. Recordation. Nassau County shall record this Agreement in the Official Records of Nassau County, Florida, and shall provide the Department with a copy of the recorded Agreement within fifteen (15) days of the effective date of this Agreement. The terms and conditions of this Agreement shall run with the property.

VIII. Effective Date. This Agreement shall become effective upon execution by all parties.

IX. Construction of Agreement. All parties to this Agreement are deemed to have participated in its drafting. In the event of any ambiguity in the terms of this Agreement, the parties agree that such ambiguity shall be construed without regard to which of the parties drafted the provision in question.

X. Entire Agreement. This is the entire agreement between the parties and no verbal or written assurance or promise is effective or binding unless included in this document.

XI. Multiple Originals. This Agreement may be executed in any number of originals, all of

which evidence one agreement, and only one of which need be produced for any purpose.

DEPARTMENT OF COMMUNITY AFFAIRS

Approved as to form and legality:

By: _____
William A. Buzzett, Secretary
Department of Community Affairs

_____
David L. Jordan
Deputy General Counsel

Date: August 2, 2011

Date: Aug 1, 2011

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 2nd day of August 2011, by William A. Buzzett as Secretary of the Department of Community Affairs, who is personally known to me or has produced personally known as identification.

GLORIA S. COBB
Commission DD 707765
Expires October 28, 2011
Bonded Thru Troy Fain Insurance 800-385-7019

_____
Notary Public, State of Florida

Gloria S. Cobb
Print Name

NASSAU COUNTY

Approved as to form and legality:

By: _____
Walter "Junior" Boatright
Chairman, Board of County Commissioners

_____
David A. Hallman
County Attorney

Date: July 25, 2011

Date: July 25, 2011

Attest as to Chairman's signature:

JOHN A. CRAWFORD
As: Ex-Officio Clerk

8/4/11

STATE OF FLORIDA
COUNTY OF NASSAU

8/4/11

The foregoing instrument was acknowledged before me this 25th day of July 2011, by Walter "Junior" Boatright as Chairman of the Board of County Commissioners of Nassau County, who is personally known to me or has produced personally known as identification.

Notary Public, State of Florida

Joyce T. Bradley
Print Name

JOYCE T. BRADLEY
Notary Public, State of Florida
My Comm. Expires Dec. 23, 2013
Commission No. DD 948642

Exhibit A

Legal description of ENCPA

EXHIBIT "A"
Nassau County, Florida

Tract 1
North Development Area - Parcel 1

A parcel of land lying conjointly in Sections 25,26,34,35,36 and the John Frazier Grant (Section 39), Township 4 North, Range 26 East, all being in Nassau County, Florida and being more particularly described as follows.

BEGIN at the Northeast corner of Section 34, Township 4 North, Range 26 East, Nassau County, Florida said corner also being the Southwest corner of Section 26, Township 4 North, Range 26, East, Nassau County, Florida; thence on the North line of said Section 34, S 89°38'09" W, a distance of 352.39 feet to a point on the Easterly right-of-way line of U.S. Highway No. 17; thence departing said North line and on said Easterly Right-of-way Line, S 32°54'29" E, a distance of 2004.18 feet; thence departing said Easterly Right-of-way line, S 78°08'10" E, a distance of 68.23 feet, thence N 56°51'47" E, a distance of 214.00 feet; thence S 33°08'08" E, a distance of 495.00 feet; thence S 56°51'55" W, a distance of 214.00 feet; thence S 11°51'43" W, a distance of 70.71 feet to the Easterly Right-of-way line of aforesaid U.S. Highway No. 17; thence on said Easterly Right-of-way line, S 32°56'22" E, a distance of 1677.67 feet; thence departing said Easterly Right-of-way line, N 57°06'03" E, a distance of 1263.89 feet; thence S 65°17'27" E, a distance of 3081.50 feet to a point on the Westerly Right-of-way line of Interstate No. 95; thence on said Westerly Right-of-way line through the following courses; N 20°45'44" E, a distance of 1899.29 feet; thence N 24°42'34" E, a distance of 1200.00 feet; thence N 30°46'08" E, a distance of 1307.30 feet; thence N 24°42'34" E, a distance of 356.57 feet to a point on the Northerly meander line of Section 25; thence departing said Right-of-way line and on the Northerly meander lines of Section 25 and the John Frazier Grant (Section 39), Township 4 North, Range 26 East, Nassau County, Florida; Northwesterly a distance of 4107 feet more or less to the Southerly shores of the St. Mary's River; thence departing said meander lines, Southerly and Westerly along the Southerly shores of said St. Mary's River, a distance of 5911 feet, more or less to a point on the West line of Section 26, Township 4 North, Range 26 East, Nassau County, Florida; thence on said West line, S 02°13' 52" W, a distance of 3200 feet more or less to the POINT OF BEGINNING.

North Development Area Parcel 2

A parcel of land lying conjointly in Section 36 and the William Fox Grant (Section 38), Township 4 North, Range 26 East; also being located in the Charles Seton Grant (Section 37) and the William Fox Grant (Section 38), Township 3 North, Range 26 East; also being located in Section 1, Township 3 North, Range 26 East, all being in Nassau County, Florida and being more particularly described as follows:

Commence at the Southwest corner of Section 1, Township 3 North, Range 26 East, Nassau County, Florida; thence on the South line of said Section 1, S 88°46'47" E, a distance of 706.24

feet to a point on the Easterly Right-of-way line of U.S. Highway No. 17; thence departing said South line and on said Easterly Right-of-way line N 32°53'25" W, a distance of 853.02 feet; thence departing said Easterly Right-of-way line, N 24°42'34" E, a distance of 1762.41 feet, to the Point of Beginning, of the herein described parcel of land; thence N 24°42'34" E, a distance of 2756.97 feet; thence N 21°07'52" W, a distance of 658.36 feet; thence N 65°17'26" W, a distance of 1625.89 feet to a point on the Easterly Right-of-way line of Interstate 95; thence on the Easterly Right-of-way line of Interstate 95 through the following courses; N 24°42'34" E, a distance of 688.00 feet; thence N 31°16'11" E, a distance of 1207.91 feet; thence N 24°42'34" E, a distance of 1200.00 feet; thence N 20°56'59" E, a distance of 1824.30 feet to a point on the North line of Section 36, Township 4 North, Range 26 East; thence departing said Easterly Right-of-way line and on the North line of said Section 36, N 87°58'51" E, a distance of 1509 feet, more or less, to the Southerly shores of the St. Mary's River; thence departing said North line and on the Southerly shores of the St. Mary's River, Southeasterly, a distance of 2751 feet more or less to a point on the East line of said Section 36; thence S 00°28'47" E, departing the Southerly shores of said St. Mary's River and on said East line, and on the East line of the Charles Seton Grant (Section 37) , a distance of 9626 feet, more or less, to a point being located on the East line of said Charles Seton Grant (Section 37); thence N 65°12'45" W, departing said East line, a distance of 5087.75 feet, to the Point of Beginning.

LESS: All lands lying in the Charles Seton Grant (Section 37). Township 4 North, Range 26 East, Nassau County, Florida. as being described in Official Records 90, Page 496 and Official Records 90, Page 591, of said Public Records.

Tract 2
Workplace Central Area

A parcel of land lying conjointly in the E. Waterman Grant (Section 50), Township 3 North, Range 27 East, E. Waterman Grant (Section 44), Township 2 North, Range 27 East, E. Waterman Grant (Section 39), Township 2 North, Range 26 East and E. Waterman Grant (Section 41), Township 3 North, Range 26 East, Nassau County, Florida, and being more particularly described as follows:
Commence at the Southeast corner of the E. Waterman Grant (Section 41), Township 3 North, Range 26 East, Nassau County, Florida; thence on the South line of said Section 41, S 89°13'01" W, a distance of 1543.94 feet, to a point being on the Easterly Right-of-way line of Interstate 95 (A variable width Right-of-way, as now established), said point also being the Point of Beginning of the herein described parcel of land; thence departing said South line and on said Easterly Right-of-way line, S 17°24'00" E, a distance of 1937.41 feet, to the Northwesterly corner of a parcel of land as described in Official Records 956, Page 1636, of the Public Records of Nassau County, Florida; thence departing said Easterly Right-of-way line and on said Northerly line, N 72°41'05" E, a distance of 1172.74 feet, to the Northeasterly corner of said parcel of land as described in Official Records 956, Page 1636; thence departing said Northerly line and on the Easterly line of said parcel of land as described in Official Records 956, Page 1636, S 17°19'24" E, a distance of 397.86 feet, to a point on the Southerly line of Rayonier Road No. 52, as described in Official Records Book 1372, Page 1572 of the Public Records of Nassau County, Florida; thence departing said Easterly line and on said Southerly line of Rayonier Road No. 52, through the following courses, N 50°18'29" E, a distance of

2102.84 feet; thence N 49°44'00" E, a distance of 1458.42 feet; thence N 60°59'32" E, a distance of 2165.39 feet, to a point on the Westerly line of Rayonier Road No. 50; thence departing said Rayonier Road No. 52 and on said Westerly line of Rayonier Road No. 50, S 32°50'39" E, a distance of 1085 feet, more or less, to the intersection of said Westerly line of Rayonier Road No. 50 with the centerline of an existing drainway; thence departing said Westerly line of Rayonier Road No. 50 and on the centerline of said existing drainway, Northeasterly, a distance of 2088 feet, more or less, to a point on the Southerly line of Rayonier Road No. 48; thence departing said centerline and on the Southerly line of said Rayonier Road No. 48, S 72°32'35" E, a distance of 369 feet, more or less, to a point on the Easterly line of Rayonier Road No. 71; thence departing said Rayonier Road No. 48 and on the Easterly line of said Rayonier Road No. 71, N 03°40'14" E, a distance of 1580.86 feet, to a point on the Southerly line of Rayonier Road No. 71C; thence, departing said Easterly line of Rayonier Road No. 71 and on the Southerly line of said Rayonier Road No. 71C through the following courses, N 61°32'04" E, a distance of 574.82 feet; thence N 53°34'27" E, a distance of 572.78 feet; thence N 50°26'37" E, a distance of 613.77 feet; thence N 59°12'40" E, a distance of 995.41 feet, to a point on the Southwesterly Right-of-way line of the CSX Railroad; thence departing the Southerly line of said Rayonier Road No. 71c and on the Southwesterly Right-of-way line of said CSX Railroad; thence N 39°27'41" W, a distance of 2595 feet, more or less, to a point on the centerline of a creek; thence departing the Southwesterly Right-of-way line of said CSX Railroad and on the centerline of said creek, Southerly, Northwesterly and Southwesterly, a distance of 13218 feet, more or less, to the Easterly Right-of-way line of aforesaid Interstate 95; thence departing the centerline of said creek and on aforesaid Easterly Right-of-way line of Interstate 95, S 17°24'00" E, a distance of 5768 feet, more or less, to the Point of Beginning.

Tract 3
Central Development Area

A parcel of land, lying conjointly and being located in part of the John Wingate Grant (Section 53), part of the Thomas May Grant, (Section 43), part of the W&J Lofton Grant (Section 54), part of the W & J Lofton Grant (Section 55), and part of the E. Waterman Grant (Section 50), Township 3 North, Range 27 East, Nassau County, Florida, and being more particularly described as follows:

Begin at the Northerly most corner of those lands as described in Official Records 592, Page 820, of the Public Records of Nassau County, Florida; thence S 44°39'56" E, on the Easterly most line of said lands, and on the Easterly most line of those lands as described in Official Records 697, Page 547, Official Records 950, Page 1376, Official Records 789, Page 479, Official Records 440, Page 22, Official Records 195, Page 468, and Official Records 762, Page 958, a distance of 2190.78 feet, to a point being located at the Northeast corner of said lands described in Official Records 762, Page 958; thence N 44°54'43" E, on the Northerly line of said Section 54, a distance of 649 feet, more or less, to a point being located at the centerline of a creek; thence Southeasterly, on the meanders of the centerline of said creek, a distance of 2814 feet, more or less, to a point being located at the Northerly most corner of those lands as described in Official Records 222, Page 482; thence S 46°01'04" E, departing the centerline of said creek and along the Easterly line of said lands and along the Easterly line of those lands as described in Official Records 222, Page 484, Official Records 83, Page 157, Official Records 992,

Page 1079, and Official Records 222, Page 480, a distance of 4644.95 feet, to a point being located at the Northeasterly corner of said lands described in Official Records 222, Page 480; thence S 44°27'11" W, departing said Easterly line and along the Southeasterly line of said lands, a distance of 1120.87 feet, to a point being located at the Northerly most corner of those lands as described in Official Records 325, Page 159; thence S 27°37'26" E, departing said Southeasterly line and along the Easterly line of said lands, a distance of 2251.55 feet, to a point being located on the North Right-of-Way line of County Road No. 200-A (A 100 foot Right-of-Way, as now established); thence S 89°06'14" E, departing said Easterly line and along said North Right-of-Way line, a distance of 1569.81 feet, to a point being located at the Southwesterly most corner of those lands as described in Official Records 843, Page 1204, of said Public Records; thence N 44°00'02" E, departing said North Right-of-Way line and along the Northwesterly line of said lands, and on the Northwesterly line of those lands as described in Official Records 843, Page 1204, Official Records 772, Page 427, Official Records 1299, Page 1529, Official Records 911, Page 230, and Official Records 615, Page 446, a distance of 4750 feet, more or less, to a point being located on the Northwesterly line of said lands described in Official Records 615, Page 446; said point also being located at the centerline of McQueen Creek; thence Northerly, departing said Northwesterly line and on the meanders of the centerline of said McQueen Creek, a distance of 6204 feet, more or less, to the confluence of said McQueen creek and a creek; thence Northerly, departing the centerline of said McQueen Creek and on the meanders of a creek, a distance of 9936 feet, more or less, to a point being located at the confluence two creeks; thence, departing last said creek and along a creek, through the following courses and distances: thence S 86°45'40" W, a distance of 421.66 feet; thence N 69°34'52" W, a distance of 726.75 feet; thence N 42°46'45" W, a distance of 983.60 feet; thence N 05°57'45" W, a distance of 704.19 feet; thence N 41°45'08" E, a distance of 1091.81 feet; thence N 07°07'01" E, a distance of 326.37 feet, to a point; thence N 02°02'06" E, a distance of 1723.71 feet, to a point; thence N 30°36'24" W, a distance of 795.17 feet, to a point; thence N 46°51'32" W, a distance of 555.72 feet, to a point being located on the Southeasterly line of the J. Smith Grant (Section 44); thence S 75°25'22" W, departing the centerline of said creek, and along said Southeasterly line, a distance of 1213.66 feet, to a point being located at the Southerly most corner of said J. Smith Grant (Section 44); thence N 61°45'24" W, departing said Southeasterly line and on the Southwesterly line of said J. Smith Grant (Section 44) a distance of 207.12 feet, to a point being located at the intersection of last said Southwesterly line and the centerline of a creek; thence Southerly, departing said Southwesterly line, and along the meanders of said creek, a distance of 13792 feet, more or less, to a point being located at the confluence of said creek and said McQueen Creek; thence Southwesterly, departing said creek and along the meanders of said McQueen Creek, a distance of 5731 feet, more or less; thence S 02°17'19" E, departing the centerline of said McQueen Creek, a distance of 1772 feet, more or less, to the Point of Beginning.

Tract 4
East Development Area

A parcel of land, lying conjointly in part of the John Low Grant (Section 44), Township 3 North, Range 27 East, the E. Waterman Grant (Section 50), and the John Lowe Grant (Section 51), Township 3 North, Range 27 East, Nassau County, Florida, and being more particularly described as follows:

Begin at the Northwest Corner of Page Hill, a subdivision according to the Plat thereof recorded in Plat Book 6, Page 237, of the Public Records of Nassau County, Florida; thence N 88°02'36" E, along the North line of said Page Hill, and along the North line of those lands as described in Official Records 1253, Page 12, a distance of 2692.20 feet, to a point being located at the Northeasterly most corner of said lands recorded in Official Records 1253, Page 12; thence S 22°49'19" E, departing said North line and along the East line of said lands, a distance of 345.80 feet, to a point being on a Easterly line of said lands; thence, departing said Easterly line and along the North line of said lands, and along the North line of those lands as described in Official Records 1372, Page 1572, through the following courses and distances; thence N 78°15'50" E, a distance of 1048.12 feet; thence N 70°57'24" E, a distance of 1117.28 feet; thence N 37°42'55" E, a distance of 1692.05 feet, to a point being located at the Southerly most corner of those lands as described in Official Records 631, Page 31, of said Public Records; thence N 47°50'30" W, along the Southwesterly line of said lands, and along the Southwesterly line of those lands as described in Official Records 1214, Page 1050, a distance of 2629.52 feet, to a point being located on the Southwesterly line of said lands recorded in Official Records 1214, Page 1050; thence S 88°14'15" W, departing said Southwesterly line, a distance of 86.49 feet; thence S 47°50'30" W, a distance of 87.39 feet; thence S 00°16'58" W, a distance of 611.64 feet; thence S 88°14'10" W, a distance of 450.28 feet; thence N 0°16'54" E, a distance of 482.17 feet; thence S 88°14'14" W, a distance of 237.62 feet; thence N 47°50'28" W, a distance of 273.90 feet; thence N 88°14'13" E, a distance of 549.97 feet; thence N 43°55'19" E, a distance of 252.21 feet, to a point being located on the Southwesterly line of said lands recorded in Official Records 1214, Page 1050; thence N 47°50'30" W, on the Southwesterly line of said lands, and along the Southwesterly line of Creekside, a subdivision according to the plat thereof recorded in Plat Book 6, Page 320, of said Public Records, a distance of 2924.47 feet, to a point being located at the Southwesterly most corner of said Creekside subdivision; thence N 44°03'06" E, departing said Southwesterly line and on the Northwesterly line of said Creekside subdivision, a distance of 917.74 feet, to a point being located on the Southwesterly Right-of-Way line of Roses Bluff Road (A 60 foot Right-of-Way, as now established); thence N 46°53'55" W, departing said Northwesterly line and on said Southwesterly Right-of-Way line, a distance of 4284 feet, more or less, to a point being located at the intersection of said Southwesterly Right-of-Way line and the centerline of Cone Creek; thence Southerly, on the meanders of the centerline of Cone Creek, a distance of 1757 feet, more or less, to a point being located at the intersection of said Cone Creek and Rayonier Road No. 10; thence departing the centerline of said Cone Creek, and along the centerline of Rayonier Road No. 10, through the following courses and distances: thence S 89°19'30" W, a distance of 1977.08 feet; thence N 55°44'11" W, a distance of 1803.81 feet; thence N 35°13'28" W, a distance of 1145.90 feet; thence N 78°49'11" W, a distance of 1360.25 feet; thence S 68°31'11" W, a distance of 357.77 feet; thence S 84°27'44" W, a distance of 905.90 feet, to a point; thence N 21°04'32" W, a distance of 224.99 feet, to a point; thence N 64°01'58" W, a distance of 488.27 feet, to a point being located at the centerline of a creek; thence Southerly, on the meanders of said creek, a distance of 9936 feet, to a point being located at the confluence of said creek and McQueen Creek; thence Southerly, departing the centerline of said creek and along the meanders of the centerline of McQueen Creek, a distance of 6204 feet, more or less, to a point being located on the Northwesterly line of those lands as described in Official Records 615, Page 446; thence N 43°43'13" E, along the Northwesterly line of said lands, and along the Northwesterly line of Yulee Hills, a subdivision according to the plat

thereof recorded in Plat Book 4, Page 31, of said Public Records of Nassau County, Florida, a distance of 6263.55 feet, to a point being located at the Northerly most corner of said Yulee Hills; thence departing said Northwesterly line and along the Easterly line of said Yulee Hills, through the following courses and distances; thence S 04°57'54" E, a distance of 6016.94 feet; thence S 01°22'31" E, a distance of 165.01 feet, to a point being located on the Northerly Right-of-Way line of County Road No. 200-A (A 100 foot Right-of-Way, as now established); thence Southeasterly, departing said Easterly line and along said Northerly Right-of-Way line, a distance of 1174 feet, more or less, to a point being located on the Westerly line of aforesaid Page Hill subdivision; said point also being located on the Westerly line of those lands as described in Official Records 538, page 1218 thence, departing said Northerly Right-of-Way line and on said Westerly line, through the following courses and distances; thence N 14°51'46" E, a distance of 2202.48 feet; thence S 80°46'23" E, a distance of 411.17 feet; thence N 15°15'17" E, a distance of 2802.18 feet; thence N 06°12'58" E, a distance of 846.41 feet, to the Point of Beginning.

Tract 5
Center City Area - Parcel 1

A parcel of land lying conjointly in the E. Waterman Grant (Section 50) and the John Carr Grant (Section 56), Township 3 North, Range 27 East and also being a part of the E. Waterman Grant (Section 41), Township 3 North, Range 26 East, all being located in Nassau County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of the E. Waterman Grant (Section 41), Township 3 North, Range 26 East, Nassau County, Florida; thence, on the South line of said Section 41, S 89°13'01" W, a distance of 1543.94 feet, to a point being on the Easterly Right-of-way line of Interstate 95 (A variable width Right-of-way, as now established); thence departing said South line and on said Easterly Right-of-way line, N 17°24'00" W, a distance of 5768 feet, more or less, to a point being located at the intersection of said Easterly Right-of-way line and the centerline of a creek; said point also being the Point of Beginning, of the herein described parcel of land; thence continuing on said Easterly Right-of-way line, N 17°24'00" W, a distance of 6142 feet, more or less, to the North line of the E. Waterman Grant (Section 41); thence, departing said Easterly Right-of-way line and on the North line of said E. Waterman Grant (Section 41), S 88°29'38" E, a distance of 2099.47 feet, to a point being located on the West line of those lands as described in Official Records 1128, Page 1599 of the Public Records of said Nassau County, Florida; said point also being located on the West line of the N. Wildes Grant (Section 39), Township 1 North, Range 26 East, Nassau County, Florida; thence, along said West line, S 02°50'39" W, a distance of 1449.81 feet, to a point being located at the Southwest corner of last described lands, and on the South line of the N. Wildes Grant (Section 57), Township 3 North, Range 27 East; thence S 89°43'17" E, departing said West line and along the South line of said lands, a distance of 4783.49 feet, to a point being located at the Southeast corner of said lands; thence, departing said South line and along the East line of said lands, N 02°54'46" E, a distance of 1529 feet, more or less, to a point being located at the intersection of said East line and the centerline of Lofton Creek; thence departing said Easterly line and along the centerline of said Lofton Creek, Northeasterly, a distance of 2188 feet, more or less, to a point being located on the Southwesterly Right-of-way line of the CSX Railroad;

thence departing said Lofton Creek centerline and on said Southwesterly Right-of-way line, through the following courses and distances: S 33°34'41" E, a distance of 856 feet, more or less, to a point being located at the Point of Curvature of a curve concave Northeasterly, having a radius of 5967.15 feet; thence, on and around the arc of said curve, through a central angle of 5°53'00", an arc distance of 612.72 feet, to a point being a Point of Tangency; said curve being subtended by a chord bearing and distance of S 36°31'11" E, 612.45 feet; thence S 39°27'41" E, a distance of 5388 feet, more or less, to a point being located at the intersection of said Southwesterly Right-of-way line and the centerline of a creek; thence, departing said Southwesterly Right-of-way line and on said creek centerline, Southerly, Northwesterly, and Southwesterly, a distance of 13218 feet, more or less, to the Point of Beginning.

Center City Area - Parcel 2

A parcel of land lying conjointly in the John Carr Grant (Section 56), the E. Waterman Grant (Section 50), and the W & J Lofton Grant (Section 55), Township 3 North, Range 27 East, Nassau County, Florida, and being more particularly described as follows:

Commence at the Southwest corner of aforesaid J Lofton Grant (Section 55), Township 3 North, Range 27 East; thence on the Westerly line of aforesaid said Section 55, and along the Westerly line of those lands as described in Official Records 440, Page 22, Official Records 1856, Page 803, and Official Records 697, Page 547, and Official Records 590, Page 820 of the Public Records of said Nassau County, Florida, N 45°40'37" W, a distance of 1292.28 feet, to a point being located on the Westerly line of said lands described in Official Records 590, Page 820; said point also being the Point of Beginning, of the herein described parcel of land; thence continuing along last described line N 45°40'37" W, a distance of 892.12 feet, to a point being located at the Northwesterly corner of said Official Records 590, Page 820; thence, departing said Westerly line and on a the Northerly line of those lands described in Official Records 590, page 820, N 44°54'43" E, a distance of 1645 feet, more or less, to a point being located at the intersection of last said Northerly line and the centerline of Lofton Creek; thence Westerly, departing said Northerly line and along said creek centerline, a distance of 2243 feet, more or less, to a point being located at the intersection of the centerline of said Lofton Creek and the Northeasterly Right-of-way line of U.S. Highway 17 (A variable width Right-of-way, as now established); thence departing said centerline and along said Northeasterly Right-of-way line, through the following courses and distances: thence S 33°34'41" E, a distance of 787 feet, more or less, to a point being located at a Point of Curvature of a curve concave Northeasterly, having a radius of 5629.65 feet; thence on and around the arc of said curve, through a central angle of 05°53'00", an arc distance of 578.06 feet, to a Point of Tangency; said curve being subtended by a chord bearing and distance of S 36°31'11" E, a distance of 577.81 feet; thence S 39°27'41" E, a distance of 897.57 feet; thence, departing said Northeasterly Right-of-way line, and on the Northerly most line of those lands as described in Official Records 1186, Page 866 and Official Records 1163, Page 95, N 50°32'19" E, a distance of 428.71 feet, to the Point of Beginning.

Center City Area - Parcel 3

A parcel of land lying conjointly in the E. Waterman Grant (Section 50) and the W & J Lofton Grant (Section 54), Township 3 North, Range 27 East, Nassau County, Florida, and being more particularly described as follows:

Begin at the Westerly most corner of said Section 54 of the W & J Lofton Grant; said point also being located at the Southwest corner of those lands as described in Official Records 440, Page 22 of the Public Records of said Nassau County; thence on the Northerly most line of said Section 54, and on the Southerly most line of those lands as described in Official Records 440, Page 22, Official Records 145, Page 680, Official Records 759, Page 123, and Official Records 762, Page 958, N 44°54'43" E, a distance of 2735 feet, more or less, to the intersection of last described line and the centerline of Lofton Creek; thence, departing said Southerly most line and on said centerline of Lofton Creek, Southeasterly a distance of 2814 feet, more or less, to a point being located at the Northeasterly most corner of those lands as described in Official Records 222, Page 482, of said Nassau County, Florida; thence departing said centerline and on the Northerly most line of said Official Records 222, Page 482, S 43°33'53" W a distance of 2177 feet, more or less, to a point being located at the Northwesterly most corner of said lands; thence departing said Northerly most line and on the Westerly most line of said Official Records 222, Page 482, S 46°41'47" E, a distance of 984.74 feet; thence, departing said Westerly most line, S 44°15'32" W, a distance of 775.57 feet, to a point being located on the Northeasterly Right-of-way line of U.S. Highway 17 (a variable width Right-of-way, as now established); thence on said Northeasterly Right-of-way line through the following courses and distances; N 46°37'41" W, a distance of 1667.96 feet, to a point being located at the Point of Curvature of a curve concave Northeasterly, having a radius of 5629.65 feet; thence on and around the arc of said curve, through a central angle of 07°10'00", an arc distance of 704.16 feet, to a Point of Tangency; said curve being subtended by a chord bearing and distance of N 43°02'41" W, a distance of 703.70 feet; thence N 39°27'41" W, a distance of 2470.26 feet; thence departing said Northeasterly Right-of-way line, and along the Northerly most line of those lands as described in Official Records 1306, Page 335 and Official Records 1306, Page 337, N 50°32'19" E, a distance of 459.13 feet, to a point being located on the Westerly most line of those lands as described in Official Records 697, Page 547; thence along said Westerly most line and along the Westerly most line of those lands as described in Official Records 1856, Page 803 and Official Records 440, Page 22, S 45°40'37" E, a distance of 1017.66 feet, to the Point of Beginning.

Tract 6
Workplace North Area - Parcel 1

A parcel of land, lying conjointly in part of Section 1, part of Section 2 , part of Section11, part of Section 14, and part of the Heirs of E. Waterman Grant (Section 41), being located North of County Road No. 108, West of the CSX Railroad Right-of-Way, and East of Interstate I-95, Township 3 North, Range 26 East, Nassau County, Florida, and being more particularly described as follows:

Commence at the Southwest corner of said Section 1; thence S 88°46'47" E, along the South line of said Section 1, a distance of 318.36 feet, to a point being located on the Southwesterly Right-of-Way line of CSX Railroad (A variable width Right-of-Way, as now established); said point also being the Point of Beginning, of the herein described parcel of land; thence N 33°36'41" W, departing said South line and on said Southwesterly Right-of-Way line, a distance of 1551.88 feet, to a point being located at the Southeasterly corner of those lands as described in Official Records 260, Page 357, of the Public Records of Nassau County, Florida; thence S 88°34'35" W, departing said Southwesterly Right-of-Way line and on the South line of said lands, a distance of 173.92 feet, to a point being located at the Southwest corner of said lands; thence N 33°35'08" W, departing said South line and on the West line of said lands, a distance of 500.00 feet, to a point being located at the Northwest corner of said lands; thence N 88°34'35" E, departing said West line and on the North line of said lands, a distance of 173.66 feet, to a point being located on said Southwesterly Right-of-Way line of CSX Railroad; thence N 33°36'41" W, departing said North line and on said Southwesterly Right-of-Way line of CSX Railroad, a distance of 890.93 feet, to a point being located at the intersection of said Southwesterly Right-of-Way line of CSX Railroad and the Northeasterly Right-of-Way line of Interstate I-95 (A variable width Right-of-Way, as now established); thence, departing said Southwesterly Right-of-Way of CSX Railroad and on the Northeasterly Right-of-Way line of Interstate I-95, through the following courses and distances: thence S 24°26'42" W, a distance of 1891.95 feet, to a point being located on a curve concave Easterly, having a radius of 6769.49 feet; thence on and around the arc of said curve, through a central angle of 41°19'30", an arc distance of 4882.54 feet, to a point being located at a point of tangency; said curve being subtended by a chord bearing and distance of S 03°26'06" W, a distance of 4777.40 feet; thence S 17°13'39" E, a distance of 551.33 feet, to a point being located at the intersection of said Northeasterly Right-of-Way line and the Northerly Right-of-Way line of County Road No. 108 (A 80 foot Right-of-Way, as now established); thence departing said Northeasterly Right-of-Way line and on said Northerly Right-of-Way line, through the following courses and distances; thence S 67°13'14" E, a distance of 589.65 feet; thence S 73°03'39" E, a distance of 6793.46 feet, to a point being located at the intersection of said Northerly Right-of-Way line and said Southwesterly Right-of-Way line of CSX Railroad; thence departing said Northerly Right-of-Way line and on said Southwesterly Right-of-Way line of CSX Railroad, through the following courses and distances; thence N 33°35'11" W, a distance of 5321.30 feet; thence N 33°36'41" W, a distance of 2819.45 feet, to the Point of Beginning.

LESS AND ACCEPT: Those lands as described in Official Records 942, Page 384, Official Records 883, Page 1590, Official Records 319, Page 540, Official Records 1148, Page 117, and Official Records 1148, Page 115.

Workplace North Area - Parcel 2

A parcel of land lying conjointly and being located in part of Section 11, part of Section 14, part of Section 23, part of the Henry Young Grant (Section 40), and part of the Heirs of E. Waterman Grant (Section 41), Township 3 North, Range 26 East; and also being located in part of the E. Waterman Grant (Section 50), Township 3 North, Range 27 East; being located South of County Road No. 108, West of the CSX Railroad, and East of Interstate I-95, Nassau County, Florida, and being more particularly described as follows:

Commence at the Northeast corner of said Section 11, Township 3 North, Range 26 East; thence S 00°30"54" E, on the East line of Section 11, a distance of 5400.36 feet, to a point being located on the Southerly Right-of-Way line of County Road No. 108 (A 80 foot Right-of-Way, as now established); said point also being located at the Northeast corner of those lands as described in Official Records 538, Page 1218, of the Public Records of Nassau County, Florida, and also being the Point of Beginning, of the herein described parcel of land; thence S 73°03'39" E, on said Southerly Right-of-Way line, a distance of 5063.36 feet, to a point being located at the intersection of said Southerly Right-of-Way line and the Southwesterly Right-of-Way line of CSX Railroad (A variable width Right-of-Way, as now established); thence departing said Southerly Right-of-Way line and on said Southwesterly Right-of-Way line of CSX Railroad, through the following courses and distances; thence S 33°35'11" E, a distance of 1401.32 feet; thence S 33°39'41" E, a distance of 3714.35 feet, to a point being located at the Northeasterly most corner of those lands as described in Official Records 1232, Page 954, of said Public Records of Nassau County, Florida; thence S 57°07'39" W, departing said Southwesterly Right-of-Way line and along the Northerly line of said lands, a distance of 166.92 feet, to a point being located at the Northwesterly most corner of said lands; thence S 40°55'15" E, departing said Northerly line and on the Westerly line of said lands, and along the Westerly line of those lands as described in Official Records 875, Page 1070, of said Public Records, a distance of 319.59 feet, to a point being located at the Southwesterly most corner of those lands described in Official Records 875, Page 1070; thence N 57°07'39" E, departing said Westerly line and on the Southerly line of those lands described in Official Records 875, Page 1070, a distance of 126.08 feet, to a point being located on said Southwesterly Right-of-Way line of the CSX Railroad; thence S 33°34'41" E, departing said Southerly line and on said Southwesterly Right-of-Way line, a distance of 3881 feet, more or less, to a point being located at the intersection of said Southwesterly Right-of-Way line and the centerline of Lofton Creek; thence Southwesterly, departing said Southwesterly Right-of-Way line and along the meanders of the centerline of Lofton Creek, a distance of 2173 feet, more or less, to a point being located at the intersection of the centerline of Lofton Creek and the East line of those lands as described in Official Records 628, Page 608, of said Public Records of Nassau County, Florida, said East Line also being the East line of Section 57, Township 3 North, Range 27 East of said county; thence N 03°10'31" E, departing said Lofton Creek.

Workplace North Area - Parcel 3

centerline and on said East Section line, a distance of 1323 feet, more or less, to a point being located at the Northeast corner of said Section 57; thence N 89°42'55" W, departing said East line and on said North Section Line, a distance of 2135.10 feet, to a point being located on the East line of Section 39, Township 3 North, Range 26 East of said county; thence N 01°08'29" W, departing said North line, and on said East line, a distance of 561.82 feet, to a point being located at the Northeast corner of said Section 39; thence N 89°59'50" W, departing said East line and on the North line of said Section, a distance of 2617.06 feet, to a point being located at the Northwest corner of said lands, said point also being the Northeast corner of Henry Young Grant (Section 40); thence along the North line of said Grant, N 88°48'05" W, a distance of 2802.78 feet, to a point being located at the intersection of said North line and the Northeasterly Right-of-Way line of Interstate I-95 (A variable width Right-of-Way, as now

established); thence, N 17°13'39" W, departing said North line and on said Northeasterly Right-of-Way line, a distance of 10873.38 feet, to a point being located at the intersection of said Northeasterly Right-of-Way line and the Southerly Right-of-Way line of said County Road No. 108; thence departing said Northeasterly Right-of-Way line and on said Southerly Right-of-Way line, through the following courses and distances; thence S 77°59'01" E, a distance of 466.13 feet; thence South 73°03'39" East, a distance of 1827.24 feet, to the Point of Beginning.

Workplace North Area - Parcel 4

A parcel of land lying conjointly and being located in part of the Heirs of E. Waterman Grant (Section 41), Township 3 North, Range 26 East; and also being located in part of the E. Waterman Grant (Section 50), Township 3 North, Range 27 East, Nassau County, Florida, and being more particularly described as follows:

Begin at the intersection of the Northeasterly Right-of-Way line of U.S. Highway No. 17 (A variable width right-of-Way, as now established) and the Northerly Right-of-Way line of Crandall Road (A 40 foot County maintained Right-of-Way, as now established); thence N 33°08'19" W, along said Northeasterly Right-of-Way line of U.S. Highway 17, a distance of 5113.40 feet, to a point being located at the Southwesterly corner of those lands as described in Official Records 611, Page 651, of the Public Records of Nassau County, Florida; thence N 56°18'35" E, departing said Northeasterly Right-of-Way line and along the Southerly line of said lands, a distance of 416.11 feet, to a point being located at the Southeasterly corner of said lands; thence N 33°20'26" W, departing said Southerly line and on the Easterly line of said lands, and along the Easterly line of those lands as described in Official Records 1026, Page 1123, a distance of 315.02 feet, to a point being located at the Northeasterly corner of said lands recorded in Official Records 1026, Page 1123; thence S 56°18'35" W, departing said Easterly line and on the Northerly line of said lands, a distance of 415.00 feet, to a point being located on said Northeasterly Right-of-Way line of U.S. Highway No. 17; thence N 33°08'19" W, departing said Northerly line and on said Northeasterly Right-of-Way line, a distance of 2094.04 feet, to a point being located at the intersection of said Northeasterly Right-of-Way line and the centerline of a creek; thence Southeasterly, departing said Northeasterly Right-of-Way line and along the meanders of the centerline of said creek, a distance of 7741 feet, more or less, to a point being located at the intersection of said creek centerline and said Northwesterly Right-of-Way line of Crandall Road; thence departing said creek centerline and on said Northwesterly Right-of-Way line, through the following courses and distances; thence S 32°10'23" W, a distance of 1038.24 feet; thence S 44°52'37'W, a distance of 483.85 feet, to the Point of Beginning.

Workplace North Area - Parcel 5

A parcel of land lying conjointly and being located in part of the E. Waterman Grant (Section 50) and part of the W & J Lofton Grant (Section 55), Township 3 North, Range 27 East, Nassau County, Florida, and being more particularly described as follows:

Commence at the intersection of the Northeasterly Right-of-Way line of U.S. Highway No. 17 (A variable width Right-of-Way, as now established) and the Northerly Right-of-Way line of Crandall Road (A 40 foot County maintained Right-of-Way, as now established); thence S 33°08'19" E, along said Northeasterly Right-of-Way line of U.S. Highway No. 17, a distance of 466.72 feet, to a point being located at the Southerly most corner of those lands as described in Official Records 756, Page 587, of the Public Records of Nassau County, Florida and also being the Point of Beginning of the herein described parcel of land; thence S 33°34'41" E, continuing along said Northeasterly Right-of-Way line, a distance of 1131.11 feet, to a point being located at the Northwesterly corner of those lands as described in Official Records 87, Page 429; thence N 55°51'50" E, departing said Northeasterly Right-of-Way line and on the Northerly line of said lands, a distance of 205.81 feet, to a point being located at the Northeasterly corner of said lands; thence S 33°34'41"E, departing said Northerly line and on the Easterly line of said lands, a distance of 208.01 feet, to a point being located at the Southeasterly corner of said lands; thence S 55°51'50" W, departing said Easterly line and on the Southerly line of said lands, a distance of 205.81 feet, to a point being located at the Southwesterly corner of said lands; said point also being located on said Northeasterly Right-of-Way line of U.S. Highway No. 17; thence S 33°34'41" E, departing said Southerly line and on said Northeasterly Right-of-Way line, a distance of 1872 feet, more or less, to a point being located at the intersection of said Northeasterly Right-of-Way line and the centerline of Lofton Creek; thence Easterly, departing said Northeasterly Right-of-Way line and on the meanders of the centerline of said Lofton Creek, a distance of 2243 feet, more or less, to a point being located on the Northwesterly line of those lands as described in Official Records 590, Page 820, of said Public Records; thence N 44°40'20" E, departing the centerline of said Lofton Creek and on the Northwesterly line of said lands, a distance of 410.21 feet, to a point being located at the Northeasterly corner of said lands; thence S 02°17'19" E, departing said Northwesterly line, a distance of 1772 feet, more or less, to a point being located on the centerline of Mc Queen Creek; thence Westerly, along the meanders of the centerline of said Mc Queen Creek, a distance of 2224 feet, more or less; thence S 56°10'12" W, a distance of 1377 feet, more or less, to a point being located at the Southerly most corner of those lands as described in Official Records 1131, Page 1698, of said Public Records; thence N 54°59'13" W, along the Southwesterly line of said lands, and along the Southwesterly line of those lands as described in Official Records 725, Page 169, Official Records 725, Page 172, and Official Records 309, Page 673, a distance of 1053.12 feet, to a point being located at the Northwesterly most corner of said lands recorded in Official Records 309, Page 673; thence S 56°17'52" W, along the Southerly line of said lands recorded in Official Records 756, Page 587, a distance of 64.36 feet, to the Point of Beginning.

Tract 7
Workplace South Area - Parcel 1

A parcel of land lying conjointly in Section 12, Township 2 North, Range 26 East, along with those lands lying within Section 7 and Section 18, Township 2 North, Range 27 East, Nassau County, Florida, and being more particularly described as follows:

Commence at the Northeast corner of Section 39, Township 2 North, Range 26 East, of said County, said corner also being the Southeast corner of Section 41, Township 3 North, Range 26 East, Nassau County, Florida; thence, along the East line of said Section 39 a bearing of

S 01°29'05" E, a distance of 5284.99 feet to its intersection with the North line of Section 7, Township 2 North, Range 27 East, said point also being the POINT OF BEGINNING; thence along the South boundary line of the lands recorded in Official Records 1128, Page 1599, of the public records of said Nassau County, Florida, N 88°13'16" E, a distance of 1992.01 feet, to its intersection with the West boundary line of the lands as recorded in Official Records 148, Page 233 of the public records of said Nassau County, Florida; thence departing the North line of Section 7 and along the Westerly most boundary lines of those lands as described in Official Records 148, Page 233, Official Records 959, Page 126, Official Records 936, Page 891, a bearing of S 01°59'21" E, a distance of 2240.59 feet; thence, N 88°09'13" E, a distance of 1643.54 feet; thence, S 01°50'47" E, a distance of 800.00 feet; thence, N 88°09'13" E, a distance of 800.00 feet; thence, N 01°50'47" W, a distance of 800.00 feet; thence, N 88°09'13" E, a distance of 742.81 feet, to its intersection with the Easterly line of Section 7, Township 2 North, Range 27 East; thence, S 00°37'51" E, a distance of 100.00 feet; thence departing said Easterly line of said Section 7, S 89°22'09" W, a distance of 200.00 feet; thence running parallel to said Easterly line of Section 7, S 00°37'51" E, a distance of 200.00 feet; thence N 89°22'09" E, a distance of 200.00 feet, to its intersection with said Easterly of said Section 7; thence along said line, S 00°37'51" E, a distance of 1490.34 feet, to its intersection with the Northerly line of Section 45, Township 2 North, Range 27 East, said line also being the Northerly boundary line of the lands as recorded in Official Records 1379, Page 1365 of the Public Records of said Nassau County; thence along said Northerly line, S 67°19'00" W, a distance of 610.19 feet, to the Northwest corner of said Section 45; thence departing said Northwest corner and along the Westerly line of said Section 45 S 22°36'15" E, a distance of 1484.08 feet, to its intersection with the Westerly boundary line of the lands recorded in Official Records 853, page 848 of said Nassau County, Florida; said line also being the East line of Section 18, Township 2 North, Range 27 East, Nassau County, Florida; thence departing said Westerly line and along said Easterly line S 00°31'31" E, a distance of 2255.12 feet, to its intersection with the North line of the lands as recorded in Official Records 1110, Page 670 of the public records of said Nassau County, Florida; thence departing said Easterly line and along said North line, S 89°43'13" W, a distance of 34.81 feet; thence departing the North line and along the Westerly line of the aforementioned lands recorded in Official Records 1110, Page 670 of the public records of said Nassau County, Florida, through the following courses; S 01°30'46" W, a distance of 326.16 feet; S 18°54'39" W, a distance of 439.28 feet; S 00°56'20" W, a distance of 579.16 feet; S 09°41'09" E, a distance of 216.59 feet; S 11°20'42" E, a distance of 90 feet, more or less, to its intersection with the meandering of a wetlands line; thence departing said Westerly boundary line and along said meander line in a Westerly and Northerly direction, a distance of 7762 feet, more or less, to its intersection with a parallel offset of the centerline of a dirt timber road No. 145; said parallel offset being 25.00 feet south of the said centerline; thence departing said meander line and along said parallel offset line, N 62°42'26" W, a distance of 310 feet, more or less, to its intersection with a curved portion of the Easterly Right-of-way line of Interstate 95, said Right-of-way having a variable width as now established; said curve being concave Westerly and having a radius of 7789.44 feet; thence departing said parallel offset line and along the arc of said curved Right-of-way line a distance of 1128.49 feet, through a central angle of 08°18'03", to its intersection with the South line of the lands recorded in Official Records 364, Page 395 of the public records of said Nassau County, Florida; said line also being the North line of Section 18, Township 2 North, Range 27 East, Nassau County, Florida; said curve being subtended by a Chord bearing of N 03°48'22" E, distance of 1127.51 feet; thence departing said Right-of-way line of Interstate 95 and along said South

line, N 89°14'10" E, a distance of 2898.95 feet to its intersection with the East line of said lands recorded in Official Records 364, Page 395; thence departing said South line and along said East line, N 00°31'30" W, a distance of 1398.57 feet, to its intersection with the North line of said Official Records 364, Page 395; thence departing said East line and along said North line, S 88°25'29" W, a distance of 1360.78 feet, to its intersection with the East line of Well Site No. 5 as described in Official Records 1376, Page 651 of the public records of said Nassau County, Florida; thence departing said North line and along said East line, N 01°34'31" W, a distance of 200.00 feet, to its intersection with the North line of said Well Site No. 5; thence departing said East line and along said North line, S 88°25'29" W, a distance of 200.00 feet, to its intersection with the West line of said Well Site No. 5; thence departing said North line and along said West line, S 01°34'31" E, a distance of 200.00 feet, to its intersection with the aforementioned North line of the lands recorded in Official Records 364, Page 395; thence departing said West line and along said North line, S 88°25'29" W, a distance of 1453.21 feet, to its intersection with the aforementioned Easterly Right-of-way line of Interstate 95; said point being in a curve concave southwesterly and having a radius of 7789.44 feet; thence departing said North line and along the arc of said curved Easterly Right-of-way line a distance of 852.10 feet, through a central angle of 06°16'04"; said curve being subtended by a Chord bearing of N 03°29'35" W, and a distance of 851.68 feet; thence departing said curve and continuing along said Easterly Right-of-way line, N 16°37'37" W, a distance 3196.48 feet; thence N 11°32'32" W, a distance of 89.79 feet; thence N 88°13'16" E, a distance of 73.32 feet, to the POINT OF BEGINNING.

LESS AND EXCEPT that part of Official Records Book 1376, page 651 as recorded in the public records of said Nassau County, Florida, being known as Well Site No. 3 and Well Site No. 4.

Workplace South Area - Parcel 2

A parcel of land lying within the E. Waterman Grant (Section 44), Township 2 North, Range 27 East, Nassau County, Florida, and being more particularly described as follows:

Commence at the Northwest corner of Section 44, Township 2 North, Range 27 East, of said County, said corner also being the Southeast corner of Section 41, Township 3 North, Range 26 East, Nassau County, Florida; thence, along the West line of said Section 44 a bearing of S 01°29'05" E, a distance of 4291.18 feet to the Southwest corner of said Section 44, Township 2 North, Range 27 East; thence along the South line of said Section 44, N 89°18'07" E, a distance of 8399.62 feet, to the Southeast corner of said Section 44; thence along the East line of said Section N 44°35'26" E, a distance of 1897.03 feet, to the POINT OF BEGINNING; thence departing said Section line, N 81°52'11" W, a distance of 751.78 feet; thence N 80°39'54" W, a distance of 1808.29 feet; thence N 32°08'14" W, a distance of 802.01 feet, to its intersection with the Southerly Right-of-way line of State Road 200, also known as A1A having a Right-of-way width of 100 feet as now established; thence along said Southerly Right-of-way line through the following courses; N 72°19'35" E, a distance of 441.33 feet, to a point of curve in said Right-of-way line; said curve being concave to the South and having a radius of 14,410.73 feet; thence along the arc of said curve a distance of 970.47 feet, through a central angle of 03°51'31"; said curve being subtended by a Chord Bearing of N 74°19'35" E, a distance 970.28 feet; thence departing said curve, N 76°15'16" E, a distance of 2,257.99 feet, to its intersection with the West line of lands described in Official Records 739, Page 1054 of

the public records of Nassau County, Florida; thence departing said Southerly Right-of-way line and along said West line, S 13°44'41" E, a distance of 128.75 feet, to the Southwest corner of said lands; thence departing said West line and along the South line of said lands and also along the South line of the lands as recorded in Official Records 10, Page 206, Official Records 834, Page 1971, Official Records 143, Page 450, Official Records 1275, Page 703 and Official Records 1369, Page 680, all being in said Nassau County, N 70°46'59" E, a distance of 2642.92 feet, to the Southeast corner of the said lands described in Official 1369, page 680 of said County; thence departing said South line and along the East line of said lands N 13°44'41" W, a distance of 78.75 feet, to its intersection with the herein mentioned Southerly Right-of-way line of said State Road 200; thence departing said East line and along said Right-of-way line through the following courses; N 76°15'17" E, a distance of 106.02 feet; thence N 75°35'56" E, a distance of 914.40 feet, to a point of curve in said Right-of-way line; said curve being concave to the North and having a radius of 2,975.09 feet; thence along the arc of said curve a distance of 225.81 feet, through a central angle of 04°20'55"; said curve being subtended by a Chord bearing of N 73°25'28" E, distance of 225.75 feet; thence departing said Southerly Right-of-way line, S 26°51'50" E, a distance of 75.37 feet, to its intersection with the Northwesterly line of Flood Acres, an unrecorded plat; said line also being the East line of said Section 44; thence along said East line through the following courses; S 45°56'13" W, a distance of 1268.66 feet; thence S 42°43'27" W, a distance of 771.87 feet; thence N 86°44'16" W, a distance of 43.23 feet; thence S 03°07'33" W, a distance of 50.06 feet; thence S 43°59'47" W, a distance of 1,234.87 feet, to the POINT OF BEGINNING;

Tract 8
Rayonier Timberland Acquisition Two, LLC

A parcel of land lying conjointly in the J. Smith Grant (Section 44), the Eugenia Brant Grant (Section 45), the S. Cashen Grant (Section 46), the Spicer S. Christopher & J. Smith Grant (Section 47), the E. Waterman Grant (Section 50), Township 3 North, Range 27 East, and being located in Sections 32 and 33, Township 4 North, Range 27 East, Nassau County, Florida and being more particularly described as follows:

Commence at the Southwest corner of Section 1, Township 3 North, Range 26 East, Nassau County, Florida; thence on the South line of said Section 1, S 88°46'47" E, a distance of 706.24 feet to a point on the Easterly Right-of-way line of U.S. Highway No. 17; thence departing said South line and on said Easterly Right-of-way line N 32°53'25" W, a distance of 853.02 feet; thence departing said Easterly Right-of-way line, N 24°42'34" E, a distance of 1762.41 feet; thence S 65°12'45" E, a distance of 5087.75 feet, to a point being located on the East line of said Charles Seton Grant (Section 37); said point also being located on the Range line common to Ranges 26 and 27, Nassau County, Florida; thence S 00°28'46" E, along last said line, a distance of 1215.65 feet to a point being located at the Southeast corner of said Charles Seton Grant (Section 37), Township 3 North, Range 26 East; said point also being located at the Northwesterly corner of said E. Waterman Grant (Section 50), and being the Point of Beginning, of the herein described parcel of land; thence N 33°10'10" E, departing said Range line and on the North line of said E. Waterman Grant (Section 50) and on the Southeasterly line of the Charles Seton Grant (Section 49), Township 3 North, Range 27 East, a distance of 5539.97 feet, to a point being located at a corner common to said Charles Seton Grant (Section 49) and said

Spicer S. Christopher Grant (Section 48); thence departing said Southerly line and continuing on said Northerly line of the E. Waterman Grant (Section 50), and the Southerly line of said Spicer S. Christopher Grant (Section 48), through the following courses and distances; thence S 23°09'09" E, a distance of 4701.54 feet; thence N 72°21'49" E, a distance of 3529.10 feet; thence North 38°37'31" E, a distance of 2433.61 feet, to a point being a corner common to said E. Waterman Grant (Section 50), the J. Smith Grant (Section 44), and the Spicer S. Christopher Grant and the J. Smith Grant (Section 47); said parcels lying conjointly and being located in Township 3 North, Range 27 East, Nassau County, Florida; thence departing the Northerly line of said E. Waterman Grant (Section 50), and on the Westerly line of said Spicer S. Christopher Grant and J. Smith Grant (Section 47), and on the Easterly line of said Spicer S. Christopher Grant (Section 48), through the following courses and distances; thence N 39°27'32" W, a distance of 2716.82 feet; thence N 69° 54'27" E, a distance of 2901.48 feet, to a point being located at a corner common to said Spicer S. Christopher Grant and J. Smith Grant (Section 47), and said Spicer S. Christopher Grant (Section 48); thence S 89°57'03" W, departing last said line and on the North line of said Spicer S. Christopher Grant (Section 48), a distance of 1863.65 feet, to a point being located on the East line of those lands as described in Official Records 685, Page 819, of the Public Records of Nassau County, Florida; thence N 09°57'18" E, departing last said line and along said East line, a distance of 637.08 feet, to a point being located at the Northeast corner of said lands; thence N 80°02'42" W, departing said East line and on the North line of said lands, and on the North line of those lands as described in Official Records 1332, Page 876, of said Public Records, a distance of 671.50 feet, to a point being located at the Northwest corner of said lands recorded in Official Records 1332, Page 876; thence N 09°57'17" E, departing said North line a distance of 607 feet, more or less to a point being located on the Southerly shores of the St. Mary's River; thence along the meanders of the Southerly shores of the St. Mary's River, through the following courses; Easterly, Southerly and Northeasterly, a distance of 8987 feet, more or less to a point on the Northerly line of Section 33, Township 4 North, Range 27 East; thence on the Northerly line of said Section 33, Township 4 North, Range 27 East and the Northerly line of the S. Cashen Grant (Section 46), the Eugenia Brant Grant (Section 45), Township 3 North, Range 27 East, Southeasterly, a distance of 5307 feet more or less to a point on the Westerly line of a parcel of land as described in Official Records Book 1253, Page 12 of the Public Records of Nassau County, Florida; thence departing said Northerly lines and on said Westerly line through the following courses: S 08°58'59" W, a distance of 1000 feet more or less; thence S 23°44'07" W, a distance of 1042.13 feet; thence S 20°39'46" W, a distance of 1606.27 feet; thence S 45°11'41" W, a distance of 891.88 feet; thence S 25°11'11" E, a distance of 1035.73 feet; thence S 63°44'24" E, a distance of 630.35 feet to a point on the Southeasterly line of the J. Smith Grant (Section 44), Township 3 North, Range 27 East; thence departing said Westerly line and on the Southeasterly line of said J. Smith Grant (Section 44), S 75°25'22" W, a distance of 1213.66 feet to the Southerly most corner of said J. Smith Grant (Section 44); thence departing said Southeasterly line and on the Southwesterly line of said J. Smith Grant (Section 44), N 61°45'24" W, a distance of 207 feet, more or less to a point on the centerline of a Creek; thence departing said Southwesterly line and on the centerline of said Creek, Southerly, a distance of 13,792 feet more or less to the centerline of McQueen Creek; thence on the centerline of McQueen Creek, Westerly, a distance of 7925 feet more or less to a point on the Northerly projection of the Easterly line of a parcel of land as recorded in Official Records Book 1171, Page 330 of the Public Records of Nassau County, Florida; thence departing the centerline of Mc Queen Creek and on the Northerly projection of the Easterly line of said parcel

recorded in Official Records Book 1171, Page 330, S 56°50'30" W, a distance of 490 feet more or less to the Northeast corner of said parcel of land as described in Official Records Book 1171, Page 330; thence departing the Northerly projection of said East line and on the North line of said parcel of land as described in Official Records Book 1171, Page 330 and the North line of a parcel of land described in Official Records Book 725, Page 169 and the North line of a parcel of land described in Official Records Book 725, Page 172 all being recorded in the Public Records of Nassau County, Florida, N 33°02'00" W, a distance of 1648.40 feet to the Northwesterly corner of said parcel of land as described in Official Records Book 725, Page 172; thence departing said North lines and on the Westerly line of said parcel of land as described in Official Records Book 725, Page 172, S 46°16'15" W, a distance of 688.90 feet to a point on the Northerly line of a parcel of land as described in Official Records Book 1042, Page 1729 of the Public Records of Nassau County, Florida; thence departing said Westerly line and on said Northerly line, N 43°42'55" W, a distance of 38.99 feet to a point on the Easterly Maintained Right-of-way line of Crandall Road (a 40 foot wide County Maintained Right-of-way); thence departing said Northerly line and on said Easterly Maintained Right-of-way line of Crandall Road through the following courses; N 33°03'03" E, a distance of 534.55 feet; thence N 31°50'52" E, a distance of 276.55 feet to a point on the centerline of aforesaid McQueen Creek; thence departing said Maintained Right-of-way line and on the centerline of said McQueen Creek, Westerly, a distance of 6066 feet more of less to a point being located at the intersection of McQueen Creek and the Range line common to Ranges 26 and 27, Nassau County, Florida; thence, departing said centerline, and along said Range line, N 00°28'46" W, a distance of 4852 feet, more or less, to the Point of Beginning.

LESS: Those lands described in Official Records Book 697, Page 1025, Official Records Book 697, Page 1017, Official Records Book 697, Page 1021, Official Records Book 609, Page 780, Official Records Book 235, Page 149, all of the Public Records of Nassau County, Florida.

AND LESS: Maintained Right-of-way for Crandall Road a 40 foot wide County maintained Right-of-way.

Tract 9
Rayonier Timberland Acquisitions Three, LLC

A parcel of land lying conjointly in Section 1, the E. Waterman Grant (Section 41), and part of the Charles Seton Grant (Section 37), Township 3 North, Range 26 East; also being located in the Spicer S. Christopher Grant (Section 48), the Charles Seton Grant (Section 49), Township 3 North, Range 27 East, and also being located in Section 32, Township 4 North, Range 27 East; all being in Nassau County, Florida and being more particularly described as follows:

Commence at the Southwest corner of Section 1, Township 3 North, Range 26 East, Nassau County, Florida; thence on the South line of said Section 1, S 88°46'47" E, a distance of 706.24 feet to a point on the Easterly Right-of-way line of U.S. Highway No. 17; thence departing said South line and on said Easterly Right-of-way line N 32°53'25" W, a distance of 853.02 feet; thence departing said Easterly Right-of-way line, N 24°42'34" E, a distance of 1762.41 feet; thence S 65°12'45" E, a distance of 5087.75 feet, to a point being located on the East line of said Charles Seton Grant (Section 37); said point also being located on the Range line common

to Ranges 26 and 27, Nassau County, Florida; thence S 00°28'46" E, on last said line, a distance of 1215.65 feet to a point being located at the Southeast corner of said Charles Seton Grant (Section 37), Township 3 North, Range 26 East; said point also being located at the Northwesterly corner of said E. Waterman Grant (Section 50), and being the Point of Beginning, of the herein described parcel of land; thence N 33°10'10" E, departing said Range line and on the North line of said E. Waterman Grant (Section 50) and on the Southeasterly line of the Charles Seton Grant (Section 49), Township 3 North, Range 27 East, a distance of 5539.97 feet, to a point being located at a corner common to said Charles Seton Grant (Section 49) and said Spicer S. Christopher Grant (Section 48); thence departing said Southerly line and continuing on said Northerly line of the E. Waterman Grant (Section 50), and the Southerly line of said Spicer S. Christopher Grant (Section 48), through the following courses and distances; thence S 23°09'09" E, a distance of 4701.54 feet; thence N 72°21'49" E, a distance of 3529.10 feet; thence North 38°37'31" E, a distance of 2433.61 feet, to a point being a corner common to said E. Waterman Grant (Section 50), the J. Smith Grant (Section 44), and the Spicer S. Christopher Grant and the J. Smith Grant (Section 47); said parcels lying conjointly and being located in Township 3 North, Range 27 East, Nassau County, Florida; thence departing the Northerly line of said E. Waterman Grant (Section 50), and on the Westerly line of said Spicer S. Christopher Grant and J. Smith Grant (Section 47), and on the Easterly line of said Spicer S. Christopher Grant (Section 48), through the following courses and distances; thence N 39°27'32" W, a distance of 2716.82 feet; thence N 69° 54'27" E, a distance of 2901.48 feet, to a point being located at a corner common to said Spicer S. Christopher Grant and J. Smith Grant (Section 47), said Spicer S. Christopher Grant (Section 48); thence S 89°57'03" W, departing last said line and on the North line of said Spicer S. Christopher Grant (Section 48), a distance of 1863.65 feet, to a point being located on the East line of those lands as described in Official Records 685, Page 819, of the Public Records of Nassau County, Florida; thence S 09°57'18" W, departing said North line, a distance of 164.92 feet, to a point being located at the Southeast corner of said lands; thence N 80°02'45" W, departing said East line and on the South line of those lands as described in Official Records 938, Page 459, a distance of 671.50 feet, to a point being located at the Southwest corner of said lands; said point also; thence N 09°57'17" E, departing said South line and on the Westerly line of those lands as described in Official Records 272, Page 604, Official Records 1396, Page 1076, and Official Records 1332, Page 876, of said Public Records, and on the West line of those lands as described in Official Records 538, Page 1218, a distance of 1409 feet, more or less, to a point being located on the Southerly shores of the St. Mary's River; thence Northwesterly, departing last described line and on the meanders of the Southerly shores of said St. Mary's River, and on the Northerly boundaries of said Section 32, a distance of 481 feet, more or less; thence Southwesterly, departing the Southerly shores of the St. Mary's River and on the Northerly line of said Section 32, a distance of 3652 feet, more or less, to a point being located on the Township line common to Townships 3 North and 4 North, Nassau County, Florida; thence S 89°18'05" West, departing said Northerly line and on said Township line, a distance of 5247 feet, more or less, to a point being located at the Southwest corner of Township 4 North, Range 27 East, Nassau County, Florida; thence S 00°28'46" E, departing said Township line and on the Range line common to Ranges 26 East and 27 East, Nassau County, Florida, and on the East line of said Charles Seton Grant (Section 37), a distance of 5154.51 feet; thence N 65°12'45" W, departing last described line, a distance of 5087.75 feet; thence S 24°42'34" W, a distance of 1762.41 feet, to a point being located on the Northeasterly Right-of-Way line of U.S. Highway No. 17 (A variable width Right-of-Way, as now established); thence on said Northeasterly Right-of-Way line, through the

following courses and distances; thence S 32°53'25" E, a distance of 2196.78 feet; thence N 89°27'19" E, a distance of 177.51 feet; thence S 32°53'32'E, a distance of 695.00 feet; thence S 33°02'21" W, a distance of 164.28 feet; thence S 32°53'25" E, a distance of 1028.24 feet, to a point being located at the Northwest corner of those lands as described in Official Records 1415, Page 574; thence N 57°06'16" E, departing said Northeasterly Right-of-Way line and on the Northerly line of said lands, a distance of 999.07 feet, to a point being located at the Northeasterly corner of said lands; thence S 33°27'18" E, departing said Northerly line and on the Easterly line of said lands, and on the Easterly line of those lands as described in Official Records 44, Page 218 and Official Records 44, Page 221, a distance of 1894.61 feet, to a point being located at the Southeasterly corner of said lands; thence S 58°51'54" W, departing said Easterly line and on the Southerly line of said lands, a distance of 650.71 feet, to a point being located at the Southwesterly corner of said lands; thence N 33°49'11" W, departing said Southerly line and on the Westerly line of said lands, a distance of 797.29 feet; thence S 57°06'10" W, departing said Westerly line, a distance of 356.54 feet, to a point being located on said Northeasterly Right-of-Way line of U.S. Highway No. 17; thence S 33°03'04" E, on said Northeasterly Right-of-Way line, a distance of 1959 feet, more or less, to a point being located at the intersection of said Northeasterly Right-of-Way line and the centerline of McQueen Creek; thence Easterly, departing said Northeasterly Right-of-Way line and on the meanders of the centerline of said McQueen Creek, a distance of 1675 feet, more or less, to a point being located at the intersection of said centerline and the Range line common to Ranges 26 East and 27 East, Nassau County, Florida; thence N 00°28'46" W, departing said centerline of McQueen Creek and on said Range line, a distance of 4852 feet, more or less, to the Point of Beginning.

LESS: Maintained Right-of-way for Crandall Road a 40 foot wide County maintained Right-of-way.

TRACT 10
NASSAU CHESTER ROAD TRACT

A tract of land located in the John W. Lowe Mill Grant, Section 44, Township 3 North, Range 28 East, Nassau County, Florida, bounded as follows:

Begin at the intersection of the Northerly right-of-way of SR 200A/Pages Dairy Road and the Westerly right-of-way of Chester Road and continue in a Northerly direction along the Westerly right-of-way of Chester Road to the intersection of the Westerly right-of-way of Chester Road and the Southerly right-of-way of Lee Road (a county graded road); thence Northwesterly along the Southern right-of-way of Lee Road a distance of 737.90 feet to a point; thence South 38 degrees 23 minutes 50 seconds West to the intersection of said line and Rayonier Road No. 4 (as shown on attached map); thence along Rayonier Road No. 4 in a southwesterly direction t the intersection of Rayonier Road No. 4 with Rayonier Road No. 3 (as shown on attached map); thence in a southerly direction along Rayonier Road No. 3 to the Northerly right-of-way of SR 200A/Pages Dairy Road; thence Easterly along the Northerly right-of-way of SR 200A/Pages Dairy to the point of beginning.

LESS AND EXCEPT THE FOLLOWING:

A portion of the John W. Lowe Grant, Section 44, Township 3 North, Range 28 East, Nassau County, Florida, described as follows:

For a point of reference commence at a corner common to Sections 43, 44, 48, and 49, Township 3 North, Range 28 East and run South 75 degrees 34 minutes 24 seconds East along the division line of Sections 48 and 49 aforementioned, a distance of 152.70 feet to where said division line is intersected by the Westerly right-of-way of Lofton-Chester Road (a 66.0 foot right-of-way); thence South 7 degrees 26 minutes 00 seconds West along said right-of-way a distance of 1137.60 feet to an iron pipe set where said Westerly right-of-way is intersected by the Southerly right-of-way of a county maintained road (a 26.0 foot right-of-way by usage) for the Point of Beginning. From the Point of Beginning continue South 7 degrees 26 minutes 00 seconds West along said Westerly right-of-way a distance of 1530 feet to a concrete monument; run thence North 82 degrees 34 minutes 00 seconds West a distance of 400.0 feet to a concrete monument, run thence North 7 degrees 26 minutes 00 seconds East a distance of 1608.54 feet to a concrete monument set on the Southerly right-of-way line of the aforementioned County maintained road; thence South 71 degrees 27 minutes 30 seconds East along said Southerly right-of-way a distance of 407.64 feet to the Point of Beginning.

TRACT 11
NASSAU A1A TRACT - NORTH

Legal Description of part of the Rayonier Yulee tract lying northerly of A-1-A/SR 200 and between I-95 and U.S. 17, Nassau County, Florida.

All that certain tract or parcel of land lying and being in the E. Waterman Grant, Section 44, Township 2 North, Range 27 East and the E. Waterman Grant, Section 50, Township 3 North, Range 27 East, all in Nassau County, Florida and being more particularly described as follows:

For a point of beginning commence at a point on the Northerly right-of-way line of A-1-A/SR 200 at the Southeasterly corner of lands described in Deed recorded in the Official Records of said County in Book 408, page 695 and run North 17°-42'-30" West, along the Easterly line of last mentioned lands, a distance of 598.06 feet to the Northeasterly corner thereof; run thence South 72°-14'05" West along the Northerly line of last mentioned lands, a distance of 819.49 feet to an angle point; run thence South 89°-00'-37" West, continuing along last mentioned Northerly line, along the Northerly line of lands described in Deed recorded in the Official Records of said County in Book 1136, page 260 and along the Northerly line of lands described in Deed recorded in the Official Records of said County in Book 932, page 1824, a distance of 839.41 feet to the Northwesterly corner of the last mentioned lands; run thence North 16°-36'-59" West, along the Easterly line of lands described in Deed recorded in the Official Records of said County in Book 956, page 1636, a distance of 855 feet, more or less, to a point along the Southern most portion of Rayonier Road No. 52; run thence in a Northeasterly direction along last mentioned southern most portion of Rayonier Road No. 52, to a point where the southern most portion of Rayonier Road No. 52 intersects with the western most portion of Rayonier Road No. 50; run thence in a Southeasterly direction along the western most portion of said Rayonier Road No. 50, a distance of 1,085 feet, more or less, to the center of a Southwesterly

to Northeasterly drainway; run thence in a Northeasterly direction along the meanderings of last mentioned drainway to a point along the southern most portion of Rayonier Road No. 48, said point lies Westerly 405 feet, more or less, from the intersection of the eastern most portion of Rayonier Road No. 71 and southern most portion of said Rayonier Road No. 48; run thence in a Southeasterly direction along the southern most portion of said Rayonier Road No. 48, a distance of 405 feet, more or less, to last mentioned intersection; run thence in a Northerly direction along the eastern most portion of said Rayonier Road No. 71, a distance of 1,545 feet, more or less, to a point where the eastern most portion of Rayonier Road No. 71 intersects with the southern most portion of Rayonier Road No. 71-C; run thence in a Northeasterly direction, along the southern most portion of said Rayonier Road No. 71-C to a point on the Southwesterly right-of-way line of the Seaboard Coastline Railroad; run thence in a Southeasterly direction along the last mentioned Southwesterly right-of-way line, a distance of 4,430 feet, more or less, to a Rayonier concrete monument at the Southeasterly corner of lands of Rayonier Forest Resources, L.P. (f/k/a Rayonier Timberlands Operating Company, LP); run thence the following 2 courses along the Southerly line of last mentioned lands: Course No. 1 - South 72°-12'-53" West, a distance of 1,558.64 feet to a Rayonier concrete monument; Course No. 2 - South 13°-22'-51" West, a distance of 461.33 feet to a Rayonier concrete monument; thence South 11°-16'-32" West 70.75 feet to an iron pin; thence North 72°-08'-00" East 315.27 feet to an iron pin; thence South 17°-53-21" East 60 feet to a Rayonier concrete monument; thence North 72°-08'-00" East 400.05 feet to a Rayonier concrete monument; thence South 18°-01'-14" East to the Northerly right-of-way of State Road 200/A-1-A; run thence in a Westerly direction along last mentioned Northerly right-of-way line to a Rayonier concrete monument at the Southeasterly corner of numerous privately owned parcels of land; run thence in a Northerly direction along last mentioned Easterly line a distance of 200 feet, more or less, to a Rayonier concrete monument at the Northeasterly corner of said numerous privately owned parcels of land; run thence in a Westerly direction along the Northerly line of last mentioned lands to the Northwesterly corner thereof; run thence in a Southerly direction along the Westerly line of last mentioned land to a Rayonier concrete monument on the Northerly right-of-way line of said A-1-A/SR200; run thence in a Westerly direction along the last mentioned Northerly right-of-way line to the Point of Beginning.

Bearing Reference: The bearings cited in the above property description are based on the deed bearings of North 72°-19'-01" East for the centerline of Survey for A-1-A/SR200 as mentioned in Deed recorded in the Official Records of said County in Book 932, page 1824.

TRACT 12
NASSAU - A1A/SR200 SOUTH TRACT

All property in Section 44, Township 2 North, Range 27 East, Nassau County, Florida, titled in Rayonier Forest Resources, L.P. (f/k/a Rayonier Timberlands Operating Company, LP), lying and being South of A-1-A/SR200; East of Harper Chapel Road; West of Florida Power and Light Easement as more particularly described in OR Book 278, Page 507, et seq., said easement runs concurrently along the western side of Rayonier Woods Road 50 to a point intersecting with the centerline of Florida Power and Light Easement as recorded in OR Book 123, Page 284;

and South of Florida Power and Light Easement described in OR Book 123, Page 284 in the public records of Nassau County, Florida.

TOGETHER WITH all property in Sections 6 and 7, Township 2 North, Range 27 East, Nassau County, Florida, titled in Rayonier Forest Resources, L.P. (f/k/a Rayonier Timberlands Operating Company, LP), lying and being East of Harper Chapel Road and North of property described in OR Book 936, Page 894, et seq., in the public records of Nassau County Florida, now or formerly lands of the Nassau County Board of County Commissioners.

LESS AND EXCEPT: William Burgess Road right-of-way, A-1-A/SR200 Road right-of-way, and Harper Chapel Road right-of-way.

TRACT 13
PAGES DAIRY ROAD TRACT

All that certain tract of land or parcel of land belonging to Rayonier Forest Resources, L.P. and being a portion of the John Lowe Mill Grant, Section Fifty-one (51), Township Three (3) North, Range Twenty-seven (27) East, Nassau County, Florida, and being more particularly described as follows:

All of Rayonier Forest Resources, L.P. lands in Section 51 that lie East of lands now or formerly owned by Page Hill Associates Florida General Partnership, as recorded in the Circuit Court of Nassau County, Book 846, Pages 468-470, South of Rayonier Road #4 (a private road), West of Rayonier Road #3 (a private road), and North of State Road 200-A, also known as Pages Dairy Road, a 100-foot right-of-way.

TRACT 14
ROSES BLUFF

Legal description of a part of the Rayonier Roses Bluff Tract, Nassau County, Florida.

All that certain tract or parcel of land lying and being in the un-surveyed Sections 2 and 3; the W. Hobkirk Grant, Section 41; the G. Henning Grant, Section 42; the T. May Grant, Section 43; the J. Smith Grant, Section 44; the E. Brant Grant, Section 45; the S. Cashen Grant, Section 46; and the E. Waterman Grant, Section 50; all in Township 3 North, Range 27 East, Nassau County, Florida and being more particularly described as follows:

For a point of reference, commence at the most Westerly corner of the G. Henning Grant, Section 40, said Township and Range and run North 44°-02'-37" East, along the Northwesterly line thereof, a distance of 15.13 feet, more or less, to a point at the most Westerly corner of lands now or formerly of J. Michael Bowling, according to deed recoded in the Official Records of said County in Book 1011, Page 22, for the Point of Beginning.

From the Point of Beginning thus described, continue North 44°-02'-37" East along the Northwesterly line of said Section 40, a distance of 2,326.07 feet, more or less, to the Southeasterly corner of lands now or formerly of Marie Louise Davis Chaplin, according to deed recorded in the Official Records of said County in Book 724, Page 1950; run thence North 71°-57'-23" West, along the Southerly lien of last mentioned lands, a distance of 696.0 feet, more or less, to the Southwesterly corner thereof; run thence North 2°-27'-23" West, along the Westerly line of last mentioned lands and long the Westerly line of lands now or formerly of Stuart H. Davis, Jr. and Nola L. Davis, according to deed recorded in Official Records of said County in Book 1043, Page 181, a distance of 677 feet, more or less, to the Northwesterly corner of last mentioned lands at the apparent edge of open water of the Bells River, said Northwesterly corner hereafter called Point "A" in this description; thence return to the Point of Beginning and run South 46°-50'-47" East, along the Southwesterly line of said lands described in Official Records Book 1011, Page 22, a distance of 3,346.97 feet, more or less, to the Southerly corner thereof, said Southerly corner lying on the Southeasterly line of said Section 40; run thence South 44°-02'-37" West, along last mentioned Southeasterly line, a distance of 15.13 feet, more or less, to the most Southerly corner thereof; run thence South 46°-50'-47" East, along the Southwesterly line of the E. Waterman Grant, Section 39, said Township and Range, a distance of 2,487.90 feet, more or less, to a point lying in the run of Cone Creek; run thence in a Southerly direction (generally South 5°-33'-53" East) along the meanderings of the run of said Cone Creek, a distance of 1,757.44 feet, more or less, to a point in the centerline of Rayonier Road No. 10; run thence South 89°-19'-30" West, a distance of 1,977.08 feet to a point in last mentioned centerline; run thence North 55°-44'-11" West, a distance of 1,803.81 feet to a point; run thence North 35°-13'-28" West, a distance of 1,145.90 feet to a point; run thence North 78°-49'-11" West, a distance of 1,360.25 feet to a point; run thence South 68°-31'-11" West, a distance of 357.77 feet to a point; run thence 84°-27'-44" West, a distance of 905.90 feet to a point; run thence North 21°-04'-32" West, a distance of 224.59 feet to a point; run thence North 64°-01'-58" West, a distance of 488.27 feet to a point; run thence South 86°-45'-40" West, a distance of 421.66 feet to a point; run thence North 69°-34'-52" West, a distance of 726.75 feet to a point; run thence 42°-46'-45" West, a distance of 983.60 feet to a point; run thence North 5°-57'-45" West, a distance of 704.19 feet to a point; run thence North 41°-45'-08" East, a distance of 1,091.81 feet to a point; run thence North 7°-07'-01" East, a distance of 326.37 feet, a distance of 326.37 feet to a point; run thence North 2°-02'-06" East, a distance of 1,723.71 feet to a point; run thence North 30°-36'-24" West, a distance of 795.17 feet to a point; run thence North 46°-51'-32" West, a distance of 791.76 feet to a point; run thence North 63°-44'-24" West, a distance of 630.35 feet to a point; run thence North 25°-11'-11" West, a distance of 1,035.73 feet to a point; run thence North 45°-11'-41" East, a distance of 891.88 feet to a point; run thence North 20°-39'-46" East, a distance of 1,606.27 feet to a point; run thence North 23°-44'-07" East, a distance of 1,042.13 feet to a point; run thence North 8°-58'-59" East, a distance of 1,000.0 feet, more or less, to the apparent edge of open water of the St. Marys River; run thence in a Northeasterly direction along the meanderings of the edge of open water of said St. Marys River to a point on the Northerly line of Township 3 North; run thence in an Easterly direction along last mentioned Northerly line to a point on the Westerly edge of open water of the Bells River; run thence in a Southerly, Westerly, Southerly, and Easterly direction along the meanderings of the Westerly, Northerly, Westerly, and the Southerly edge of an open water of the Bells River to the aforementioned Point "A"; run thence South 2°-27'-23" East along the Westerly line of said lands described in Official Records Book 1043, page 181, and the Westerly line of said land

described in Official Records Book 724, page 1950, a distance of 677 feet, more or less, to the Southwesterly corner of last mentioned lands; run thence South 71°-57'-23" East along the Southerly line of last mentioned lands, a distance of 696.0 feet to the Southeasterly corner thereof; run thence South 44°-02'-37" West along the Northwesterly line of said Section 40, a distance of 2,326.07 feet to the Point of Beginning.

TOGETHER WITH all that certain tract or parcel of land being that certain marsh part of un-surveyed Sections 2 and 3, Township 3 North, Range 27 East, Nassau County, Florida that lies Southerly, Easterly, and Northerly of the open waters of the Westerly end of the Bells River.

The marsh land thus described contains 376 acres, more or less, according to Rayonier Land Title Records.

Bearing Reference: The bearings cited in the above property description are based on the deed bearing of North 2°-27'-23" West for the Northwesterly line of the G. Henning Grant, Section 40, Township 3 South, Range 27 East, according to deed recorded in the Official Records of Nassau County, Florida in Book 1011, Page 22.

TRACT 15
Lot 2, VILLAGE OF CRANDALL

The Northerly 144.07 feet of the Southerly 288.14 feet of Lot 2, Village of Crandall, Section 48, Township 3 North, Range 27 East, and Section 32, Township 4 North, Range 27 East, Nassau County, Florida.

Being the identical property conveyed to TerraPointe LLC by deed of Mae Clemmons Lovell f/k/a Golda Mae Clemons, dated August 8, 2007, and recorded in OR Book 1518, page 602, Nassau County, Florida.

The Southerly 144.07 feet of Lot 2, Village of Crandall, Section 48, Township 3 North, Range 27 East, and Section 32, Township 4 North, Range 27 East, according to plat recorded in OR Book 39, page 364, Nassau County, Florida.

Being the identical property conveyed to TerraPointe LLC by deed of Eugene G. McKendree and Joyce L. McKendree, dated March 12, 2008, and recorded in OR Book 1556, page 1660, Nassau County, Florida.

A portion of Lot 2, "Village of Crandall", Section 48, Township 3 North, Range 27 East, and Section 32, Township 4 North, Range 27 East, Nassau County, Florida, according to the plat recorded in Deed Book 39, Page 364 of the public records of Nassau County, Florida. Said portion being more particularly described as follows:

For a point of reference commence at the Northwest corner of Lot 2, "Village of Crandall" aforementioned, being also the Northwest corner of lands described in Official Records Book 1332, Pages 876 and 877 of the public records of Nassau County, Florida; thence South 09°44'20" West along the Westerly line of last said lands, being also the Westerly line of Lot 2, "Village of Crandall" aforesaid, a distance of 295.79 feet to the Southwest corner of lands described in Official Records Book 1332, pages 876 and 877, aforesaid for the Point of Beginning.

From the Point of Beginning thus described continue South 09°44'20" West along the Westerly line of Lot 2, "Village of Crandall", a distance of 74.79 feet to the Northwest corner of lands described in Official Records Book 540, Pages 857 and 858 of the public records of Nassau County, Florida; thence South 80°00'00" East along the Northerly line of last said lands, a distance of 301.77 feet (302.50 feet plat) to the Northeast corner of last said lands, being also the Easterly line of Lot 2, "Village of Crandall"; thence North 09°44'20" East along said Easterly line, a distance of 74.79 feet to the Southeast corner of lands described in Official Records Book 1332, Pages 876 **and** 877 aforementioned; thence North 80°00'00" West along the Southerly line of last said lands, a distance of 301.77 feet (302.50 feet plat) to the Point of Beginning.

Containing 0.5181 acre, more or less.

Being the identical property conveyed to TerraPointe LLC by deed of James Nicks, dated March 20, 2007, recorded in OR Book 1488, Page 541, Nassau County, Florida.

TRACT 16
LOT 3, VILLAGE OF CRANDALL

Lot 3, Village of Crandall, according to plat thereof recorded in Official Records of Nassau County, Florida in Deed Book 39, page 364.

Being the identical property conveyed to TerraPointe LLC by deed of Keith Register, dated July 10, 2007, and recorded in OR Book 1511, Page 1082, Nassau County, Florida.

Nassau County Record
617317 Brandies Avenue, PO Box 609
Callahan, Florida 32011
(904) 879-2727 - Fax (904) 879-5155

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that the Board of County Commissioners of Nassau County, Florida, will conduct a public hearing on Monday, July 25, 2011 at 7:00 PM for the purpose of the consideration of a Long Term Master Plan Conversion Agreement for the East Nassau Comprehensive Planning Area, pursuant to section 163.3245(10), Florida Statutes. The meeting will be held in the Commission Chambers, located at the James S. Page Governmental Complex, 96135 Nassau Place, Yulee, Florida.

Copies of the proposed agreement are available at the office of the Clerk to the Board of County Commissioners at the Judicial Annex, located at 76347 Veterans Way, Yulee, Florida, Monday through Friday, 8:30 a.m. through 5:00 p.m., except legal holidays.

THE PUBLIC IS INVITED TO BE PRESENT AND BE HEARD. IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD, AGENCY OR COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING OR HEARING, HE/SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT, FOR SUCH PURPOSE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

PERSONS WITH DISABILITIES REQUIRING ACCOMMODATIONS IN ORDER TO PARTICIPATE IN THE PROGRAM OR ACTIVITY SHOULD CONTACT 548-4660 OR, IF THE HEARING IMPAIRED, FLORIDA RELAY SERVICE AT 1-800-955-8770(V) OR 1-800-955-8771 (TDD) AT LEAST SEVENTY TWO HOURS IN ADVANCE TO REQUEST SUCH ACCOMMODATION.

Board of County Commissioners
Nassau County, Florida
Walter J. Boatright Chairman
Attest:
John A. Crawford
Ex-Officio Clerk
11 07-14-2011
3489

STATE OF FLORIDA
COUNTY OF NASSAU:

Before the undersigned authority personally appeared **Michael B. Hankins** who on oath says that he is the Advertising Director of the Nassau County Record, a weekly newspaper published at Callahan in Nassau County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter of

PUBLIC NOTICE OF HEARING
JULY 25, 2011

was published in said newspaper in the issue of

07/14/2011
REF. # 3489

Affiant further says that the said Nassau County Record is a newspaper published at Callahan, in said Nassau County, Florida, and that the said newspaper has heretofore been continuously published in said Nassau County, Florida, each week and has been entered as second class mail matter at the post office in Callahan in said Nassau County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Michael B. Hankins

Sworn to and subscribed before me this 15th day of July, A.D. 2011.

Angeline B. Mudd

Angeline B. Mudd, Notary Public

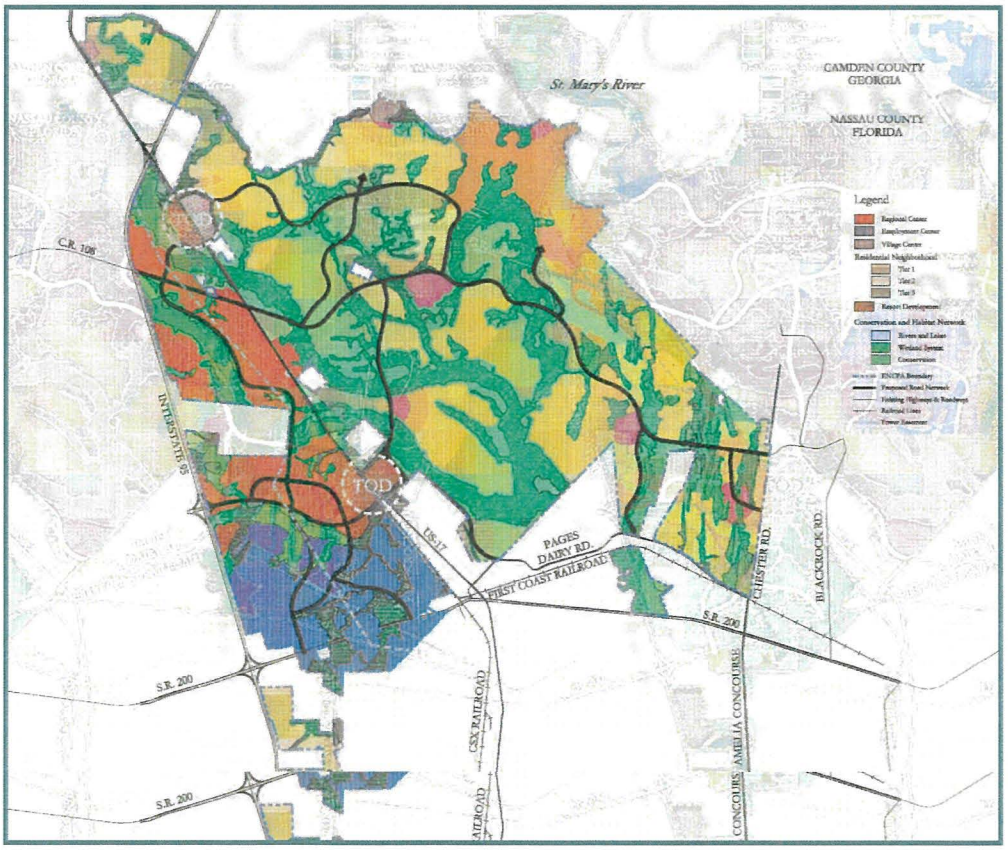
Personally Known

Notary Public State of Florida
Angeline B Mudd
My Commission DD732718
Expires 01/04/2012

OBJECTIVE FL.13

East Nassau Community Planning Area

Consistent with the Multi-Use Community Planning Area land use provisions of Future Land Use Element Policy FL.01.02, the East Nassau Community Planning Area (ENCPA) is hereby created and adopted. The principles and standards of the following policies will be implemented during future development orders within the ENCPA and are enforceable as provided for in Chapter 163, F.S. The ENCPA shall recognize the inherent, integral relationship between transportation, land use and urban design and the degree that these elements affect one another and shall provide high value regional employment and economic development opportunities through the promotion of compatible and financially sustainable land use patterns. To facilitate the use of multiple modes of transportation, leading to a reduction in automobile use and vehicle miles traveled, development shall be in the form of complete communities that discourage urban sprawl; strengthen long range transportation planning efforts through creation of parallel transportation corridors, walkable and transit-supporting environments; preserve environmental resources; and create a greater diversity of housing types and prices.



Policy FL.13.01

Development Principles

Nassau County shall promote a sustainable and efficient land use pattern within the ENCPA by requiring development within the ENCPA to incorporate the following development principles:

A) Protect certain unique physical and visual characteristics of the ENCPA which include bluff topography, the St. Mary's River, Lofton Creek and significant historic or archaeological resources; and

B) Create a connected network of community amenities consisting of public parks, multi-use pathways, schools and playfields; and

C) Provide a variety of housing types with the higher residential densities near village centers; and

D) Design communities that support alternative modes of transportation with an emphasis on bicycle and pedestrian mobility and the opportunity for rail or bus rapid transit component located along the existing railroad corridor and U.S. 17 corridor; and

E) Dedicated rights-of-way designed to accommodate necessary utility infrastructure, dedicated bike lanes and a variety of transit opportunities; and

F) Enable regional employment and activity centers that encourage targeted economic development and job-supporting uses that maximize the benefits of existing or reserved highways, rail and transit-accommodating corridors; and

G) Conserve energy, conserve water resources and reduce greenhouse gas emissions through innovative, energy-efficient building construction and development practices; and

H) Establish a Conservation and Habitat Network of uplands, wetlands, blackwater creeks and wildlife corridors that define, connect and protect significant natural habitats; and

I) Accommodate a new interchange at Interstate 95 to serve the ENCPA and facilitate implementation of the Long Range Transportation Plan.

Policy FL.13.02

Definitions and Interpretations

For the purpose of Objective FL.13 and its supporting Policies, the following terms, phrases, words and their derivations shall have the meaning contained herein, except where the context clearly requires otherwise. Terms not otherwise defined herein shall be first interpreted by reference to the Nassau County Land Development Code, if specifically defined therein; and secondly by reference to generally accepted planning, engineering, or other professional terminology if technical, and otherwise according to common usage, unless the context clearly indicates otherwise. In each case, the range of allowable uses shall be broadly interpreted so as to allow those types of uses compatible with listed uses in these ENCPA policies and consistent with the overall intent of the applicable land use sub-category.

A) Block: A unit of land bounded by streets or a combination of streets and public land, railroad rights-of-way, waterways, or other barrier to the continuity of development.

B) Block, Civic: A block where civic space or uses exceed 75% of the total block land area.

C) Block, Mixed-Use: A block with a minimum of two (2) land uses, with one (1) of the land uses being residential. For any mixed use block containing only 2 land uses, neither land uses shall represent less than 25% of the total block floor area. For any mixed use block containing three (3) or more land uses, none of the land uses shall contain less than 15% of the total block floor area.

D) Block, Office: A block where office uses exceed 75% of the total block floor area.

E) Block, Residential: A block where residential uses exceed 75% of the total block floor area.

F) Block, Retail: A block where retail, eating/drinking and service uses exceed 75% of the total block floor area.

G) Common Area: Any portion of a development designed and intended to be used in common by the owners, residents or tenants of the development. These areas may contain such complementary structures and improvements as are necessary and appropriate for the benefit and enjoyment of the owners, residents or tenants.

H) Common Open Space: All open space, or portions thereof, including landscaping, screening, and buffering, which is part of a common area.

I) Density (Residential): The number of residential dwelling units per unit of land.

J) Density, Average Net (Residential): The residential density, based on the area of a development site, less waterbodies, wetlands, designated public lands, conservation uplands, public open space and stormwater management areas.

K) Development Site: The property under consideration for a development, which may contain one or more potential building sites. Where the development site may contain more than one building site, any applicable development site setback requirements may be established from the development site perimeter.

L) Intensity (of Use): The bulk or mass of a use upon a building site or development site, as expressed by either residential density or non-residential floor area ratio (F.A.R.), which is the gross floor area of all buildings or structures on a development site divided by its developable area.

M) Minimum/Maximum Intensity Criteria: In land use sub-categories where mixed use development is permitted or required, a development site shall meet the following minimum and/or maximum

intensity criteria.

1. Minimum intensity criteria:

a) Residential development shall meet the minimum residential average net density required within the land use sub-category; or

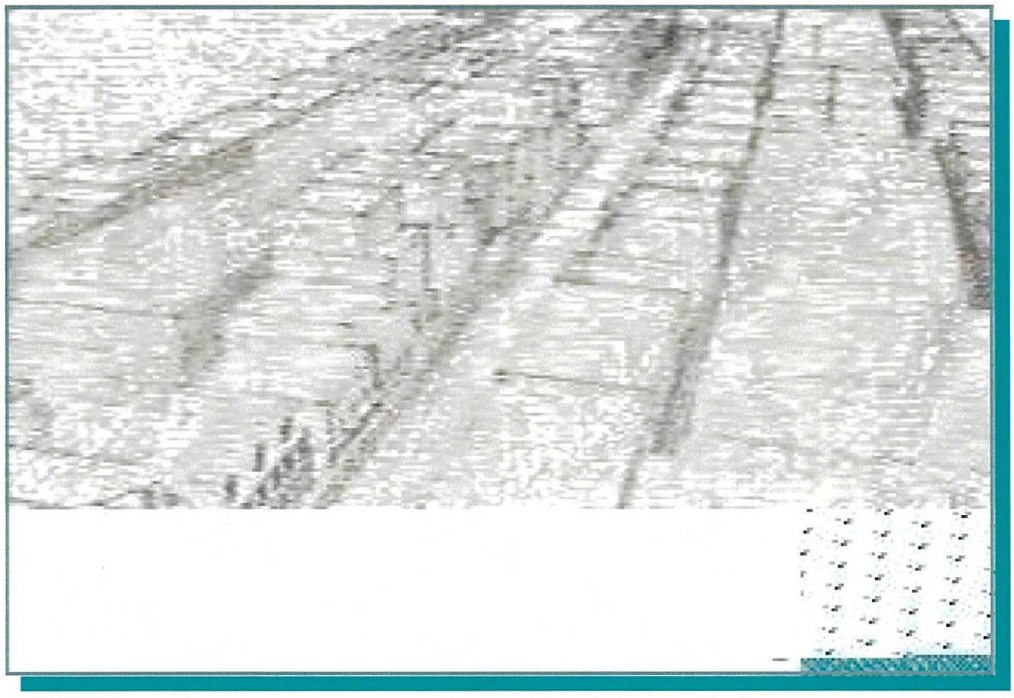
b) Non-residential development shall meet the minimum F.A.R. required within the land use sub-category; or

c) Where both residential and non-residential development is proposed or required, the percentage sum of both the minimum residential average net density and the minimum F.A.R., when calculated separately, equals or exceeds 100%.

2. Maximum intensity criterion:

a) Where both residential and non-residential development is proposed or required, the maximum residential average net density and maximum F.A.R. standards shall be considered and applied separately.

N) Preliminary Development Plan (PDP): The procedures, review criteria and application requirements provided for in the Nassau County Land Development Code. To ensure that development in the ENCPA achieves the principles of Policy FL.13.01, the PDP shall include a minimum of one-hundred (100) gross acres.



Policy FL.13.03

Green Development Practices

Development within the ENCPA shall promote sustainable community and building design techniques and energy conservation strategies consistent with recognized green building standards. These techniques and strategies shall be established during the Nassau County development review process and shall include the following:

A) Protecting and enhancing natural systems, as provided for in Policy FL.13.07.(A);

B) Considering surface waters, conservation lands and environmental open space as a visual amenity;

C) Encouraging alternative modes of transportation that reduce the average vehicle miles traveled and greenhouse gas emissions;

D) Developing incentives for water conservation;

E) Incorporating Florida water-wise vegetation and natural (native) planting area into site landscaping to limit and reduce the use of potable water;

F) Providing education to promote green living practices; and

G) Promoting energy conservation by encouraging green building practices.

Policy FL.13.04

Recreational Trails and Multi-Use Pathways

As a means of promoting walkability and connectivity, recreational trails and multi-use pathways shall be required as an integral component of development in the ENCPA. Such trails and pathways may be developed in lieu of a sidewalk when located alongside an arterial, collector or local roadway. In addition, minimum design and safety standards for all recreational trails and multi-use paths shall be established during the Nassau County development review process.

Policy FL.13.05

Multi-Modal Transportation District Design

In accordance with the requirements of Chapter 163.3184 F.S. and subject to approval by the Florida Department of Community Affairs (DCA) and the Florida Department of Transportation (FDOT), Nassau County may designate the ENCPA Regional Center as a Multi-Modal Transportation District (MMTD). In anticipation of a future designation, development within the ENCPA Regional Center shall incorporate the following:

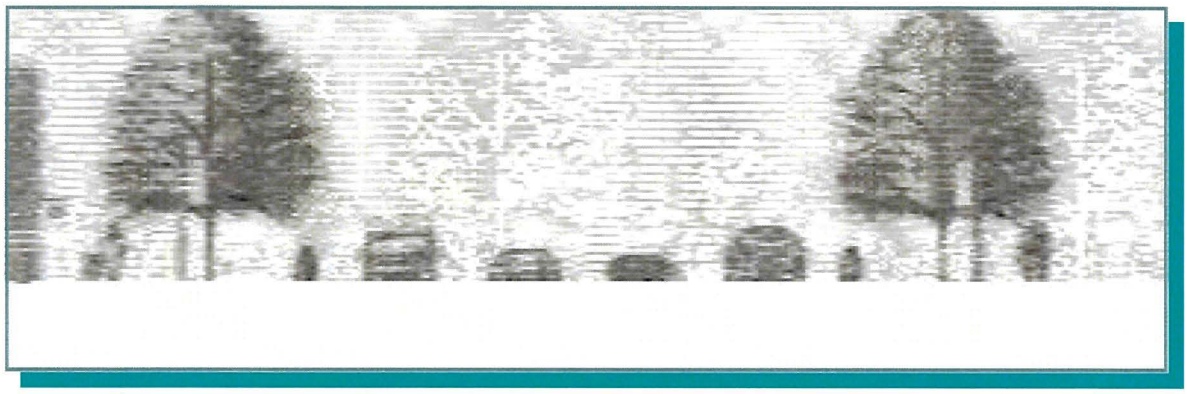
A) A complementary mix and range of land uses, including educational, recreational, and cultural uses;

B) Interconnected networks of streets designed to encourage walking and bicycling, with traffic-calming where desirable;

C) Appropriate densities and intensities of use within walking distance of transit stops;

D) Daily activities within walking distance of residences, allowing independence to persons who do not drive; and

E) Public uses, streets, and squares that are safe, comfortable, and attractive for the pedestrian, with adjoining buildings open to the street and with parking not interfering with pedestrian, transit, automobile, and truck travel modes.



Policy FL.13.06

U.S. 17 Transit Oriented Development (TOD)

Transit Oriented Development (TOD) areas are designated on the Master Land Use Plan along the existing U.S. 17 and adjacent rail corridor. The Transit Oriented Developments (TOD) will be designed to support a multimodal transportation center. The TODs shall consist of residential, commercial, office, and employment generating land uses that benefit from the adjacent rail and highway corridor and will be designed to encourage walking, biking and transit ridership. The TODs shall be characterized by the following:

A) Compact building and site design;

B) A walking and biking environment;

C) A mix of transit-supportive uses;

D) Attention to pedestrian access;

E) Highest concentration of population and employment will be located closest to transit stations;

F) Transit-supportive parking;

G) Development within an area designated as TOD shall contain the following percentage of block types.

1. Mixed Use Blocks - 15% to 80%

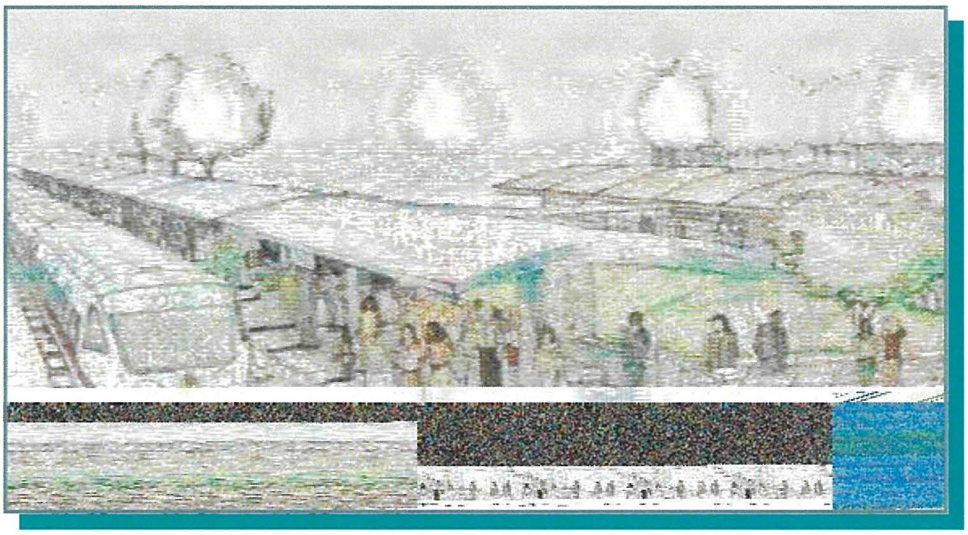
2. Retail Blocks - 0% to 50%

3. Office Blocks - 0% to 60%

4. Residential Blocks - 15% to 60%

5. Civic Blocks - 5% to 30%; and

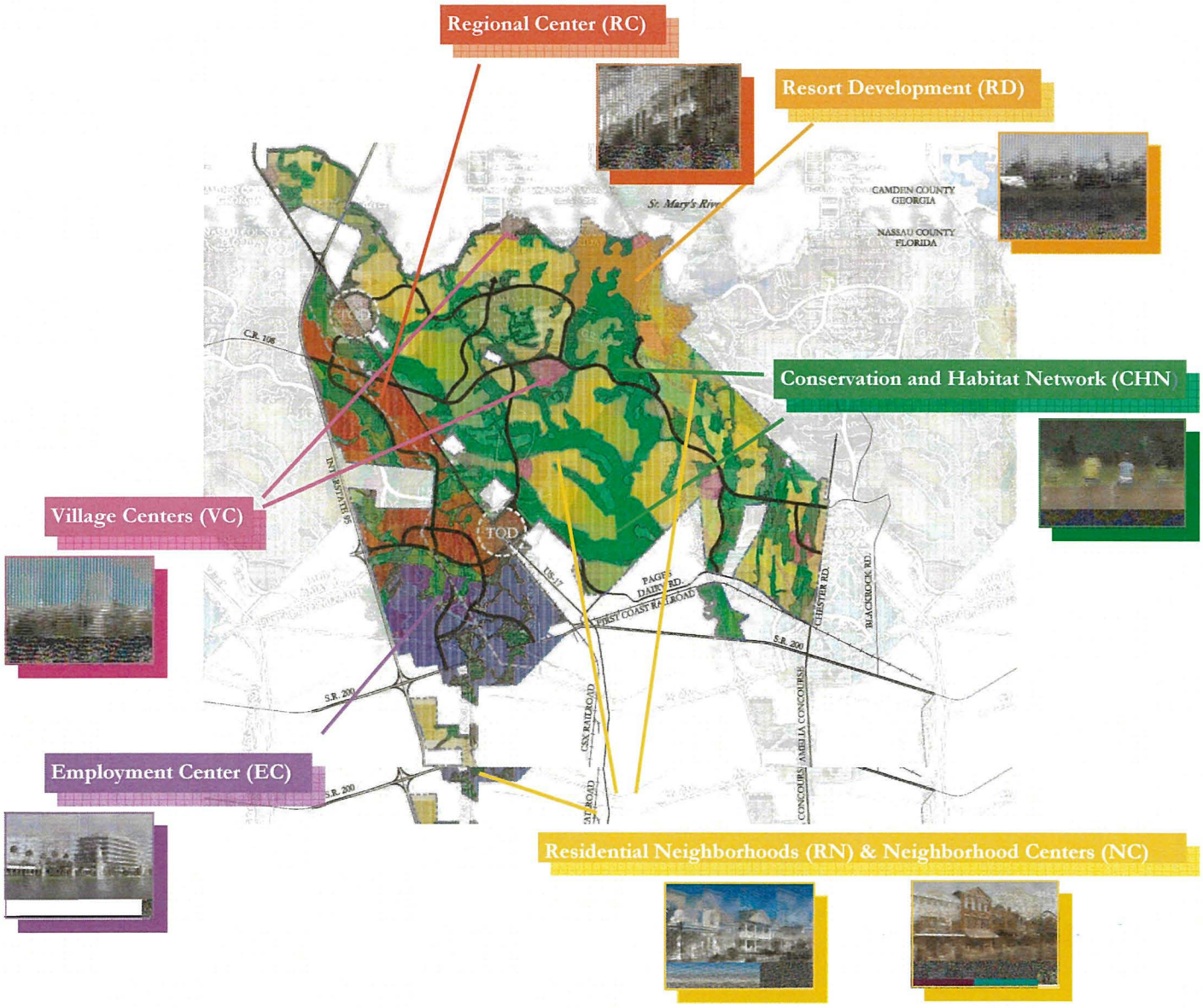
H) On-site parking for commercial and office land uses shall be located behind or beside buildings fronting on primary streets (excluding internal access lanes).



Policy FL.13.07

Land Use Sub-Categories

The following land use sub-category descriptions and general development guidelines and standards shall be used by Nassau County in conjunction with the adopted ENCPA Master Land Use Plan (FLUMS-6) to implement the criteria of Objective FL.13:



A) Conservation and Habitat Network (CHN)





The Conservation and Habitat Network as depicted on Map FLUMS-6 (Master Land Use Plan) is designed to provide viable environmental communities that are sustained during and after development of the ENCPA. The CHN consists of natural waterbodies, wetlands, buffers and other uplands which will not be converted to development uses, but will allow for a variety of passive and nature-oriented recreational uses including, but not limited to, canoeing/kayaking, equestrian activities, walking/hiking and bicycle trails as well as timber management. The CHN contains the connected wetland strands encompassing over 80% of the ENCPA wetlands; and over 80% of the mapped 100 year floodplain. The CHN, as placed under a conservation easement, may be used as mitigation areas for state, Federal and local wetland permitting; and as protected habitats to fulfill state and Federal protected species permitting requirements.

1) CHN General Guidelines and Standards

The Conservation and Habitat Network shall be subject to the following general guidelines and standards:

a) Prior to development of portions of the ENCPA that abut boundaries of the CHN which preserve wildlife habitat, a management plan shall be developed that promotes maintenance of native species diversity in such areas and which may include provision for controlled burns.

b) New roadway crossings of wildlife corridors within the CHN for development activity shall be permitted in conjunction with the design of the internal road network, but shall be minimized to the greatest extent practical.

c) Road crossings within the CHN will be sized appropriately and incorporate fencing or other design features as may be necessary to direct species to the crossing and enhance effectiveness of such crossings.

d) Prior to commencement of development within the ENCPA, an environmental education program shall be developed for the CHN and implemented in conjunction with a property owners association, environmental group or other community association or governmental agency so as to encourage protection of the wildlife and natural habitats incorporated within the CHN.

e) The boundaries of the CHN are identified on Map FLUMS-6. The boundaries of the CHN shall be formally established as conservation tracts or placed under conservation easements when an abutting development parcel to portions of the CHN undergoes development permitting in accordance with the requirements of the St. John's River Water Management District (SJRWMD) and pursuant to the following criteria:

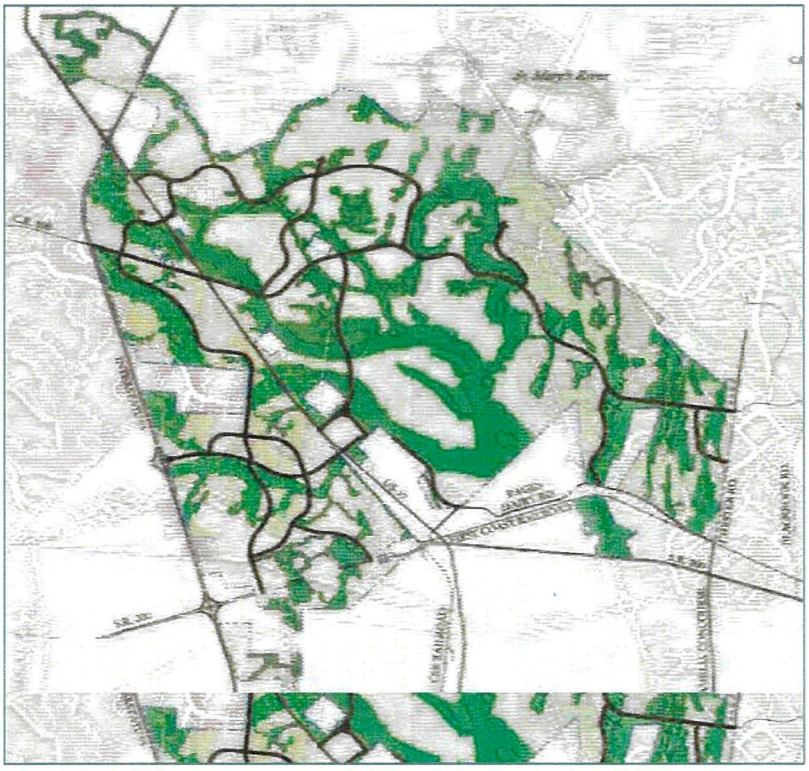
i. As to wetland edges forming the CHN boundary, the final boundary shall be consis-

tent with the limits of the jurisdictional wetlands and associated buffers as established in the applicable SJRWMD permit;

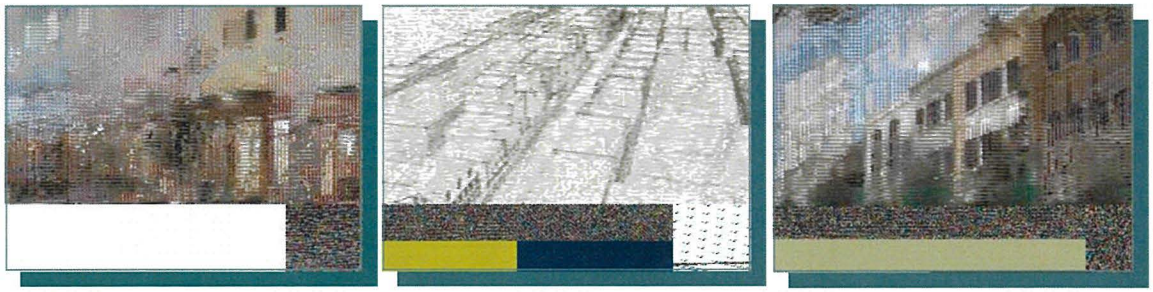
ii. As to upland edges forming the CHN boundary, the final boundary shall be established generally consistent with Map FLUMS-6, recognizing that minor adjustments may be warranted based on more or refined data and any boundary adjustments in the upland area shall (i) continue to provide for an appropriate width given the functions of the CHN in that particular location (i.e., wetlands species or habitat protection), the specific site conditions along such boundary and the wildlife uses to be protected and (ii) ensure that the integrity of the CHN as a wildlife corridor and wetland and species habitat protection area is not materially and adversely affected by alteration of such boundary; and

iii. Boundary modifications meeting all of the criteria described in this Policy subjection shall be incorporated into the Conservation and Habitat Network and the ENCPA Master Land Use Plan upon issuance of the applicable SJRWMD permits and shall be effective without the requirement for an amendment to the Nassau County Future Land Use Map, ENCPA Future Land Use Element Policies or any other Nassau County Comprehensive Plan Elements defined in Chapter 163, F.S.

f) Silvicultural and agricultural activities allowed in the Agricultural classification of the Future Land Use Element of the Nassau County Comprehensive Plan, excluding residential land uses, shall continue to be allowed within the CHN. When the final boundaries of any portion of the CHN are established as described above, a silvicultural management plan will be developed in accordance with best management practices to protect the overall conservation objective of such portion of the CHN.



B) Regional Center (RC)



The Regional Center land use sub-category shall be used to reflect compatible locations for a mixture of high density residential, highway commercial/interchange-related uses, regional-scale retail, commercial, hotel, office, business/research parks and light industrial development. The Regional Center shall provide residential and employment opportunities designed to be supported by the adjacent highway and rail corridors, while encouraging multi-modal transportation options and Transit Oriented Development ("TOD") as located on the Master Land Use Plan.

Range of Allowable Uses: Residential, retail (including highway-oriented, regional malls), vehicle sales, restaurants, big box retailers, and hotels/motels), office, research parks, personal services, business service and light industrial, parks/plazas and other civic uses, public facilities, transit stations and other land uses that are similar and compatible.

Average Net Density: Minimum – 4.0 du/ac.; 7.0 du/ac. in the TODs Maximum – 30 du/ac.

Intensity*: Minimum – 0.25 F.A.R.; 0.50 F.A.R. in the TODs Maximum – 3.00 F.A.R.

** Where residential and non-residential uses are included within the same structure, floor area ratio will exclude those portions devoted to residential dwelling units.*

1) Regional Center General Development Guidelines

Development within the Regional Center land use sub-category shall be zoned to one or more zoning districts consistent with the uses, densities, intensities described above, which zoning shall include County approval of a Preliminary Development Plan (PDP) and shall be consistent with the following general development guidelines:

a) The Regional Center shall be designed to incorporate the key elements of a Multi-Modal Transportation District, pursuant to Policy FL.13.05.

b) Residential development shall be permitted as detached single family units, attached townhomes, multi-family units; and live-work units; residential units may be located above ground floor commercial and professional office. Residential development within the Regional Center is not subject to density bonuses found elsewhere in the Comprehensive Plan.

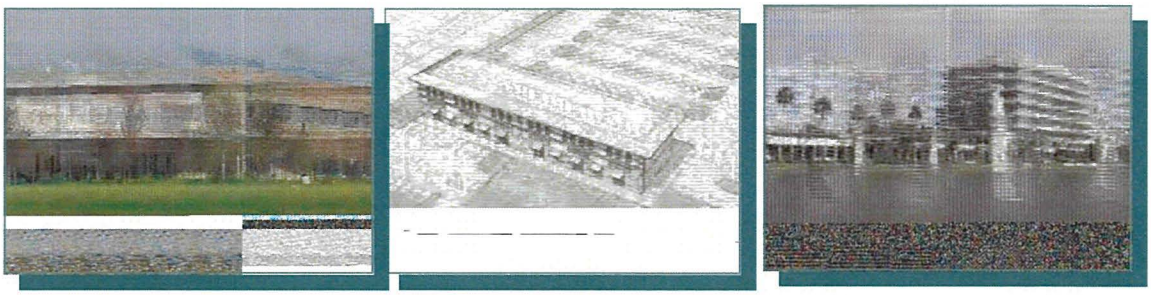
c) Subject to a binding agreement, shared parking areas shall be permitted for all Regional Center uses, including any public and civic land uses. The County's land development regulations may provide reduced minimum parking ratios for development located with a 15-minute walk of a rail transit stop or within a 5-minute walk of a feeder transit line.

d) Development shall be designed to incorporate landscaping and pedestrian amenities such as benches and bicycle parking along neighborhood sidewalks and multi-use paths.

e) Development shall be designed to incorporate high quality plazas and parks that serve residents, employees and visitors of the Regional Center.

f) Development shall be designed to accommodate feeder bus/transit stops.

C) Employment Center (EC)



The Employment Center land use sub-category is intended to provide residential, office, research park, technology, office and service uses, manufacturing, warehousing distribution, commercial and civic uses that serve greater Nassau County and the region. Employment Centers shall be located adjacent to or near other intense land uses and potential transit corridors, including Interstate 95, U.S. Highway 17, S.R. 200/ A-1-A and existing rail lines.

Range of Allowable Uses: Multi-family residential dwellings (whether free standing or part of a mixed use structure), office, personal services, research park, high technology, high value business industry and service uses, manufacturing, warehousing distribution, commercial, hotel and civic uses, public facilities, transit stations and other land uses that are similar and compatible.

Average Net Density: Minimum – 5.00 du/ac. Maximum – 20.00 du/ac.

Intensity*: Minimum – 0.00 F.A.R. Maximum – 1.00 F.A.R.

** Where residential and non-residential uses are included within the same structure, floor area ratio will exclude those portions devoted to residential dwelling units.*

1) Employment Center General Development Guidelines

Development within the Employment Center land use sub-category shall be zoned to one or more zoning districts consistent with the uses, densities and intensities described above. Such zoning shall be subject to County approval of a Preliminary Development Plan (PDP) and shall be consistent with the following general development guidelines:

a) Development in the Employment Center land use sub-category shall be subject to the following land use mix percentage requirements:

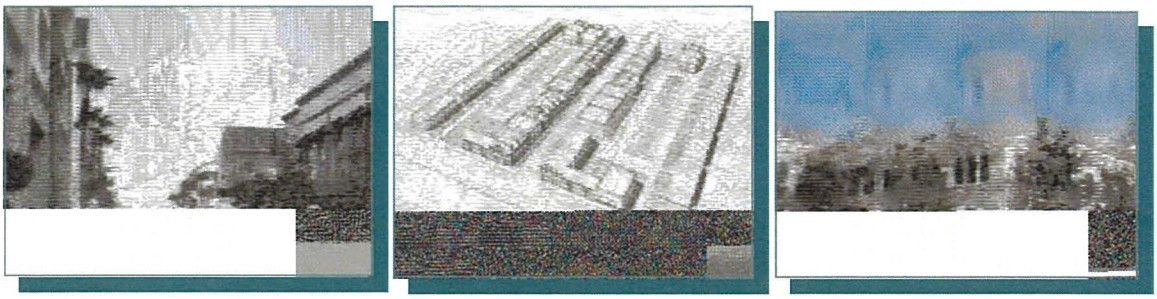
i. Office, research park and business service - 15% to 90%;
ii. Industrial (manufacturing and warehousing distribution) - 0% to 60%;
iii. Support retail, hotel and services - 0% to 10%;
iv. Civic, public facilities and transit stations - 10% minimum; and
v. Residential - 0% to 10%

b) Shared parking areas and garages shall be permitted for all Employment Center uses, including any civic and public facilities.

c) Development shall be designed to incorporate landscaping and pedestrian amenities such as benches and bicycle parking along sidewalks and multi-use paths and streets.

d) Development shall be designed to accommodate feeder bus, bus rapid transit and other transit stops.

D) Village Center (VC)



The purpose of the Village Center land use sub-category is to recognize areas within the ENCPA which shall include a mixture of higher density residential development and larger-scale commercial, office or civic (including schools) land uses are appropriate. Village Centers are intended to support the needs of more than one neighborhood.

Range of Allowable Uses: Single family, two-family, ancillary (accessory) dwelling units; multi-family residential either free standing or in mixed use structures, retail sales, personal services, business and professional offices, recreational and commercial-working waterfront uses, parks/plazas, recreation and open spaces, government, other public uses and other land uses that are similar and compatible.

Average Net Density: Minimum – 7.0 du/ac. Maximum – 20.0 du/ac.

Intensity*: Minimum – 0.20 F.A.R. Maximum – 1.00 F.A.R.

** Where residential and non-residential uses are included within the same structure, floor area ratio will exclude those portions devoted to residential dwelling units.*

1) Village Center General Development Guidelines

Development within the Village Center land use sub-category shall be zoned to one or more zoning districts consistent with the uses, densities, intensities described above. Such zoning shall be subject to County approval of a Preliminary Development Plan (PDP) and shall be consistent with the following general development guidelines:

a) Residential development shall be permitted as single family, multi-family or attached live-work units and shall be permitted above ground floor commercial and professional office.

b) On-site parking for commercial and office land uses shall be located behind or beside buildings fronting on primary streets.

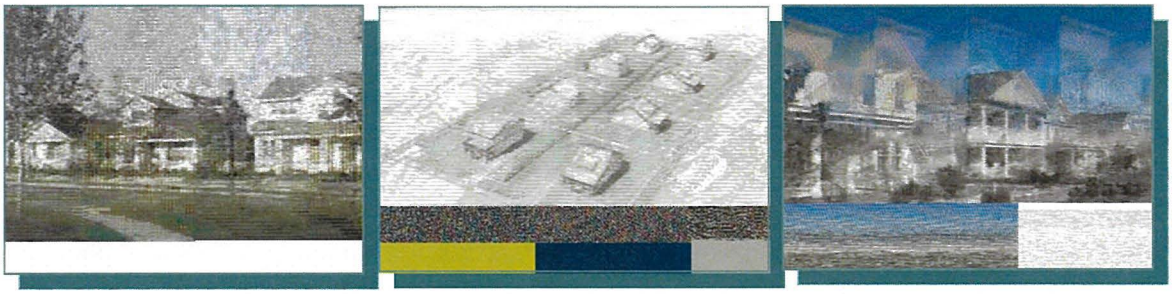
c) Shared parking areas shall be encouraged for all Village Center uses, including any public and civic land uses.

d) Sites shall be designed to incorporate landscaping and pedestrian amenities such as benches and bicycle parking along neighborhood sidewalks and multi-use paths.

e) Sites shall be designed to incorporate plazas and parks that serve the Village Center and surrounding neighborhoods.

f) Sites shall be designed to accommodate existing or future feeder bus/transit stops.

E) Residential Neighborhood (RN)



The Residential Neighborhood ("RN") land use sub-category is intended to create a variety of residential densities, housing types and neighborhoods that are organized around a community Village Center. Development shall be designed using compact land use patterns that are conducive to walking or bicycling.

All neighborhoods shall be served by a connected transportation network suitable for pedestrians, bicycles and motorized vehicles. Streets are to be constructed for slower vehicular travel speed and designed to accommodate transit through reservation of bus bays, etc. Neighborhoods should also be designed to provide public parks and accessible open space, including multi-use paths and trails.

The RN land use sub-category shall be based on a three-tiered residential density approach around designated Village Centers. Tier 1 shall be adjacent to, and generally within, a ¼ mile of designated Village Centers and shall include the highest minimum average net densities of the three (3) tiers. Tier 2 shall be generally located within one (1) mile of designated Village Centers and include slightly lower minimum average net densities. Tier 3 shall be generally located beyond one (1) mile from Village Centers and provide opportunities for the lowest minimum average net densities and large rural lots, while allowing for a clustered residential development pattern. The allowable uses and average net densities for each tier are described below.

Table 18 Average Net Density Proximate to Village Centers (ENCPA)

Development Tier	Minimum Average Net Density	Maximum Average Net Density
Tier 1 – Adjacent to and generally within ¼ mile from Village Centers	5.0 du/ac.	N/A
Tier 2 – Generally between ¼ and one (1) mile from Village Centers	2.5 du/ac.	N/A
Tier 3 – Generally beyond one (1) mile from Village Centers	N/A	0.50 du/ac.*

**Where residential development is not clustered as described in Policy 1.1.13.07(L)(2)(b), Tier 3 shall be limited to a maximum residential density of one (1) dwelling unit per 10 gross developable acres.*

Range of Allowable Uses: Single family detached, two-family, townhomes and multi-family residential; ancillary (accessory) dwelling units; clustered residential lots (in Tier 3); parks; schools and day care centers; other public/civic facilities; and neighborhood scale commercial and office (in Neighborhood Centers), and other land uses that are similar and compatible.

1) Residential Neighborhood General Development Guidelines – Tiers 1 and 2 Only

Development in Tiers 1 and 2 of the Residential Neighborhood land use sub- category shall be zoned to one or more zoning districts consistent with the uses, densities, intensities described above. Such zoning shall be subject to County approval of a Preliminary Development Plan (PDP) and shall be consistent with the following general development guidelines:

a) Private neighborhood parks, plazas and civic areas shall provide an identity for individual neighborhoods.

b) Community or regional parks and community facilities shall be located near or adjacent to planned and existing public school facilities. Joint-use recreational facilities with a public school facility shall be encouraged.

c) Private neighborhood parks are improved areas and shall provide recreational space and may include such amenities as informal play fields, play equipment, seating areas and other such improvements.

d) Private neighborhood parks shall be generally a minimum of ¼ acre in size and publicly accessible.

e) Public schools shall be located in accordance with the goals, objectives and policies of the Public Schools Facilities Element.

f) Stormwater management areas shall be designed as a visual amenity and may count towards the minimum park and common open space requirements when publicly accessible.

g) Transit stops, where public transit is available, should be incorporated as a focal point and designed as a civic feature in a visible and secure setting of the neighborhood.

2) Residential Neighborhood General Development Guidelines – Tier 3 Only

Within Tier 3, the County shall establish measures to achieve the desired rural land use pattern. Development in Tier 3 shall be zoned in one or more districts consistent with the uses, densities, intensities described above. Such zoning shall be subject to County approval of a Preliminary Development Plan (PDP) and shall be consistent with the following general development guidelines:

a) Development shall not exceed an average maximum density of one (1) dwelling unit per ten (10) gross acres. However, where development is clustered to preserve open space, the County shall permit densities up to an average maximum net density of one (1) dwelling unit per two (2) acres.

b) Clustered development areas shall contain a minimum of eight (8) lots and a maximum of thirty (30) lots, with a maximum front lot width of 150 feet.

3) Neighborhood Center (NC)



General Development Guidelines

The Residential Neighborhood land use sub-category may contain centrally located "Neighborhood Centers" that serve as a focal point of a neighborhood and provide limited neighborhood-serving land uses designed to support the daily needs of residents in accordance with the following criteria.

Range of Allowable Uses: General retail, personal services, offices, attached residential and civic uses including religious institutions, day care facilities, parks/plazas, other neighborhood- serving uses, and other land uses that are similar and compatible.

Average Net Density: Consistent with the Residential Neighborhood land use sub-category criteria above

Intensity: Maximum - 0.20 F.A.R.

Development within Neighborhood Centers shall be zoned to one or more zoning districts consistent with the uses, densities, intensities described above. Such zoning shall be subject to County approval of a Preliminary Development Plan (PDP) and shall be consistent with the following general development guidelines:

a) The gross land area for Neighborhood Centers shall include a maximum of twelve (12) acres and shall include a park square or green of at least one (1) acre in area.

b) Residential development shall be permitted as attached live-work units or located above ground floor commercial and professional office.

c) Shared parking areas shall be permitted for all neighborhood center uses, including any public and civic land uses.

F) Resort Development (RD)



The Resort Development land use sub-category is intended for a mixture of seasonal and year-round housing types in a neighborhood- like setting. Non-residential uses such as hotels, restaurants and resort-serving commercial, retail and service uses shall be permitted in the Resort Development land use sub-category.

Range of Allowable Uses: Seasonal and year-round single family detached, two-family, townhomes, apartments, condominiums, timeshares, and ancillary (accessory) dwelling units; parks; golf courses; resort commercial, personal services and office uses; recreational and commercial-working waterfront uses; hotels; educational facilities and day care; other civic facilities essential to neighborhood residents; and other land uses that are similar and compatible.

Average Net Density: Minimum – 4.0 du/ac. Maximum – 20.0 du/ac.

Intensity*: Minimum – 0.00 F.A.R. Maximum – 2.00 F.A.R.

** Where residential and non-residential uses are included within the same structure, floor area ratio will exclude those portions devoted to residential dwelling units.*

1) Resort Development General Development Guidelines

Development in the Resort Development land use sub-category shall be zoned to one or more zoning districts consistent with the uses, densities, intensities described above. Such zoning shall be subject to County approval of a Preliminary Development Plan (PDP) and shall be consistent with the following general development guidelines:

a) Neighborhood parks may provide recreational space and include such amenities as play fields, play equipment, seating areas and other such improvements. Open space may provide alternatives to parks when it provides areas for uses such as hiking, biking or picnicking.

b) Parks shall be a minimum of ¼ acre in size. Parks shall be privately owned and maintained, unless accepted for public dedication.

Policy FL.13.09

St. Marys River Greenway

The St Mary's River Greenway ("Greenway") shall consist of areas with uniquely high topography adjacent to the St Mary's River or Bells River in locations as depicted on the adopted ENCPA Master Land Use Plan (Map FLUMS-6). The Greenway shall be developed in a manner to protect the view shed to and from the river bluffs and preserve portions of the unique visual and physical characteristics of the riverfront and its bluffs. The following development guidelines shall be enforced to ensure consistency with this Policy:

A) The Greenway shall have an average minimum width of one-hundred feet (100'), with a minimum width of fifty feet (50');

B) Development within the Greenway shall include points of public access for the purposes of providing non-vehicular pedestrian connectivity to key locations in the resort area and to the internal ENCPA multi-use pathway system; and

C) Development within the Greenway shall be limited to river access facilities, observation decks and walkways, educational or conservation centers, golf courses, walking trails and other passive recreational uses. Golf course areas within the Greenway shall not be permitted within the minimum required fifty feet (50') buffer area.

Policy FL.13.10

Sustainable Development Program

For the purpose of providing a more sustainable land use pattern, the ENCPA has been designed to restrict development within the designated Conservation Habitat Network and to establish a new regional employment center for Nassau County. Given the significant economic development potential formed by access to planned regional rail service along the U.S. 17 corridor, two existing interchanges and a planned new interchange for Interstate 95, these areas of the ENCPA are uniquely situated to foster job growth and have been designated as a regional employment center. To ensure that a functional land use mix is realized through the ENCPA, the following maximum development program quantities are hereby established:

Table 19 Maximum ENCPA Development Program

2010 – 2015 MAXIMUM ENCPA DEVELOPMENT PROGRAM	
Residential	1,200 Dwelling Units
Non-Residential	1,210,000 Sq. Ft.
2030 MAXIMUM ENCPA DEVELOPMENT PROGRAM (Cumulative)	
Residential	24,000 Dwelling Units
Non-Residential	11,000,000 Sq. Ft.

Policy FL.13.11

Jobs-to-Housing Balance

The ENCPA shall provide a functional mix of land uses to assist the County in achieving a countywide jobs-to-housing balance goal of 1.19 jobs per employed resident. The primary intent for establishing an appropriate jobs-to-housing balance program is to:

A) Support sustainable, energy efficient development patterns by placing residential and non-residential uses in close proximity to each other and thereby, effectively reduce commuting distances for a significant percentage of ENCPA and county residents;

B) Encourage land use patterns that help attract additional job growth for Nassau County; and

C) Maintain a mix of residential and non-residential land uses within the ENCPA that will meet or exceed the established jobs-to-housing balance ratio at buildout, while taking market conditions into consideration.

For purposes of this Policy, ENCPA development shall be considered to have an acceptable jobs-to-housing balance (JHB) if the ratio of proposed jobs to the number of projected employed residents (jobs divided by employed residents) meets or exceeds 0.84 at buildout. Calculations shall be based upon 1.21employed residents per household and typical 450 square feet per employee by land use.

Policy FL.13.12

Distribution of Uses by Land Use Sub-Category

The following minimum and maximum uses within each ENCPA land use sub-category are required to implement mixed-use controls, ensure an appropriate spatial relationship between housing and services and demonstrate the ability to achieve the desired jobs-to-housing balance ratio in Nassau County. The specific mixture of uses shall be established and monitored by the County through the Preliminary Development Plan review processes.

Table 20 Distribution of Uses in ENCPA by Land Use Sub-Category

Land Use Sub-Category	Maximum Residential Uses* (dwelling units)	Minimum Non-residential Uses* (Building Sq. Ft.)
Regional Center and Employment Center (combined**)	7,500-9,000**	9,000,000 – 10,000,000
Resort Development	2,500 – 3,500	400,000 – 500,000
Village Center	2,000 – 3,000	700,000 – 850,000
Residential Neighborhood	9,000 – 11,000	150,000 – 200,000

** Total residential units and non-residential square footage shall not exceed the committed development program of 24,000 residential units and 17,000,000 square feet of non-residential uses*

*** Residential Uses in the Employment Center land use subcategory shall not exceed 1,500 units*

Policy FL.13.13

Silvicultural and Agricultural Activities

The size and scope of the ENCPA contemplates a long range planning horizon and the desire to allow for continued silvicultural and agricultural activities until parcels are otherwise developed. Silvicultural and agricultural activities, which include residential uses at a density not to exceed one dwelling unit per 20 acres, shall be allowed within planned development parcels of the ENCPA until such time as building permits are issued for a development parcel. Thereafter, such activities shall be limited to the range of allowable uses for the applicable land use sub-category, unless silvicultural and agricultural uses are otherwise provided for by the development order applicable to such parcel.

Policy FL.13.14

Master Land Use Plan

The East Nassau Community Planning Area (ENCPA) Master Land Use Plan, illustrated at a measurable scale on Map FLUMS-6, is adopted as part of the Future Land Use Map series. It is a guide for the development pattern within the ENCPA and depicts the general location of land use sub-categories required to support the ENCPA development principles and policies. The character of each land use sub-category is further defined by residential density, range of permitted uses and non-residential intensities. The Master Land Use Plan may be modified in conjunction with a Preliminary Development Plan without a Comprehensive Plan amendment, provided that:

A) The modification does not increase or decrease the ENCPA boundary; and

B) The modification does not increase the overall development program as identified in Policy FL.13.10; and

C) The modification is found consistent with the development principles and respective ENCPA FLUE policies; and

D) The modification is approved in conjunction a development order, resolution or ordinance adopted by the Board of County Commissioners pursuant to public notice and public hearing; and

E) Modifications to the Conservation Habitat Network (CHN) boundaries shall follow the general guidelines and standards set forth in Policy FL.13.07(A)(1).

Policy FL.13.15

Common Open Space

In addition to water bodies, wetlands, greenways and conservation areas which appear on the ENCPA Master Land Use Plan (Map FLUMS-6), the ENCPA land use sub-categories shall include areas designated as common open space. Common open space shall be in the form of neighborhood parks, squares, mews, greens, recreational trails and/or multi-use paths and shall be distributed throughout each respective Preliminary Development Plan. Stormwater facilities that are designed as a visual project amenity may also be counted towards this requirement.

Policy FL.13.16

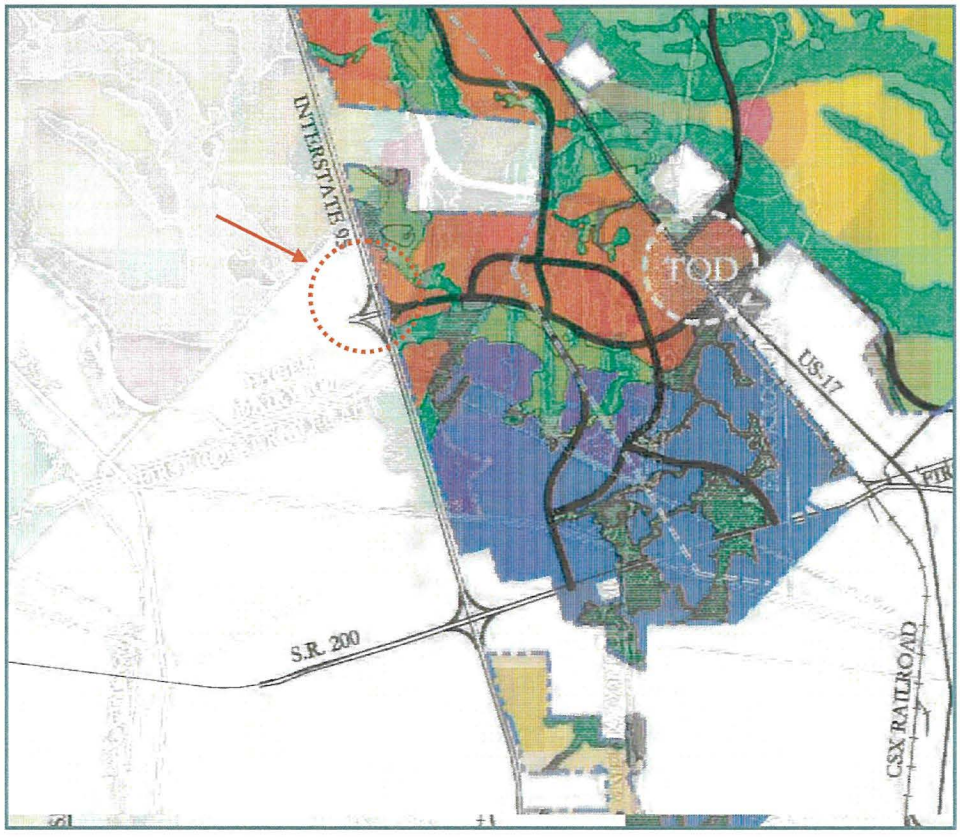
Public Water and Wastewater Utilities

All development within the ENCPA shall be served by central water and wastewater service.

Policy FL.13.17

New Interstate 95 Interchange

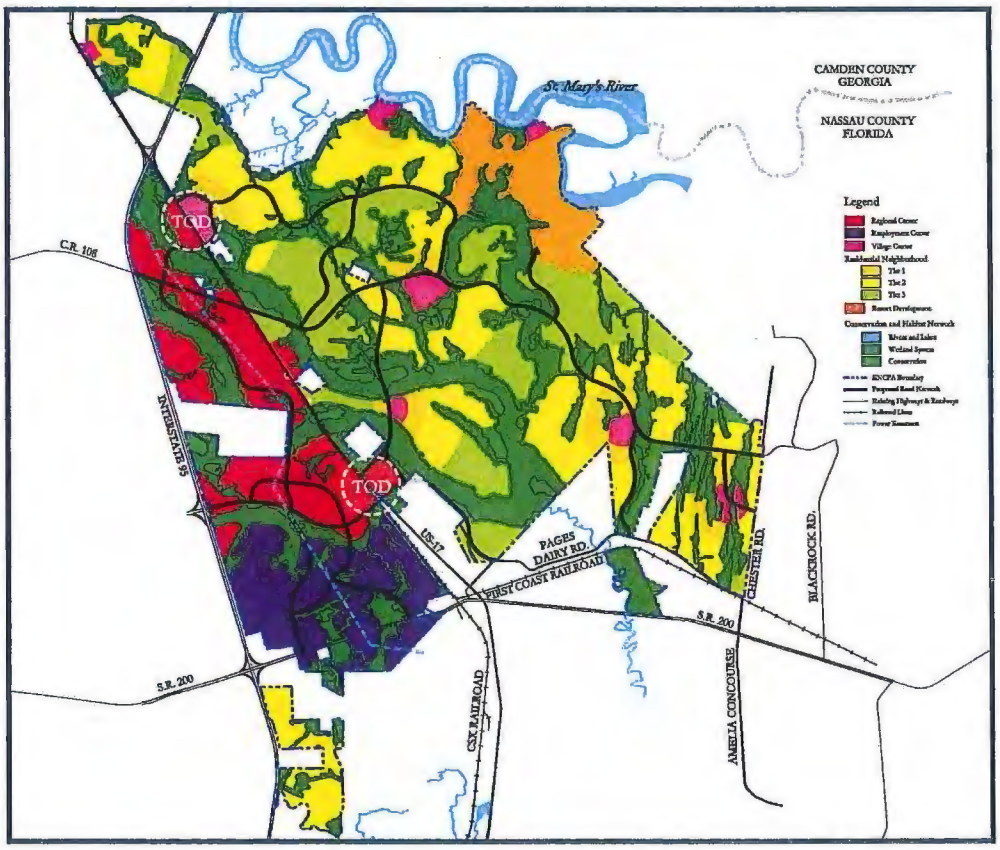
The new Interstate 95 interchange depicted on the East Nassau Community Planning Area (ENCPA) Master Land Use Plan (MLUP) serving the regional center is conceptual in nature. Illustration of the interchange has been provided as an aid for understanding the components of the County's long range transportation network and its location does not bind any public or private entity for its future construction. A final decision on the planning design and construction of an interchange in this general location shall be subject to federal and state requirements for interchange justification.



OBJECTIVE FL.13

East Nassau Community Planning Area

Consistent with the Multi-Use Community Planning Area land use provisions of Future Land Use Element Policy FL.01.02, the East Nassau Community Planning Area (ENCPA) is hereby created and adopted. The principles and standards of the following policies will be implemented during future development orders within the ENCPA and are enforceable as provided for in Chapter 163, F.S. The ENCPA shall recognize the inherent, integral relationship between transportation, land use and urban design and the degree that these elements affect one another and shall provide high value regional employment and economic development opportunities through the promotion of compatible and financially sustainable land use patterns. To facilitate the use of multiple modes of transportation, leading to a reduction in automobile use and vehicle miles traveled, development shall be in the form of complete communities that discourage urban sprawl; strengthen long range transportation planning efforts through creation of parallel transportation corridors, walkable and transit-supporting environments; preserve environmental resources; and create a greater diversity of housing types and prices.



Policy FL.13.01

Development Principles

Nassau County shall promote a sustainable and efficient land use pattern within the ENCPA by requiring development within the ENCPA to incorporate the following development principles:

A) Protect certain unique physical and visual characteristics of the ENCPA which include bluff topography, the St. Mary's River, Lofton Creek and significant historic or archaeological resources; and

B) Create a connected network of community amenities consisting of public parks, multi-use pathways, schools and playfields; and

C) Provide a variety of housing types with the higher residential densities near village centers; and

D) Design communities that support alternative modes of transportation with an emphasis on bicycle and pedestrian mobility and the opportunity for rail or bus rapid transit component located along the existing railroad corridor and U.S. 17 corridor; and

E) Dedicated rights-of-way designed to accommodate necessary utility infrastructure, dedicated bike lanes and a variety of transit opportunities; and

F) Enable regional employment and activity centers that encourage targeted economic development and job-supporting uses that maximize the benefits of existing or reserved highways, rail and transit-accommodating corridors; and

G) Conserve energy, conserve water resources and reduce greenhouse gas emissions through innovative, energy-efficient building construction and development practices; and

H) Establish a Conservation and Habitat Network of uplands, wetlands, blackwater creeks and wildlife corridors that define, connect and protect significant natural habitats; and

I) Accommodate a new interchange at Interstate 95 to serve the ENCPA and facilitate implementation of the Long Range Transportation Plan.

Policy FL.13.02

Definitions and Interpretations

For the purpose of Objective FL.13 and its supporting Policies, the following terms, phrases, words and their derivations shall have the meaning contained herein, except where the context clearly requires otherwise. Terms not otherwise defined herein shall be first interpreted by reference to the Nassau County Land Development Code, if specifically defined therein; and secondly by reference to generally accepted planning, engineering, or other professional terminology if technical, and otherwise according to common usage, unless the context clearly indicates otherwise. In each case, the range of allowable uses shall be broadly interpreted so as to allow those types of uses compatible with listed uses in these ENCPA policies and consistent with the overall intent of the applicable land use sub-category.

A) Block: A unit of land bounded by streets or a combination of streets and public land, railroad rights-of-way, waterways, or other barrier to the continuity of development.

B) Block, Civic: A block where civic space or uses exceed 75% of the total block land area.

C) Block, Mixed-Use: A block with a minimum of two (2) land uses, with one (1) of the land uses being residential. For any mixed use block containing only 2 land uses, neither land uses shall represent less than 25% of the total block floor area. For any mixed use block containing three (3) or more land uses, none of the land uses shall contain less than 15% of the total block floor area.

D) Block, Office: A block where office uses exceed 75% of the total block floor area.

E) Block, Residential: A block where residential uses exceed 75% of the total block floor area.

F) Block, Retail: A block where retail, eating/drinking and service uses exceed 75% of the total block floor area.

G) Common Area: Any portion of a development designed and intended to be used in common by the owners, residents or tenants of the development. These areas may contain such complementary structures and improvements as are necessary and appropriate for the benefit and enjoyment of the owners, residents or tenants.

H) Common Open Space: All open space, or portions thereof, including landscaping, screening, and buffering, which is part of a common area.

I) Density (Residential): The number of residential dwelling units per unit of land.

J) Density, Average Net (Residential): The residential density, based on the area of a development site, less waterbodies, wetlands, designated public lands, conservation uplands, public open space and stormwater management areas.

K) Development Site: The property under consideration for a development, which may contain one or more potential building sites. Where the development site may contain more than one building site, any applicable development site setback requirements may be established from the development site perimeter.

L) Intensity (of Use): The bulk or mass of a use upon a building site or development site, as expressed by either residential density or non-residential floor area ratio (F.A.R.), which is the gross floor area of all buildings or structures on a development site divided by its developable area.

M) Minimum/Maximum Intensity Criteria: In land use sub-categories where mixed use development is permitted or required, a development site shall meet the following minimum and/or maximum

intensity criteria.

1. Minimum intensity criteria:

a) Residential development shall meet the minimum residential average net density required within the land use sub-category; or

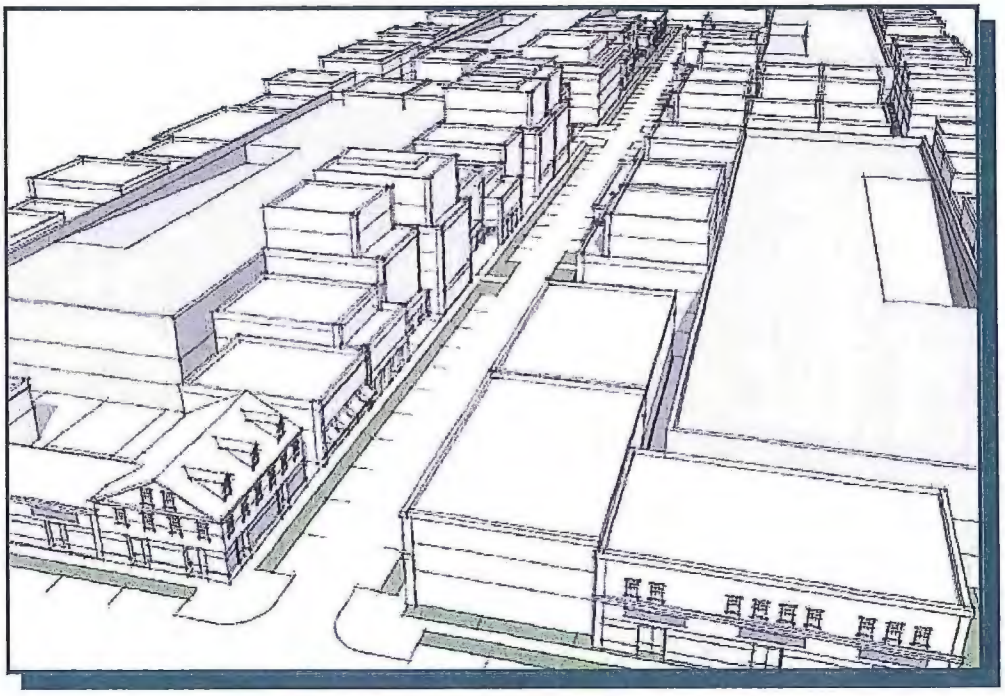
b) Non-residential development shall meet the minimum F.A.R. required within the land use sub-category; or

c) Where both residential and non-residential development is proposed or required, the percentage sum of both the minimum residential average net density and the minimum F.A.R., when calculated separately, equals or exceeds 100%.

2. Maximum intensity criterion:

a) Where both residential and non-residential development is proposed or required, the maximum residential average net density and maximum F.A.R. standards shall be considered and applied separately.

N) Preliminary Development Plan (PDP): The procedures, review criteria and application requirements provided for in the Nassau County Land Development Code. To ensure that development in the ENCPA achieves the principles of Policy FL.13.01, the PDP shall include a minimum of one-hundred (100) gross acres.



Policy FL.13.03

Green Development Practices

Development within the ENCPA shall promote sustainable community and building design techniques and energy conservation strategies consistent with recognized green building standards. These techniques and strategies shall be established during the Nassau County development review process and shall include the following:

A) Protecting and enhancing natural systems, as provided for in Policy FL.13.07.(A);

B) Considering surface waters, conservation lands and environmental open space as a visual amenity;

C) Encouraging alternative modes of transportation that reduce the average vehicle miles traveled and greenhouse gas emissions;

D) Developing incentives for water conservation;

E) Incorporating Florida water-wise vegetation and natural (native) planting area into site landscaping to limit and reduce the use of potable water;

F) Providing education to promote green living practices; and

G) Promoting energy conservation by encouraging green building practices.

Policy FL.13.04

Recreational Trails and Multi-Use Pathways

As a means of promoting walkability and connectivity, recreational trails and multi-use pathways shall be required as an integral component of development in the ENCPA. Such trails and pathways may be developed in lieu of a sidewalk when located alongside an arterial, collector or local roadway. In addition, minimum design and safety standards for all recreational trails and multi-use paths shall be established during the Nassau County development review process.

Policy FL.13.05

Multi-Modal Transportation District Design

In accordance with the requirements of Chapter 163.3184 F.S. and subject to approval by the Florida Department of Community Affairs (DCA) and the Florida Department of Transportation (FDOT), Nassau County may designate the ENCPA Regional Center as a Multi-Modal Transportation District (MMTD). In anticipation of a future designation, development within the ENCPA Regional Center shall incorporate the following:

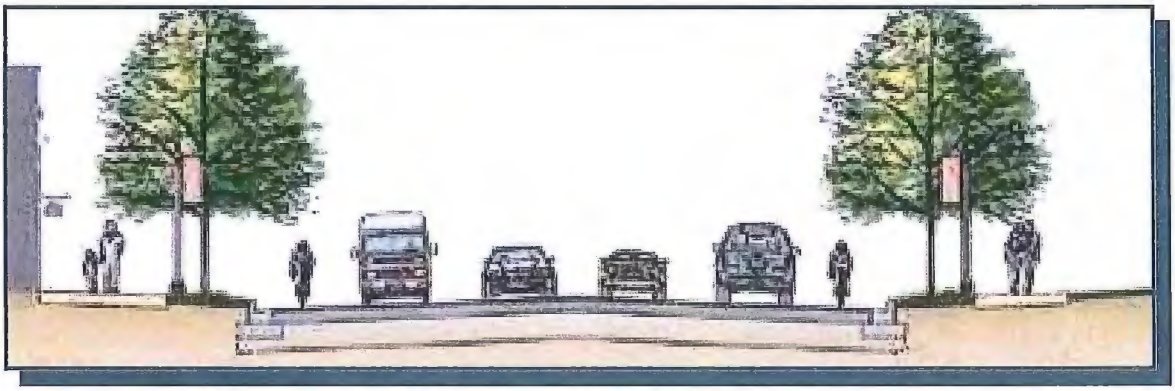
A) **A complementary mix and range of land uses, including educational, recreational, and cultural uses;**

B) **Interconnected networks of streets designed to encourage walking and bicycling, with traffic-calming where desirable;**

C) **Appropriate densities and intensities of use within walking distance of transit stops;**

D) **Daily activities within walking distance of residences, allowing independence to persons who do not drive; and**

E) **Public uses, streets, and squares that are safe, comfortable, and attractive for the pedestrian, with adjoining buildings open to the street and with parking not interfering with pedestrian, transit, automobile, and truck travel modes.**



Policy FL.13.06

U.S. 17 Transit Oriented Development (TOD)

Transit Oriented Development (TOD) areas are designated on the Master Land Use Plan along the existing U.S. 17 and adjacent rail corridor. The Transit Oriented Developments (TOD) will be designed to support a multimodal transportation center. The TODs shall consist of residential, commercial, office, and employment generating land uses that benefit from the adjacent rail and highway corridor and will be designed to encourage walking, biking and transit ridership. The TODs shall be characterized by the following:

A) **Compact building and site design;**

B) **A walking and biking environment;**

C) **A mix of transit-supportive uses;**
D) **Attention to pedestrian access;**

E) **Highest concentration of population and employment will be located closest to transit stations;**

F) **Transit-supportive parking;**

G) **Development within an area designated as TOD shall contain the following percentage of block types.**

1. Mixed Use Blocks - 15% to 80%

2. Retail Blocks - 0% to 50%

3. Office Blocks - 0% to 60%

4. Residential Blocks - 15% to 60%

5. Civic Blocks - 5% to 30%; and

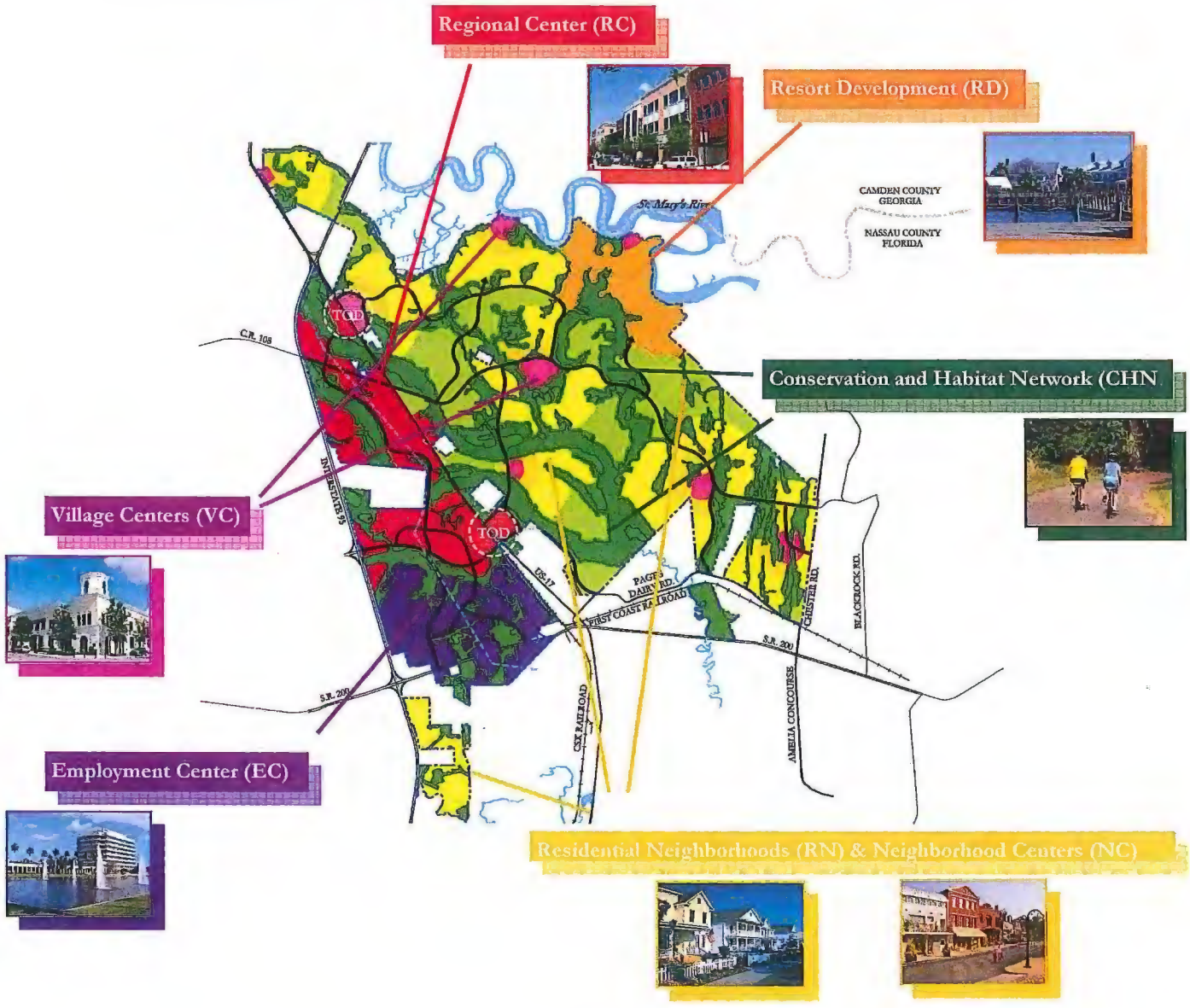
H) **On-site parking for commercial and office land uses shall be located behind or beside buildings fronting on primary streets (excluding internal access lanes).**



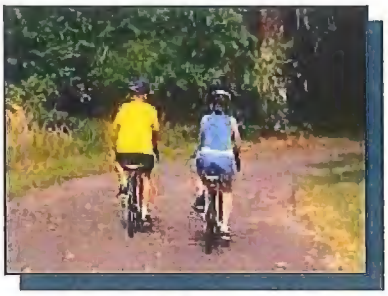
Policy FL.13.07

Land Use Sub-Categories

The following land use sub-category descriptions and general development guidelines and standards shall be used by Nassau County in conjunction with the adopted ENCPA Master Land Use Plan (FLUMS-6) to implement the criteria of Objective FL.13:



A) Conservation and Habitat Network (CHN)





The Conservation and Habitat Network as depicted on Map FLUMS-6 (Master Land Use Plan) is designed to provide viable environmental communities that are sustained during and after development of the ENCPA. The CHN consists of natural waterbodies, wetlands, buffers and other uplands which will not be converted to development uses, but will allow for a variety of passive and nature-oriented recreational uses including, but not limited to, canoeing/kayaking, equestrian activities, walking/hiking and bicycle trails as well as timber management. The CHN contains the connected wetland strands encompassing over 80% of the ENCPA wetlands; and over 80% of the mapped 100 year floodplain. The CHN, as placed under a conservation easement, may be used as mitigation areas for state, Federal and local wetland permitting; and as protected habitats to fulfill state and Federal protected species permitting requirements.

1) CHN General Guidelines and Standards

The Conservation and Habitat Network shall be subject to the following general guidelines and standards:

a) Prior to development of portions of the ENCPA that abut boundaries of the CHN which preserve wildlife habitat, a management plan shall be developed that promotes maintenance of native species diversity in such areas and which may include provision for controlled burns.

b) New roadway crossings of wildlife corridors within the CHN for development activity shall be permitted in conjunction with the design of the internal road network, but shall be minimized to the greatest extent practical.

c) Road crossings within the CHN will be sized appropriately and incorporate fencing or other design features as may be necessary to direct species to the crossing and enhance effectiveness of such crossings.

d) Prior to commencement of development within the ENCPA, an environmental education program shall be developed for the CHN and implemented in conjunction with a property owners association, environmental group or other community association or governmental agency so as to encourage protection of the wildlife and natural habitats incorporated within the CHN.

e) The boundaries of the CHN are identified on Map FLUMS-6. The boundaries of the CHN shall be formally established as conservation tracts or placed under conservation easements when an abutting development parcel to portions of the CHN undergoes development permitting in accordance with the requirements of the St. John's River Water Management District (SJRWMD) and pursuant to the following criteria:

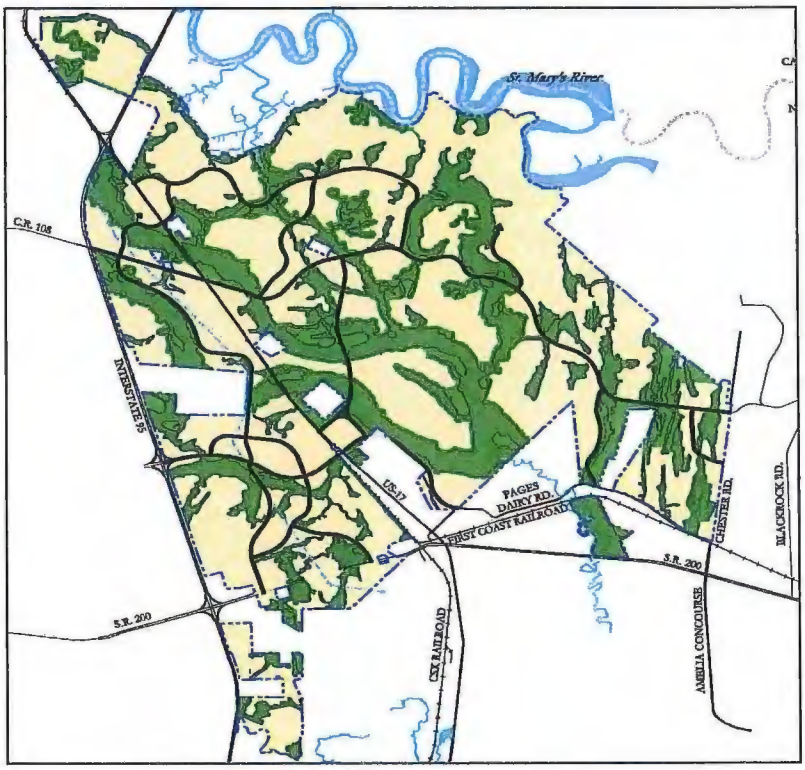
i. As to wetland edges forming the CHN boundary, the final boundary shall be consis-

tent with the limits of the jurisdictional wetlands and associated buffers as established in the applicable SJRWMD permit;

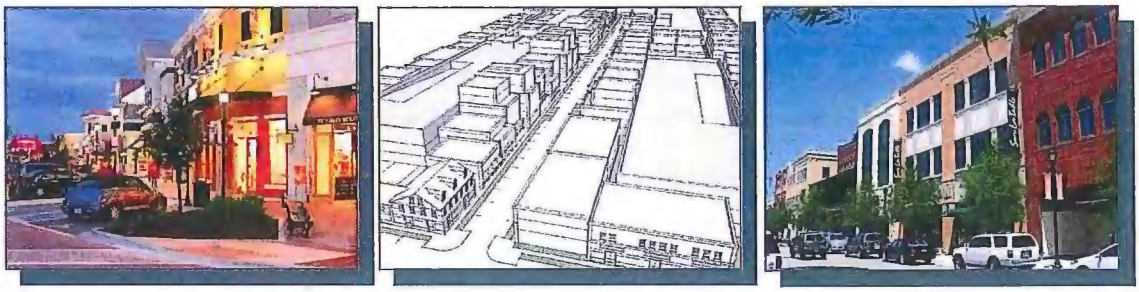
ii. As to upland edges forming the CHN boundary, the final boundary shall be established generally consistent with Map FLUMS-6, recognizing that minor adjustments may be warranted based on more or refined data and any boundary adjustments in the upland area shall (i) continue to provide for an appropriate width given the functions of the CHN in that particular location (i.e., wetlands species or habitat protection), the specific site conditions along such boundary and the wildlife uses to be protected and (ii) ensure that the integrity of the CHN as a wildlife corridor and wetland and species habitat protection area is not materially and adversely affected by alteration of such boundary; and

iii. Boundary modifications meeting all of the criteria described in this Policy subjection shall be incorporated into the Conservation and Habitat Network and the ENCPA Master Land Use Plan upon issuance of the applicable SJRWMD permits and shall be effective without the requirement for an amendment to the Nassau County Future Land Use Map, ENCPA Future Land Use Element Policies or any other Nassau County Comprehensive Plan Elements defined in Chapter 163, F.S.

f) Silvicultural and agricultural activities allowed in the Agricultural classification of the Future Land Use Element of the Nassau County Comprehensive Plan, excluding residential land uses, shall continue to be allowed within the CHN. When the final boundaries of any portion of the CHN are established as described above, a silvicultural management plan will be developed in accordance with best management practices to protect the overall conservation objective of such portion of the CHN.



B) Regional Center (RC)



The Regional Center land use sub-category shall be used to reflect compatible locations for a mixture of high density residential, highway commercial/interchange-related uses, regional-scale retail, commercial, hotel, office, business/research parks and light industrial development. The Regional Center shall provide residential and employment opportunities designed to be supported by the adjacent highway and rail corridors, while encouraging multi-modal transportation options and Transit Oriented Development ("TOD") as located on the Master Land Use Plan.

Range of Allowable Uses: Residential, retail (including highway-oriented, regional malls), vehicle sales, restaurants, big box retailers, and hotels/motels), office, research parks, personal services, business service and light industrial, parks/plazas and other civic uses, public facilities, transit stations and other land uses that are similar and compatible.

Average Net Density: Minimum – 4.0 du/ac.; 7.0 du/ac. in the TODs Maximum – 30 du/ac.

Intensity*: Minimum – 0.25 F.A.R.; 0.50 F.A.R. in the TODs Maximum – 3.00 F.A.R.

** Where residential and non-residential uses are included within the same structure, floor area ratio will exclude those portions devoted to residential dwelling units.*

1) Regional Center General Development Guidelines

Development within the Regional Center land use sub-category shall be zoned to one or more zoning districts consistent with the uses, densities, intensities described above, which zoning shall include County approval of a Preliminary Development Plan (PDP) and shall be consistent with the following general development guidelines:

a) The Regional Center shall be designed to incorporate the key elements of a Multi-Modal Transportation District, pursuant to Policy FL.13.05.

b) Residential development shall be permitted as detached single family units, attached townhomes, multi-family units; and live-work units; residential units may be located above ground floor commercial and professional office. Residential development within the Regional Center is not subject to density bonuses found elsewhere in the Comprehensive Plan.

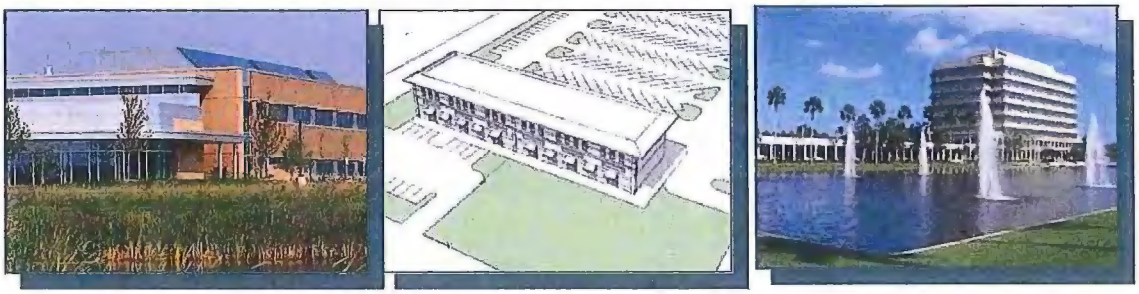
c) Subject to a binding agreement, shared parking areas shall be permitted for all Regional Center uses, including any public and civic land uses. The County's land development regulations may provide reduced minimum parking ratios for development located with a 15-minute walk of a rail transit stop or within a 5-minute walk of a feeder transit line.

d) Development shall be designed to incorporate landscaping and pedestrian amenities such as benches and bicycle parking along neighborhood sidewalks and multi-use paths.

e) Development shall be designed to incorporate high quality plazas and parks that serve residents, employees and visitors of the Regional Center.

f) Development shall be designed to accommodate feeder bus/transit stops.

C) Employment Center (EC)



The Employment Center land use sub-category is intended to provide residential, office, research park, technology, office and service uses, manufacturing, warehousing distribution, commercial and civic uses that serve greater Nassau County and the region. Employment Centers shall be located adjacent to or near other intense land uses and potential transit corridors, including Interstate 95, U.S. Highway 17, S.R. 200/ A-1-A and existing rail lines.

Range of Allowable Uses: Multi-family residential dwellings (whether free standing or part of a mixed use structure), office, personal services, research park, high technology, high value business industry and service uses, manufacturing, warehousing distribution, commercial, hotel and civic uses, public facilities, transit stations and other land uses that are similar and compatible.

Average Net Density: Minimum – 5.00 du/ac. Maximum – 20.00 du/ac.

Intensity*: Minimum – 0.00 F.A.R. Maximum – 1.00 F.A.R.

** Where residential and non-residential uses are included within the same structure, floor area ratio will exclude those portions devoted to residential dwelling units.*

1) Employment Center General Development Guidelines

Development within the Employment Center land use sub-category shall be zoned to one or more zoning districts consistent with the uses, densities and intensities described above. Such zoning shall be subject to County approval of a Preliminary Development Plan (PDP) and shall be consistent with the following general development guidelines:

a) Development in the Employment Center land use sub-category shall be subject to the following land use mix percentage requirements:

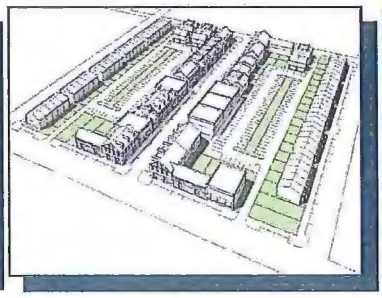
i. Office, research park and business service - 15% to 90%;
ii. Industrial (manufacturing and warehousing distribution) - 0% to 60%;
iii. Support retail, hotel and services - 0% to 10%;
iv. Civic, public facilities and transit stations - 10% minimum; and
v. Residential - 0% to 10%

b) Shared parking areas and garages shall be permitted for all Employment Center uses, including any civic and public facilities.

c) Development shall be designed to incorporate landscaping and pedestrian amenities such as benches and bicycle parking along sidewalks and multi-use paths and streets.

d) Development shall be designed to accommodate feeder bus, bus rapid transit and other transit stops.

D) Village Center (VC)


The purpose of the Village Center land use sub-category is to recognize areas within the ENCPA which shall include a mixture of higher density residential development and larger-scale commercial, office or civic (including schools) land uses are appropriate. Village Centers are intended to support the needs of more than one neighborhood.

Range of Allowable Uses: Single family, two-family, ancillary (accessory) dwelling units; multi-family residential either free standing or in mixed use structures, retail sales, personal services, business and professional offices, recreational and commercial-working waterfront uses, parks/ plazas, recreation and open spaces, government, other public uses and other land uses that are similar and compatible.

Average Net Density: Minimum – 7.0 du/ac. Maximum – 20.0 du/ac.

Intensity*: Minimum – 0.20 F.A.R. Maximum – 1.00 F.A.R.

** Where residential and non-residential uses are included within the same structure, floor area ratio will exclude those portions devoted to residential dwelling units.*

1) Village Center General Development Guidelines

Development within the Village Center land use sub-category shall be zoned to one or more zoning districts consistent with the uses, densities, intensities described above. Such zoning shall be subject to County approval of a Preliminary Development Plan (PDP) and shall be consistent with the following general development guidelines:

a) Residential development shall be permitted as single family, multi-family or attached live-work units and shall be permitted above ground floor commercial and professional office.

b) On-site parking for commercial and office land uses shall be located behind or beside buildings fronting on primary streets.

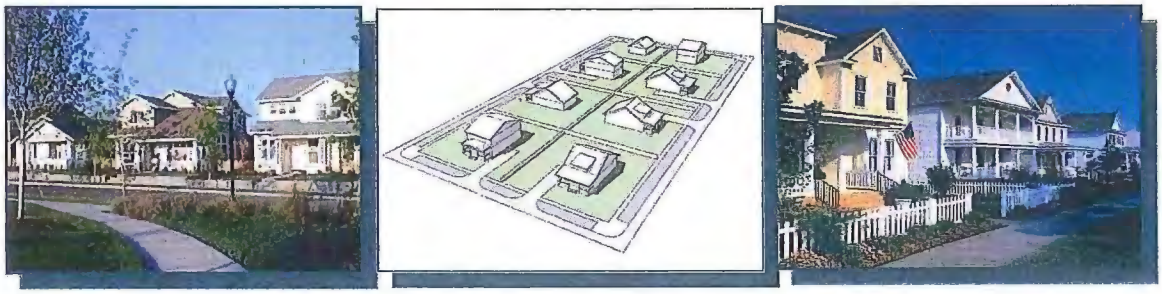
c) Shared parking areas shall be encouraged for all Village Center uses, including any public and civic land uses.

d) Sites shall be designed to incorporate landscaping and pedestrian amenities such as benches and bicycle parking along neighborhood sidewalks and multi-use paths.

e) Sites shall be designed to incorporate plazas and parks that serve the Village Center and surrounding neighborhoods.

f) Sites shall be designed to accommodate existing or future feeder bus/transit stops.

E) Residential Neighborhood (RN)



The Residential Neighborhood ("RN") land use sub-category is intended to create a variety of residential densities, housing types and neighborhoods that are organized around a community Village Center. Development shall be designed using compact land use patterns that are conducive to walking or bicycling.

All neighborhoods shall be served by a connected transportation network suitable for pedestrians, bicycles and motorized vehicles. Streets are to be constructed for slower vehicular travel speed and designed to accommodate transit through reservation of bus bays, etc. Neighborhoods should also be designed to provide public parks and accessible open space, including multi-use paths and trails.

The RN land use sub-category shall be based on a three-tiered residential density approach around designated Village Centers. Tier 1 shall be adjacent to, and generally within, a ¼ mile of designated Village Centers and shall include the highest minimum average net densities of the three (3) tiers. Tier 2 shall be generally located within one (1) mile of designated Village Centers and include slightly lower minimum average net densities. Tier 3 shall be generally located beyond one (1) mile from Village Centers and provide opportunities for the lowest minimum average net densities and large rural lots, while allowing for a clustered residential development pattern. The allowable uses and average net densities for each tier are described below.

Table 18 Average Net Density Proximate to Village Centers (ENCPA)

Development Tier	Minimum Average Net Density	Maximum Average Net Density
Tier 1 – Adjacent to and generally within ¼ mile from Village Centers	5.0 du/ac.	N/A
Tier 2 – Generally between ¼ and one (1) mile from Village Centers	2.5 du/ac.	N/A
Tier 3 – Generally beyond one (1) mile from Village Centers	N/A	0.50 du/ac.*

**Where residential development is not clustered as described in Policy FL.13.07(E)(2)(b), Tier 3 shall be limited to a maximum residential density of one (1) dwelling unit per 10 gross developable acres.*

Range of Allowable Uses: Single family detached, two-family, townhomes and multi-family residential; ancillary (accessory) dwelling units; clustered residential lots (in Tier 3); parks; schools and day care centers; other public/civic facilities; and neighborhood scale commercial and office (in Neighborhood Centers), and other land uses that are similar and compatible.

1) Residential Neighborhood General Development Guidelines – Tiers 1 and 2 Only

Development in Tiers 1 and 2 of the Residential Neighborhood land use sub- category shall be zoned to one or more zoning districts consistent with the uses, densities, intensities described above. Such zoning shall be subject to County approval of a Preliminary Development Plan (PDP) and shall be consistent with the following general development guidelines:

a) Private neighborhood parks, plazas and civic areas shall provide an identity for individual neighborhoods.

b) Community or regional parks and community facilities shall be located near or adjacent to planned and existing public school facilities. Joint-use recreational facilities with a public school facility shall be encouraged.

c) Private neighborhood parks are improved areas and shall provide recreational space and may include such amenities as informal play fields, play equipment, seating areas and other such improvements.

d) Private neighborhood parks shall be generally a minimum of ¼ acre in size and publicly accessible.

e) Public schools shall be located in accordance with the goals, objectives and policies of the Public Schools Facilities Element.

f) Stormwater management areas shall be designed as a visual amenity and may count towards the minimum park and common open space requirements when publicly accessible.

g) Transit stops, where public transit is available, should be incorporated as a focal point and designed as a civic feature in a visible and secure setting of the neighborhood.

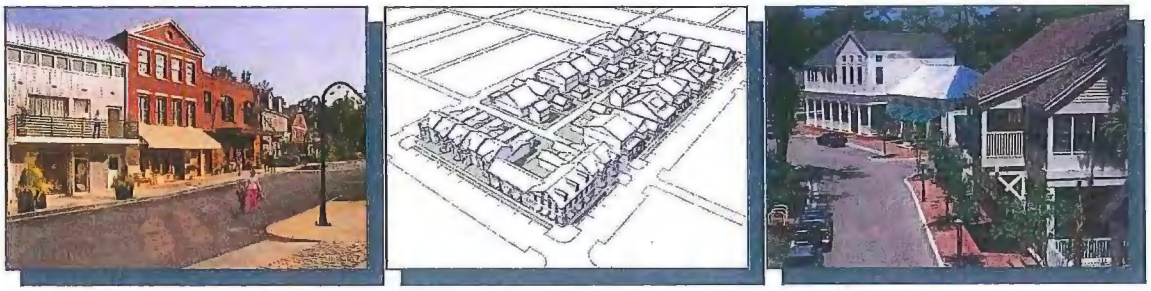
2) Residential Neighborhood General Development Guidelines – Tier 3 Only

Within Tier 3, the County shall establish measures to achieve the desired rural land use pattern. Development in Tier 3 shall be zoned in one or more districts consistent with the uses, densities, intensities described above. Such zoning shall be subject to County approval of a Preliminary Development Plan (PDP) and shall be consistent with the following general development guidelines:

a) Development shall not exceed an average maximum density of one (1) dwelling unit per ten (10) gross acres. However, where development is clustered to preserve open space, the County shall permit densities up to an average maximum net density of one (1) dwelling unit per two (2) acres.

b) Clustered development areas shall contain a minimum of eight (8) lots and a maximum of thirty (30) lots, with a maximum front lot width of 150 feet.

3) Neighborhood Center (NC)



General Development Guidelines

The Residential Neighborhood land use sub-category may contain centrally located "Neighborhood Centers" that serve as a focal point of a neighborhood and provide limited neighborhood-serving land uses designed to support the daily needs of residents in accordance with the following criteria.

Range of Allowable Uses: General retail, personal services, offices, attached residential and civic uses including religious institutions, day care facilities, parks/plazas, other neighborhood- serving uses, and other land uses that are similar and compatible.

Average Net Density: Consistent with the Residential Neighborhood land use sub-category criteria above

Intensity: Maximum - 0.20 F.A.R.

Development within Neighborhood Centers shall be zoned to one or more zoning districts consistent with the uses, densities, intensities described above. Such zoning shall be subject to County approval of a Preliminary Development Plan (PDP) and shall be consistent with the following general development guidelines:

a) The gross land area for Neighborhood Centers shall include a maximum of twelve (12) acres and shall include a park square or green of at least one (1) acre in area.

b) Residential development shall be permitted as attached live-work units or located above ground floor commercial and professional office.

c) Shared parking areas shall be permitted for all neighborhood center uses, including any public and civic land uses.

F) Resort Development (RD)



The Resort Development land use sub-category is intended for a mixture of seasonal and year-round housing types in a neighborhood- like setting. Non-residential uses such as hotels, restaurants and resort-serving commercial, retail and service uses shall be permitted in the Resort Development land use sub-category.

Range of Allowable Uses: Seasonal and year-round single family detached, two-family, townhomes, apartments, condominiums, timeshares, and ancillary (accessory) dwelling units; parks; golf courses; resort commercial, personal services and office uses; recreational and commercial-working waterfront uses; hotels; educational facilities and day care; other civic facilities essential to neighborhood residents; and other land uses that are similar and compatible.

Average Net Density: Minimum – 4.0 du/ac. Maximum – 20.0 du/ac.

Intensity*: Minimum – 0.00 F.A.R. Maximum – 2.00 F.A.R.

** Where residential and non-residential uses are included within the same structure, floor area ratio will exclude those portions devoted to residential dwelling units.*

1) Resort Development General Development Guidelines

Development in the Resort Development land use sub-category shall be zoned to one or more zoning districts consistent with the uses, densities, intensities described above. Such zoning shall be subject to County approval of a Preliminary Development Plan (PDP) and shall be consistent with the following general development guidelines:

a) Neighborhood parks may provide recreational space and include such amenities as play fields, play equipment, seating areas and other such improvements. Open space may provide alternatives to parks when it provides areas for uses such as hiking, biking or picnicking.

b) Parks shall be a minimum of ¼ acre in size. Parks shall be privately owned and maintained, unless accepted for public dedication.

Policy FL.13.08

General Development Standards

When applicable, the following General Development Standards shall be addressed for development within each land use sub-category, with more specific development standards established during the Preliminary Development Plan (PDP) review process.

A) Block size and connectivity standards;

B) Minimum and maximum lot area and size;

C) Maximum lot depth and width;

D) Principle building setbacks (buildings close to and oriented to the street);

E) Other building setbacks (including balconies, canopies, accessory structures, porches, stoops, driveways, other encroachment limitations, etc.);

F) Building heights measured by the number of stories;

G) Accessory dwelling unit standards;

H) Street-front building transparency standards (window and doors);

I) Other building façade and street orientation standards;

J) Parking location, delivery and loading standards;

K) Multi-use pathways, sidewalks and roadway standards (conflicts between pedestrian and vehicular movements decided in favor of the pedestrian);

L) Street cross sections;

M) Alley requirements for residential lots less than sixty-feet (60') in width;

N) Common open space and storm water retention location and general design;

O) Landscaping standards;

P) Pedestrian amenities such as benches and bicycle parking along neighborhood sidewalks and multi-use paths;

Q) Buffering and screening standards;

R) Sign standards;

S) Public, civic and park space standards; and

T) Public area lighting standards.

Policy FL.13.09

St. Marys River Greenway

The St Mary's River Greenway ("Greenway") shall consist of areas with uniquely high topography adjacent to the St Mary's River or Bells River in locations as depicted on the adopted ENCPA Master Land Use Plan (Map FLUMS-6). The Greenway shall be developed in a manner to protect the view shed to and from the river bluffs and preserve portions of the unique visual and physical characteristics of the riverfront and its bluffs. The following development guidelines shall be enforced to ensure consistency with this Policy:

A) The Greenway shall have an average minimum width of one-hundred feet (100'), with a minimum width of fifty feet (50');

B) Development within the Greenway shall include points of public access for the purposes of providing non-vehicular pedestrian connectivity to key locations in the resort area and to the internal ENCPA multi-use pathway system; and

C) Development within the Greenway shall be limited to river access facilities, observation decks and walkways, educational or conservation centers, golf courses, walking trails and other passive recreational uses. Golf course areas within the Greenway shall not be permitted within the minimum required fifty feet (50') buffer area.

Policy FL.13.10

Sustainable Development Program

For the purpose of providing a more sustainable land use pattern, the ENCPA has been designed to restrict development within the designated Conservation Habitat Network and to establish a new regional employment center for Nassau County. Given the significant economic development potential formed by access to planned regional rail service along the U.S. 17 corridor, two existing interchanges and a planned new interchange for Interstate 95, these areas of the ENCPA are uniquely situated to foster job growth and have been designated as a regional employment center. To ensure that a functional land use mix is realized through the ENCPA, the following maximum development program quantities are hereby established:

Table 19 Maximum ENCPA Development Program

2010 – 2015 MAXIMUM ENCPA DEVELOPMENT PROGRAM	
Residential	1,200 Dwelling Units
Non-Residential	1,210,000 Sq. Ft.
2030 MAXIMUM ENCPA DEVELOPMENT PROGRAM (Cumulative)	
Residential	24,000 Dwelling Units
Non-Residential	11,000,000 Sq. Ft.

Policy FL.13.11

Jobs-to-Housing Balance

The ENCPA shall provide a functional mix of land uses to assist the County in achieving a countywide jobs-to-housing balance goal of 1.19 jobs per employed resident. The primary intent for establishing an appropriate jobs-to-housing balance program is to:

A) Support sustainable, energy efficient development patterns by placing residential and non-residential uses in close proximity to each other and thereby, effectively reduce commuting distances for a significant percentage of ENCPA and county residents;

B) Encourage land use patterns that help attract additional job growth for Nassau County; and

C) Maintain a mix of residential and non-residential land uses within the ENCPA that will meet or exceed the established jobs-to-housing balance ratio at buildout, while taking market conditions into consideration.

For purposes of this Policy, ENCPA development shall be considered to have an acceptable jobs-to-housing balance (JHB) if the ratio of proposed jobs to the number of projected employed residents (jobs divided by employed residents) meets or exceeds 0.84 at buildout. Calculations shall be based upon 1.21employed residents per household and typical 450 square feet per employee by land use.

Policy FL.13.12

Distribution of Uses by Land Use Sub-Category

The following minimum and maximum uses within each ENCPA land use sub-category are required to implement mixed-use controls, ensure an appropriate spatial relationship between housing and services and demonstrate the ability to achieve the desired jobs-to-housing balance ratio in Nassau County. The specific mixture of uses shall be established and monitored by the County through the Preliminary Development Plan review processes.

Table 20 Distribution of Uses in ENCPA by Land Use Sub-Category

Land Use Sub-Category	Maximum Residential Uses* (dwelling units)	Minimum Non-residential Uses* (Building Sq. Ft.)
Regional Center and Employment Center (combined**)	7,500-9,000**	9,000,000 – 10,000,000
Resort Development	2,500 – 3,500	400,000 – 500,000
Village Center	2,000 – 3,000	700,000 – 850,000
Residential Neighborhood	9,000 – 11,000	150,000 – 200,000

**Total residential units and non-residential square footage shall not exceed the committed development program of 24,000 residential units and 11,000,000 square feet of non-residential uses*

*** Residential Uses in the Employment Center land use subcategory shall not exceed 1,500 units*

Policy FL.13.13

Silvicultural and Agricultural Activities

The size and scope of the ENCPA contemplates a long range planning horizon and the desire to allow for continued silvicultural and agricultural activities until parcels are otherwise developed. Silvicultural and agricultural activities, which include residential uses at a density not to exceed one dwelling unit per 20 acres, shall be allowed within planned development parcels of the ENCPA until such time as building permits are issued for a development parcel. Thereafter, such activities shall be limited to the range of allowable uses for the applicable land use sub-category, unless silvicultural and agricultural uses are otherwise provided for by the development order applicable to such parcel.

Policy FL.13.14

Master Land Use Plan

The East Nassau Community Planning Area (ENCPA) Master Land Use Plan, illustrated at a measurable scale on Map FLUMS-6, is adopted as part of the Future Land Use Map series. It is a guide for the development pattern within the ENCPA and depicts the general location of land use sub-categories required to support the ENCPA development principles and policies. The character of each land use sub-category is further defined by residential density, range of permitted uses and non-residential intensities. The Master Land Use Plan may be modified in conjunction with a Preliminary Development Plan without a Comprehensive Plan amendment, provided that:

A) The modification does not increase or decrease the ENCPA boundary; and

B) The modification does not increase the overall development program as identified in Policy FL.13.10; and

C) The modification is found consistent with the development principles and respective ENCPA FLUE policies; and

D) The modification is approved in conjunction a development order, resolution or ordinance adopted by the Board of County Commissioners pursuant to public notice and public hearing; and

E) Modifications to the Conservation Habitat Network (CHN) boundaries shall follow the general guidelines and standards set forth in Policy FL.13.07(A)(1).

Policy FL.13.15

Common Open Space

In addition to water bodies, wetlands, greenways and conservation areas which appear on the ENCPA Master Land Use Plan (Map FLUMS-6), the ENCPA land use sub-categories shall include areas designated as common open space. Common open space shall be in the form of neighborhood parks, squares, mews, greens, recreational trails and/or multi-use paths and shall be distributed throughout each respective Preliminary Development Plan. Stormwater facilities that are designed as a visual project amenity may also be counted towards this requirement.

Policy FL.13.16

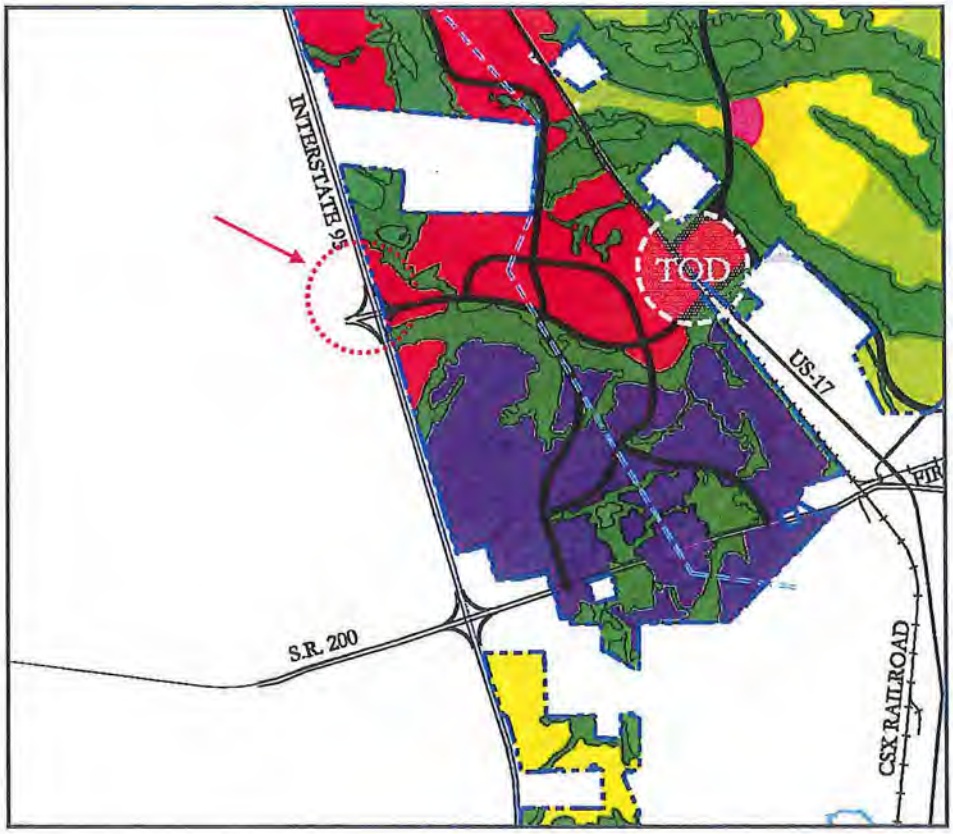
Public Water and Wastewater Utilities

All development within the ENCPA shall be served by central water and wastewater service.

Policy FL.13.17

New Interstate 95 Interchange

The new Interstate 95 interchange depicted on the East Nassau Community Planning Area (ENCPA) Master Land Use Plan (MLUP) serving the regional center is conceptual in nature. Illustration of the interchange has been provided as an aid for understanding the components of the County's long range transportation network and its location does not bind any public or private entity for its future construction. A final decision on the planning design and construction of an interchange in this general location shall be subject to federal and state requirements for interchange justification.



RESOLUTION NO. 2015 - 87

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, APPROVING A MODIFICATION TO THE EAST NASSAU COMMUNITY PLANNING AREA (ENCPA) MASTER LAND USE PLAN MAP FLUMS-6 IN ACCORDANCE WITH THE REQUIREMENTS OF COMPREHENSIVE PLAN FUTURE LAND USE PLAN POLICY FL.13.14; FINDING THAT THE MODIFICATION MEETS THE CRITERIA IN COMPREHENSIVE PLAN FUTURE LAND USE PLAN POLICY FL.13.14; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on May 23, 2011, Nassau County Board of County Commissioners adopted an amendment to the 2030 Comprehensive Plan by Ordinance 2011-04, which included provisions for the East Nassau Community Planning Area ("ENCPA") project and ENCPA Master Land Use Plan Map FLUMS-6; and

WHEREAS, the ENCPA Master Land Use Plan Map FLUMS-6 is a guide for the development pattern of the ENCPA and depicts the general location of land use sub-categories required to support the ENCPA development principles and policies; and

WHEREAS, the ENCPA Master Land Use Plan Map FLUMS-6 is proposed to be modified as depicted on **Exhibit 1** attached hereto and incorporated herein and such modification was submitted in conjunction with the Employment Center DSAP Market Street Preliminary Development Plan (PDP); and

WHEREAS, the Board of County Commissioners has reviewed the modification to the ENCPA Master Land Use Plan Map FLUMS-6, conducted a public hearing on June 22, 2015, at which all parties were afforded the opportunity to present evidence and testimony on this matter, and any member of the public requesting to do so was

NASSAU COUNTY FLORIDA
A CERTIFIED TRUE COPY
John A. Crawford Ex-Officio Clerk
By: Brenda L. Linville, DC
EX-OFFICIO Clerk of the Board of County Comm.
Florida

given an opportunity to present written or oral communications consistent with the adopted rules of procedure.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA:

1. The Nassau County Board of County Commissioners has reviewed the proposed modifications to the ENCPA Master Land Use Plan Map FLUMS-6 and has determined that such changes meet the requirements of 2030 Comprehensive Plan Future Land Use Plan Policy FL.13.14. for approval of said modifications by the Board of County Commissioners and that the modifications are consistent with the ENCPA principles contained in the Comprehensive Plan.

2. The modified ENCPA Master Land Use Plan Map FLUMS-6 is hereby modified by this Resolution by deleting the current FLUMS-6 Map and replacing it with the modified ENCPA Master Land Use Plan Map FLUMS-6 attached hereto as **Exhibit 1** and incorporated herein.

PASSED AND ENACTED BY THE BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, THIS 22nd DAY OF June, 2015.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

PAT EDWARDS
CHAIRMAN

ATTEST AS TO CHAIRMAN'S SIGNATURE:

JOHN A. CRAWFORD
EX-OFFICIO CLERK

MES 06.24.15

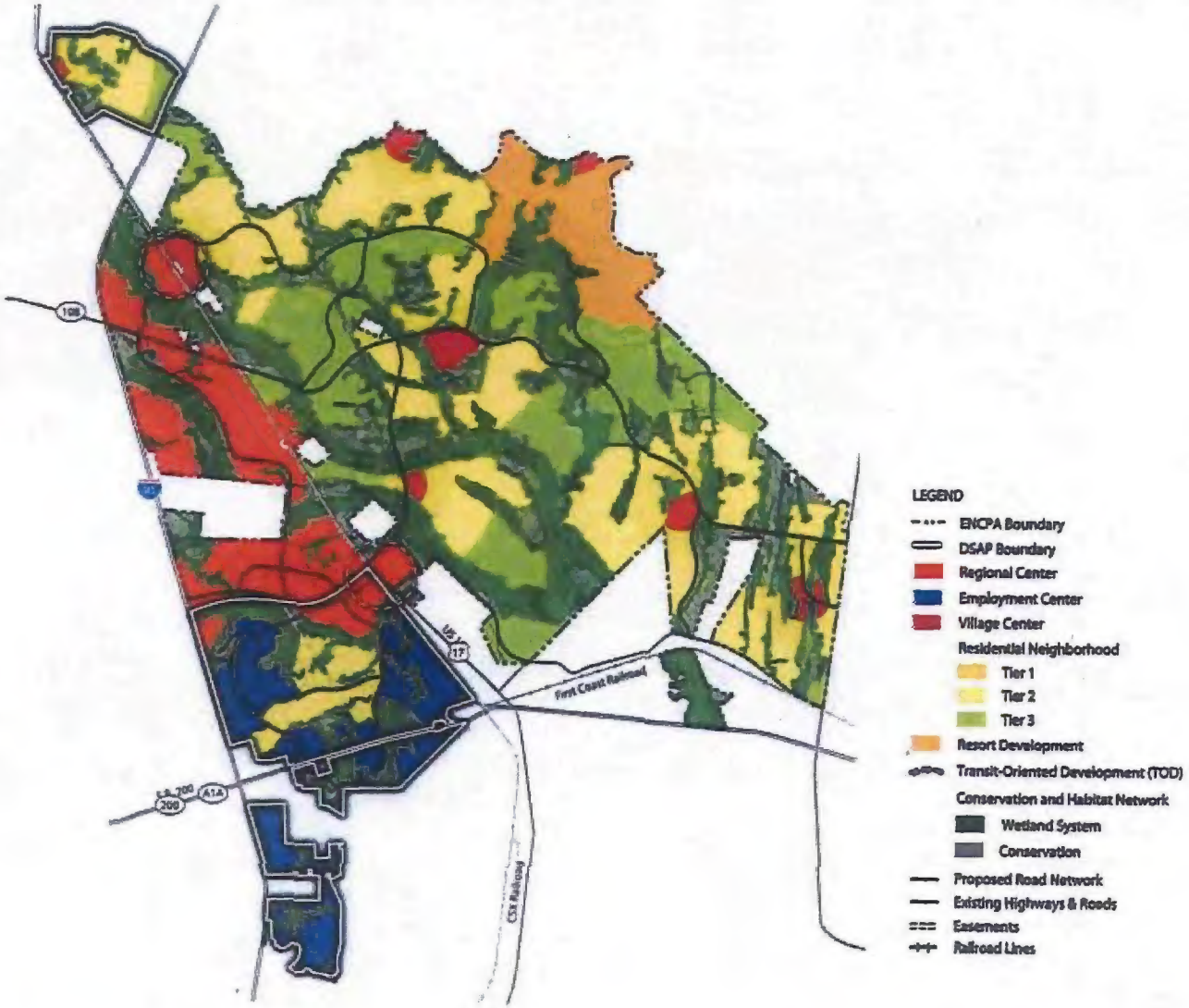
Approved as to form by the Nassau County Attorney:

MICHAEL S. MULLIN

Exhibit 1

Resolution 2015-87

Exhibit 1



vhb

PROJECT NUMBER: 41695.00
FILE PATH: \\vhbfpnj\Orlando\41695.00 Terra Pointe DSAP Amd\Creative\2014 DSAP and Market Street PDF\ENCPA Proposed Master Plan.pdf

N

ENCPA Proposed Master Land Use Plan

NASSAU COUNTY FLORIDA

FLORIDA DEPARTMENT of STATE

RICK SCOTT
Governor

KEN DETZNER
Secretary of State

July10, 2015

Honorable John A. Crawford
Clerk of the Circuit Court
Nassau County
76347 Veteran's Way, Suite 456
Yulee, Florida 32097

Attention: Brenda Linville, Clerk Services

Dear Mr. Crawford:

Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge receipt of your electronic copy of Nassau County letter and Resolution No. 2015-87, which was filed in this office on July 10, 2015.

Sincerely,

Ernest L. Reddick
Program Administrator

ELR/lb

R. A. Gray Building • 500 South Bronough Street • Tallahassee, Florida 32399-0250
Telephone: (850) 245-6270 • Facsimile: (850) 488-9879
www.dos.state.fl.us

Select Year: 2016 Go

The 2016 Florida Statutes

Title XI	Chapter 163	View Entire Chapter
COUNTY ORGANIZATION AND INTERGOVERNMENTAL RELATIONS	INTERGOVERNMENTAL PROGRAMS	

163.3245 Sector plans.—

(1) In recognition of the benefits of long-range planning for specific areas, local governments or combinations of local governments may adopt into their comprehensive plans a sector plan in accordance with this section. This section is intended to promote and encourage long-term planning for conservation, development, and agriculture on a landscape scale; to further support innovative and flexible planning and development strategies, and the purposes of this part and part I of chapter 380; to facilitate protection of regionally significant resources, including, but not limited to, regionally significant water courses and wildlife corridors; and to avoid duplication of effort in terms of the level of data and analysis required for a development of regional impact, while ensuring the adequate mitigation of impacts to applicable regional resources and facilities, including those within the jurisdiction of other local governments, as would otherwise be provided. Sector plans are intended for substantial geographic areas that include at least 5,000 acres of one or more local governmental jurisdictions and are to emphasize urban form and protection of regionally significant resources and public facilities. A sector plan may not be adopted in an area of critical state concern.

(2) Upon the request of a local government having jurisdiction, the applicable regional planning council shall conduct a scoping meeting with affected local governments and those agencies identified in s. 163.3184(1)(c) before preparation of the sector plan. The purpose of this meeting is to assist the state land planning agency and the local government in the identification of the relevant planning issues to be addressed and the data and resources available to assist in the preparation of the sector plan. If a scoping meeting is conducted, the regional planning council shall make written recommendations to the state land planning agency and affected local governments on the issues requested by the local government. The scoping meeting shall be noticed and open to the public. If the entire planning area proposed for the sector plan is within the jurisdiction of two or more local governments, some or all of them may enter into a joint planning agreement pursuant to s. 163.3171 with respect to the geographic area to be subject to the sector plan, the planning issues that will be emphasized, procedures for intergovernmental coordination to address extrajurisdictional impacts, supporting application materials including data and analysis, procedures for public participation, or other issues.

(3) Sector planning encompasses two levels: adoption pursuant to s. 163.3184 of a long-term master plan for the entire planning area as part of the comprehensive plan, and adoption by local development order of two or more detailed specific area plans that implement the long-term master plan and within which s. 380.06 is waived.

(a) In addition to the other requirements of this chapter, except for those that are inconsistent with or superseded by the planning standards of this paragraph, a long-term master plan pursuant to this

section must include maps, illustrations, and text supported by data and analysis to address the following:

1. A framework map that, at a minimum, generally depicts areas of urban, agricultural, rural, and conservation land use; identifies allowed uses in various parts of the planning area; specifies maximum and minimum densities and intensities of use; and provides the general framework for the development pattern in developed areas with graphic illustrations based on a hierarchy of places and functional place -making components.

2. A general identification of the water supplies needed and available sources of water, including water resource development and water supply development projects, and water conservation measures needed to meet the projected demand of the future land uses in the long-term master plan.

3. A general identification of the transportation facilities to serve the future land uses in the long-term master plan, including guidelines to be used to establish each modal component intended to optimize mobility.

4. A general identification of other regionally significant public facilities necessary to support the future land uses, which may include central utilities provided onsite within the planning area, and policies setting forth the procedures to be used to mitigate the impacts of future land uses on public facilities.

5. A general identification of regionally significant natural resources within the planning area based on the best available data and policies setting forth the procedures for protection or conservation of specific resources consistent with the overall conservation and development strategy for the planning area.

6. General principles and guidelines addressing the urban form and the interrelationships of future land uses; the protection and, as appropriate, restoration and management of lands identified for permanent preservation through recordation of conservation easements consistent with s. 704.06, which shall be phased or staged in coordination with detailed specific area plans to reflect phased or staged development within the planning area; achieving a more clean, healthy environment; limiting urban sprawl; providing a range of housing types; protecting wildlife and natural areas; advancing the efficient use of land and other resources; creating quality communities of a design that promotes travel by multiple transportation modes; and enhancing the prospects for the creation of jobs.

7. Identification of general procedures and policies to facilitate intergovernmental coordination to address extrajurisdictional impacts from the future land uses.

A long-term master plan adopted pursuant to this section may be based upon a planning period longer than the generally applicable planning period of the local comprehensive plan, shall specify the projected population within the planning area during the chosen planning period, and may include a phasing or staging schedule that allocates a portion of the local government's future growth to the planning area through the planning period. A long-term master plan adopted pursuant to this section is not required to demonstrate need based upon projected population growth or on any other basis.

(b) In addition to the other requirements of this chapter, except for those that are inconsistent with or superseded by the planning standards of this paragraph, the detailed specific area plans shall be consistent with the long-term master plan and must include conditions and commitments that provide for:

1. Development or conservation of an area of at least 1,000 acres consistent with the long-term master plan. The local government may approve detailed specific area plans of less than 1,000 acres

based on local circumstances if it is determined that the detailed specific area plan furthers the purposes of this part and part I of chapter 380.

2. Detailed identification and analysis of the maximum and minimum densities and intensities of use and the distribution, extent, and location of future land uses.

3. Detailed identification of water resource development and water supply development projects and related infrastructure and water conservation measures to address water needs of development in the detailed specific area plan.

4. Detailed identification of the transportation facilities to serve the future land uses in the detailed specific area plan.

5. Detailed identification of other regionally significant public facilities, including public facilities outside the jurisdiction of the host local government, impacts of future land uses on those facilities, and required improvements consistent with the long-term master plan.

6. Public facilities necessary to serve development in the detailed specific area plan, including developer contributions in a 5-year capital improvement schedule of the affected local government.

7. Detailed analysis and identification of specific measures to ensure the protection and, as appropriate, restoration and management of lands within the boundary of the detailed specific area plan identified for permanent preservation through recordation of conservation easements consistent with s. 704.06, which easements shall be effective before or concurrent with the effective date of the detailed specific area plan and other important resources both within and outside the host jurisdiction. Any such conservation easement may be based on digital orthophotography prepared by a surveyor and mapper licensed under chapter 472 and may include a right of adjustment authorizing the grantor to modify portions of the area protected by a conservation easement and substitute other lands in their place if the lands to be substituted contain no less gross acreage than the lands to be removed; have equivalent values in the proportion and quality of wetlands, uplands, and wildlife habitat; and are contiguous to other lands protected by the conservation easement. Substitution is accomplished by recording an amendment to the conservation easement as accepted by and with the consent of the grantee, and which consent may not be unreasonably withheld.

8. Detailed principles and guidelines addressing the urban form and the interrelationships of future land uses; achieving a more clean, healthy environment; limiting urban sprawl; providing a range of housing types; protecting wildlife and natural areas; advancing the efficient use of land and other resources; creating quality communities of a design that promotes travel by multiple transportation modes; and enhancing the prospects for the creation of jobs.

9. Identification of specific procedures to facilitate intergovernmental coordination to address extrajurisdictional impacts from the detailed specific area plan.

A detailed specific area plan adopted by local development order pursuant to this section may be based upon a planning period longer than the generally applicable planning period of the local comprehensive plan and shall specify the projected population within the specific planning area during the chosen planning period. A detailed specific area plan adopted pursuant to this section is not required to demonstrate need based upon projected population growth or on any other basis. All lands identified in the long-term master plan for permanent preservation shall be subject to a recorded conservation easement consistent with s. 704.06 before or concurrent with the effective date of the final detailed specific area plan to be approved within the planning area. Any such conservation easement may be based on digital orthophotography prepared by a surveyor and mapper licensed under chapter 472 and may include a right of adjustment authorizing the grantor to modify portions of the area protected by a

conservation easement and substitute other lands in their place if the lands to be substituted contain no less gross acreage than the lands to be removed; have equivalent values in the proportion and quality of wetlands, uplands, and wildlife habitat; and are contiguous to other lands protected by the conservation easement. Substitution is accomplished by recording an amendment to the conservation easement as accepted by and with the consent of the grantee, and which consent may not be unreasonably withheld.

(c) In its review of a long-term master plan, the state land planning agency shall consult with the Department of Agriculture and Consumer Services, the Department of Environmental Protection, the Fish and Wildlife Conservation Commission, and the applicable water management district regarding the design of areas for protection and conservation of regionally significant natural resources and for the protection and, as appropriate, restoration and management of lands identified for permanent preservation.

(d) In its review of a long-term master plan, the state land planning agency shall consult with the Department of Transportation, the applicable metropolitan planning organization, and any urban transit agency regarding the location, capacity, design, and phasing or staging of major transportation facilities in the planning area.

(e) Whenever a local government issues a development order approving a detailed specific area plan, a copy of such order shall be rendered to the state land planning agency and the owner or developer of the property affected by such order, as prescribed by rules of the state land planning agency for a development order for a development of regional impact. Within 45 days after the order is rendered, the owner, the developer, or the state land planning agency may appeal the order to the Florida Land and Water Adjudicatory Commission by filing a petition alleging that the detailed specific area plan is not consistent with the comprehensive plan or with the long-term master plan adopted pursuant to this section. The appellant shall furnish a copy of the petition to the opposing party, as the case may be, and to the local government that issued the order. The filing of the petition stays the effectiveness of the order until after completion of the appeal process. However, if a development order approving a detailed specific area plan has been challenged by an aggrieved or adversely affected party in a judicial proceeding pursuant to s. 163.3215, and a party to such proceeding serves notice to the state land planning agency, the state land planning agency shall dismiss its appeal to the commission and shall have the right to intervene in the pending judicial proceeding pursuant to s. 163.3215. Proceedings for administrative review of an order approving a detailed specific area plan shall be conducted consistent with s. 380.07(6). The commission shall issue a decision granting or denying permission to develop pursuant to the long-term master plan and the standards of this part and may attach conditions or restrictions to its decisions.

(f) The applicant for a detailed specific area plan shall transmit copies of the application to the reviewing agencies specified in s. 163.3184(1)(c), or their successor agencies, for review and comment as to whether the detailed specific area plan is consistent with the comprehensive plan and the long-term master plan. Any comments from the reviewing agencies shall be submitted in writing to the local government with jurisdiction and to the state land planning agency within 30 days after the applicant's transmittal of the application.

(g) This subsection does not prevent preparation and approval of the sector plan and detailed specific area plan concurrently or in the same submission.

(h) If an applicant seeks to use wetland or upland preservation achieved by granting conservation easements required under this section as compensatory mitigation for permitting purposes under chapter 373 or chapter 379, the Department of Environmental Protection, the Fish and Wildlife Conservation Commission, or the water management district may accept such mitigation under the

criteria established in the uniform assessment method required by s. 373.414, or pursuant to chapter 379, as applicable, without considering the fact that a conservation easement encumbering the same real property was previously recorded pursuant to paragraph (b).

(4) Upon the long-term master plan becoming legally effective:

(a) Any long-range transportation plan developed by a metropolitan planning organization pursuant to s. 339.175(7) must be consistent, to the maximum extent feasible, with the long-term master plan, including, but not limited to, the projected population and the approved uses and densities and intensities of use and their distribution within the planning area. The transportation facilities identified in adopted plans pursuant to subparagraphs (3)(a)3. and (b)4. must be developed in coordination with the adopted M.P.O. long-range transportation plan.

(b) The water needs, sources and water resource development, and water supply development projects identified in adopted plans pursuant to subparagraphs (3)(a)2. and (b)3. shall be incorporated into the applicable district and regional water supply plans adopted in accordance with ss. 373.036 and 373.709. Accordingly, and notwithstanding the permit durations stated in s. 373.236, an applicant may request and the applicable district may issue consumptive use permits for durations commensurate with the long-term master plan or detailed specific area plan, considering the ability of the master plan area to contribute to regional water supply availability and the need to maximize reasonable-beneficial use of the water resource. The permitting criteria in s. 373.223 shall be applied based upon the projected population and the approved densities and intensities of use and their distribution in the long-term master plan; however, the allocation of the water may be phased over the permit duration to correspond to actual projected needs. This paragraph does not supersede the public interest test set forth in s. 373.223.

(5) When a detailed specific area plan has become effective for a portion of the planning area governed by a long-term master plan adopted pursuant to this section, s. 380.06 does not apply to development within the geographic area of the detailed specific area plan. However, any development-of-regional-impact development order that is vested from the detailed specific area plan may be enforced pursuant to s. 380.11.

(a) The local government adopting the detailed specific area plan is primarily responsible for monitoring and enforcing the detailed specific area plan. Local governments may not issue any permits or approvals or provide any extensions of services to development that are not consistent with the detailed specific area plan.

(b) If the state land planning agency has reason to believe that a violation of any detailed specific area plan has occurred or is about to occur, it may institute an administrative or judicial proceeding to prevent, abate, or control the conditions or activity creating the violation, using the procedures in s. 380.11.

(c) In instituting an administrative or judicial proceeding involving a sector plan or detailed specific area plan, including a proceeding pursuant to paragraph (b), the complaining party shall comply with the requirements of s. 163.3215(4), (5), (6), and (7), except as provided by paragraph (3)(e).

(d) The detailed specific area plan shall establish a buildout date until which the approved development is not subject to downzoning, unit density reduction, or intensity reduction, unless the local government can demonstrate that implementation of the plan is not continuing in good faith based on standards established by plan policy, that substantial changes in the conditions underlying the approval of the detailed specific area plan have occurred, that the detailed specific area plan was based on substantially inaccurate information provided by the applicant, or that the change is clearly established to be essential to the public health, safety, or welfare.

(6) Concurrent with or subsequent to review and adoption of a long-term master plan pursuant to paragraph (3)(a), an applicant may apply for master development approval pursuant to s. 380.06(21) for the entire planning area in order to establish a buildout date until which the approved uses and densities and intensities of use of the master plan are not subject to downzoning, unit density reduction, or intensity reduction, unless the local government can demonstrate that implementation of the master plan is not continuing in good faith based on standards established by plan policy, that substantial changes in the conditions underlying the approval of the master plan have occurred, that the master plan was based on substantially inaccurate information provided by the applicant, or that change is clearly established to be essential to the public health, safety, or welfare. Review of the application for master development approval shall be at a level of detail appropriate for the long-term and conceptual nature of the long-term master plan and, to the maximum extent possible, may only consider information provided in the application for a long-term master plan. Notwithstanding s. 380.06, an increment of development in such an approved master development plan must be approved by a detailed specific area plan pursuant to paragraph (3)(b) and is exempt from review pursuant to s. 380.06.

(7) A developer within an area subject to a long-term master plan that meets the requirements of paragraph (3)(a) and subsection (6) or a detailed specific area plan that meets the requirements of paragraph (3)(b) may enter into a development agreement with a local government pursuant to ss. 163.3220-163.3243. The duration of such a development agreement may be through the planning period of the long-term master plan or the detailed specific area plan, as the case may be, notwithstanding the limit on the duration of a development agreement pursuant to s. 163.3229.

(8) Any owner of property within the planning area of a proposed long-term master plan may withdraw his or her consent to the master plan at any time prior to local government adoption, and the local government shall exclude such parcels from the adopted master plan. Thereafter, the long-term master plan, any detailed specific area plan, and the exemption from development-of-regional-impact review under this section do not apply to the subject parcels. After adoption of a long-term master plan, an owner may withdraw his or her property from the master plan only with the approval of the local government by plan amendment adopted and reviewed pursuant to s. 163.3184.

(9) The adoption of a long-term master plan or a detailed specific area plan pursuant to this section does not limit the right to continue existing agricultural or silvicultural uses or other natural resource-based operations or to establish similar new agricultural or silvicultural uses that are consistent with the plans approved pursuant to this section.

(10) The state land planning agency may enter into an agreement with a local government that, on or before July 1, 2011, adopted a large-area comprehensive plan amendment consisting of at least 15,000 acres that meets the requirements for a long-term master plan in paragraph (3)(a), after notice and public hearing by the local government, and thereafter, notwithstanding s. 380.06, this part, or any planning agreement or plan policy, the large-area plan shall be implemented through detailed specific area plans that meet the requirements of paragraph (3)(b) and shall otherwise be subject to this section.

(11) Notwithstanding this section, a detailed specific area plan to implement a conceptual long-term buildout overlay, adopted by a local government and found in compliance before July 1, 2011, shall be governed by this section.

(12) Notwithstanding s. 380.06, this part, or any planning agreement or plan policy, a landowner or developer who has received approval of a master development-of-regional-impact development order

pursuant to s. 380.06(21) may apply to implement this order by filing one or more applications to approve a detailed specific area plan pursuant to paragraph (3)(b).

(13) An applicant with an approved master development order may request that the applicable water management district issue a consumptive use permit as set forth in s. 373.236(8) for the same period of time as the approved master development order.

(14) This section may not be construed to abrogate the rights of any person under this chapter.

(15) The more specific provisions of this section shall supersede the generally applicable provisions of this chapter which otherwise would apply. This section does not preclude a local government from requiring data and analysis beyond the minimum criteria established in this section.

History.—s. 15, ch. 98-176; s. 21, ch. 2011-34; s. 28, ch. 2011-139; s. 17, ch. 2012-5; s. 10, ch. 2012-99; s. 4, ch. 2015-30; s. 4, ch. 2016-148.

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EAST NASSAU
STEWARDSHIP DISTRICT

STAFF
REPORTS D

CCMC

Now this feels like home.®

February 1, 2023

East Nassau Stewardship District

RE: Operations Report – January 2024
57 Homegrown Avenue, Unit 303
Wildlight, FL 32097

Below, you will find a summary of operation items for January 2024. Please let me know if you have any questions.

GENERAL OPERATIONS/ADMINISTRATIVE

- Utility Vehicle Purchase Update
  - The vehicle was delivered on January 18th and placed in service. The vehicle has been registered with Nassau County.

- Dock near St. Clare
  - Jeff Brooks from ETM inspected the dock and surrounding areas and will provide a report to include a plan for correction.



MAINTENANCE

- Ponds

  - Florida Waterways treated the ponds on 1/11/2024 & 1/25/2024 for shoreline and floating weeds. See Exhibit "A."

- Roadways
  - Speed humps were inspected on January 4th with no issues noted.
  - Pending approval of speed humps to be installed on Daydream and Sawgrass. Staff reached out to four contractors requesting bids for the installation of three-speed humps. As of this report, only one contractor submitted a bid. One additional bid is expected the week of February 12th.
  - A resident on Muhly Grass is requesting speed humps to be installed at two locations on Muhly Grass.

- Boardwalks, Sidewalks & Trails
  - Staff completed the monthly inspections of all boardwalks, sidewalks, and trails. See Exhibit "B."
  - Sidewalks were inspected as noted within the attached inspection reports. Currently seeking bids for minor concrete repair/replacement for the mobility trail in Forest Park near Curiosity Ave.
  - During a recent community Parkside Chat, several residents raised concerns over the lack of lighting along the boardwalk between Founders and Forest Park. Staff is reaching out to FPL for lighting solutions and pricing.

- Drainage Inlets
  - No drainage issues were noted during recent inspections.

LANDSCAPING

- Irrigation Inspections
  - Irrigation inspections were conducted throughout November. Repairs were completed as needed. See Exhibit "C."

- Landscape Maintenance
  - The Greenery performed routine landscape maintenance throughout the common areas with no issues noted. Roger Kintz and Zach from The Greenery completed weekly inspections of all areas, noting any deficiencies and a timeline to correct them. See Exhibit "D."

Should you have any questions regarding this report, please contact thaskett@ccmcnet.com.

Sincerely,

CCMC

Todd Haskett, CMCA, AMS, PCAM
Field Operations Manager
Email: thaskett@ccmcnet.com

EXHIBIT “A”

Florida Waterways – January 2024 Pond Maintenance Reports

FLORIDA WATERWAYS INC.

Customer Service Report

Customer: Wildlight

Customer ID: J19267

Field Biologist: Paul Mosteller

Date of Visit: 1/11/2024

Weather: 60 °F High

10%

Waterway and Ditch Treatments

Site	1	2	3	4	5	6	7	8	9	10	11	12			
Algae															
Submersed Weeds															
Shoreline Grasses & Brush								x							
Floating Weeds															
Mosquito Larvicide															
Pond Dye															
Inspection		x	x	x	x				x						
Debris Removal	x					x	x			x		x			
Beneficial Bacteria											x				

Comments: With the cooler weather, all 12 ponds were in nice condition on January 11. Beneficial bacteria was added to pond 11, trash was removed from the banks' of ponds 1, 6, 7, 10, and 12. Ponds 2, 3, 4, 5, and 9 received inspections.

Carp Program
- ☐ Carp Observed
- ☑ Barriers Inspected

Flow
- ☐ None
- ☐ Slight
- ☑ Visible

Water Clarity
- ☐ < 1 '
- ☑ 2-4'
- ☐ 1-2'
- ☐ >4'

Water Levels
- ☑ High
- ☐ Normal
- ☐ Low

Fish/Wildlife Observations
- ☑ Bass
- ☑ Bream
- ☐ Catfish
- ☐ Gambusia
- ☑ Anhinga
- ☐ Cormorant
- ☐ Egrets
- ☐ Herons
- ☐ Woodstork
- ☑ Ducks
- ☐ Osprey
- ☐ Ibis
- ☑ Turtles
- ☐ Snakes
- ☐ Alligator
- ☑ Frogs
- ☐ Other Species: _____

Native/Beneficial Vegetation Noted
- ☑ Arrowhead
- ☑ Cordgrass
- ☐ Bacopa
- ☑ Pickerelweed
- ☐ Bulrush
- ☐ Lily
- ☐ Golden Canna
- ☑ Spadderdock
- ☐ Lotus
- ☑ Chara
- ☐ Naiad
- ☐ Eelgrass
- ☐ Slender Spikerush
- ☐ Blue Flag Iris
- ☐ Bladderwort
- ☐ Pondweed

Did you know? The manatee is Florida's official marine mammal. Fossils indicate they have been in Florida waters for millions of years.

FLORIDA WATERWAYS INC.

Customer Service Report

Customer:	Wildlight	Date of Visit:	1/11/2024
Customer ID:	J19267	Weather:	60 °F High
Field Biologist:	Paul Mosteller		10%



Pond 01



Pond 02



Pond 03



Pond 04



Pond 05



Pond 06

DID YOU KNOW? The manatee is Florida's official marine mammal. Fossils indicate they have been in Florida waters for millions of years.

FLORIDA WATERWAYS INC.

Customer Service Report

Customer:	Wildlight	Date of Visit:	1/11/2024
Customer ID:	J19267	Weather:	60 °F High
Field Biologist:	Paul Mosteller		10%



Pond 07



Pond 08



Pond 09



Pond 10



Pond 11



Pond 12

DID YOU KNOW? The manatee is Florida's official marine mammal. Fossils indicate they have been in Florida waters for millions of years.

FLORIDA WATERWAYS INC.

Customer Service Report

Customer: Wildlight

Customer ID: J19267

Field Biologist: Paul Mosteller and JT Condon

Date of Visit: 1/25/2024

Weather: 81 °F High

0%

Waterway and Ditch Treatments

Site	1	3	4	5	6	7	8	9	11						
Algae															
Submersed Weeds															
Shoreline Grasses & Brush	x		x	x		x	x	x							
Floating Weeds															
Mosquito Larvicide															
Pond Dye															
Inspection		x							x						
Debris Removal					x										

Comments: On January 25, the main focus was shoreline grasses, and some trash was removed as well.

Carp Program
- [x] Carp Observed
- [ ] Barriers Inspected

Flow
- [ ] None
- [ ] Slight
- [x] Visible

Water Clarity
- [ ] < 1 '
- [ ] 2-4'
- [x] 1-2'
- [ ] >4'

Water Levels
- [ ] High
- [ ] Normal
- [x] Low

Fish/Wildlife Observations
- [x] Bass
- [x] Bream
- [ ] Catfish
- [ ] Gambusia
- [ ] Anhinga
- [ ] Cormorant
- [x] Egrets
- [ ] Herons
- [x] Woodstork
- [x] Ducks
- [ ] Osprey
- [ ] Ibis
- [ ] Turtles
- [ ] Snakes
- [ ] Alligator
- [x] Frogs
- [ ] Other Species: _____

Native/Beneficial Vegetation Noted
- [x] Arrowhead
- [x] Cordgrass
- [ ] Bacopa
- [x] Pickerelweed
- [ ] Bulrush
- [ ] Lily
- [ ] Golden Canna
- [ ] Spadderdock
- [ ] Lotus
- [x] Chara
- [x] Naiad
- [ ] Eelgrass
- [ ] Slender Spikerush
- [ ] Blue Flag Iris
- [ ] Bladderwort
- [ ] Pondweed

Did you know? The manatee is Florida's official marine mammal. Fossils indicate they have been in Florida waters for millions of years.

FLORIDA WATERWAYS INC.

Customer Service Report

Customer:	Wildlight	Date of Visit:	1/25/2024
Customer ID:	J19267	Weather:	81 °F High
Field Biologist:	Paul Mosteller and JT Condon		0%



Pond 01



Pond 03



Pond 04



Pond 05


Pond 08



Pond 09

Did you know? The manatee is Florida's official marine mammal. Fossils indicate they have been in Florida waters for millions of years.

FLORIDA WATERWAYS INC.

Customer Service Report

Customer:	Wildlight	Date of Visit:	1/25/2024
Customer ID:	J19267	Weather:	81 °F High
Field Biologist:	Paul Mosteller and JT Condon		0%



Pond 11

Did you know? The manatee is Florida's official marine mammal. Fossils indicate they have been in Florida waters for millions of years.

Exhibit “B”

Boardwalk & Trail Inspection Reports January 2024

Wildlight Boarkwalk & Trail Safety Checklist

Minimum Frequency - Monthly

Inspection Date:	1-11-24
Inspector:	Roger Kintz
Location:	Trail between Juler CR / Palmetto Pl.

Boardwalks

Needs Work	OK	N/A		Notes
		✓	Handrails are in good repair	
	✓		No cracked or broken boards	
	✓		No exposed/raised fasteners	
	✓		Surfaces are splinter free	
	✓		Surfaces are clean & free of trip hazards	
	✓		Smooth transition between boardwalk and trail surface	
	✓		Waste receptacles emptied	
	✓		Warning signs in place	
	✓		Surrounding vegetation clear of boardwalk	

Trails

Needs Work	OK	N/A		Notes
		✓	Surface material in good repair & free of trip hazards	
			Surface is weed and debris free	
			Transition areas are smooth & free of trip hazards	
			Free of damage & major cracks	
			Shrubs & trees provide adequate clearance	
			Concrete surfaces are clean	
			Surfaces are free of standing water	
			Irrigation system does not overspray onto trail	

For all items marked as "Needs Work", include pictures of all deficiencies and a correction timeline within the notes section.

Wildlight Boarkwalk & Trail Safety Checklist

Minimum Frequency - Monthly

Inspection Date:	1-31-24
Inspector:	Reyes Ruiz
Location:	Mobility Trail between Sacagrass / curiosity

Boardwalks

Needs Work	OK	N/A		Notes
			Handrails are in good repair	
			No cracked or broken boards	
			No exposed/raised fasteners	
			Surfaces are splinter free	
			Surfaces are clean & free of trip hazards	
			Smooth transition between boardwalk and trail surface	
			Waste receptacles emptied	
		✓	Warning signs in place	
			Surrounding vegetation clear of boardwalk	

Trails

Needs Work	OK	N/A		Notes
✓			Surface material in good repair & free of trip hazards	2 slabs sinking -
	✓		Surface is weed and debris free	
	✓		Transition areas are smooth & free of trip hazards	
	✓		Free of damage & major cracks	
	✓		Shrubs & trees provide adequate clearance	
	✓		Concrete surfaces are clean	
	✓		Surfaces are free of standing water	
	✓		Irrigation system does not overspray onto trail	

For all items marked as "Needs Work", include pictures of all deficiencies and a correction timeline within the notes section.

Wildlight Boarkwalk & Trail Safety Checklist

Minimum Frequency - Monthly

Inspection Date:	Jan 11-24
Inspector:	Roger Kintz
Location:	Boardwalk along ST RD 200

Boardwalks

Needs Work	OK	N/A		Notes
			Handrails are in good repair	
			No cracked or broken boards	
			No exposed/raised fasteners	
			Surfaces are splinter free	
			Surfaces are clean & free of trip hazards	
			Smooth transition between boardwalk and trail surface	
			Waste receptacles emptied	
			Warning signs in place	
			Surrounding vegetation clear of boardwalk	

Trails

Needs Work	OK	N/A		Notes
			Surface material in good repair & free of trip hazards	
			Surface is weed and debris free	
			Transition areas are smooth & free of trip hazards	
			Free of damage & major cracks	
			Shrubs & trees provide adequate clearance	
			Concrete surfaces are clean	
			Surfaces are free of standing water	
			Irrigation system does not overspray onto trail	

For all items marked as "Needs Work", include pictures of all deficiencies and a correction timeline within the notes section.

Wildlight Boarkwalk & Trail Safety Checklist

Minimum Frequency - Monthly

Inspection Date:	6-11-24
Inspector:	Roger Kintz
Location:	Trail between 3 & Ponder / Crosstown

Boardwalks

Needs Work	OK	N/A		Notes
	✓		Handrails are in good repair	
	✓		No cracked or broken boards	
	✓		No exposed/raised fasteners	
	✓		Surfaces are splinter free	
	✓		Surfaces are clean & free of trip hazards	
	✓		Smooth transition between boardwalk and trail surface	
		✓	Waste receptacles emptied	
	✓		Warning signs in place	
	✓		Surrounding vegetation clear of boardwalk	

Trails

Needs Work	OK	N/A		Notes
	✓		Surface material in good repair & free of trip hazards	
✓	✓		Surface is weed and debris free	
✓			Transition areas are smooth & free of trip hazards	
	✓		Free of damage & major cracks	
	✓		Shrubs & trees provide adequate clearance	Erosion between Trail/Bridge
		NA	Concrete surfaces are clean	
	✓		Surfaces are free of standing water	
		✓	Irrigation system does not overspray onto trail	

For all items marked as "Needs Work", include pictures of all deficiencies and a correction timeline within the notes section.

Wildlight Boarkwalk & Trail Safety Checklist

Minimum Frequency - Monthly

Inspection Date:	1-11-24
Inspector:	Roger Kintz
Location:	Buttonwood LP Dock

Boardwalks

Needs Work	OK	N/A		Notes
	✓		Handrails are in good repair	
	✓		No cracked or broken boards	
	✓		No exposed/raised fasteners	
	✓		Surfaces are splinter free	
	✓		Surfaces are clean & free of trip hazards	
	✓		Smooth transition between boardwalk and trail surface	
	✓		Waste receptacles emptied	
	✓	✓	Warning signs in place	Never any signs in place
	✓		Surrounding vegetation clear of boardwalk	

Trails

Needs Work	OK	N/A		Notes
			Surface material in good repair & free of trip hazards	
			Surface is weed and debris free	
			Transition areas are smooth & free of trip hazards	
			Free of damage & major cracks	
			Shrubs & trees provide adequate clearance	
			Concrete surfaces are clean	
		✓	Surfaces are free of standing water	
			Irrigation system does not overspray onto trail	

For all items marked as "Needs Work", include pictures of all deficiencies and a correction timeline within the notes section.

Wildlight Boarkwalk & Trail Safety Checklist

Minimum Frequency - Monthly

Inspection Date:	1-11-24
Inspector:	Roger Kintz
Location:	Pioneer Park

Boardwalks

Needs Work	OK	N/A		Notes
	✓		Handrails are in good repair	
	✓		No cracked or broken boards	
	✓		No exposed/raised fasteners	
	✓		Surfaces are splinter free	
	✓		Surfaces are clean & free of trip hazards	
	✓		Smooth transition between boardwalk and trail surface	
	✓		Waste receptacles emptied	
	✓	✓	Warning signs in place	Never any signs in place
	✓		Surrounding vegetation clear of boardwalk	

Trails

Needs Work	OK	N/A		Notes
		✓	Surface material in good repair & free of trip hazards	
		✓	Surface is weed and debris free	
		✓	Transition areas are smooth & free of trip hazards	
		✓	Free of damage & major cracks	
		✓	Shrubs & trees provide adequate clearance	
		✓	Concrete surfaces are clean	
		✓	Surfaces are free of standing water	
		✓	Irrigation system does not overspray onto trail	

For all items marked as "Needs Work", include pictures of all deficiencies and a correction timeline within the notes section.

Wildlight Boarkwalk & Trail Safety Checklist

Minimum Frequency - Monthly

Inspection Date:	1-11-24
Inspector:	Roger Kintz
Location:	Dock-Trails behind St Clare's

Boardwalks

Needs Work	OK	N/A		Notes
	✓		Handrails are in good repair	
	✓		No cracked or broken boards	
	✓		No exposed/raised fasteners	
	✓		Surfaces are splinter free	
	✓		Surfaces are clean & free of trip hazards	
✓			Smooth transition between boardwalk and trail surface	Erosion in front of dock
	✓		Waste receptacles emptied	
		✓	Warning signs in place	Never any signs in place
	✓		Surrounding vegetation clear of boardwalk	

Trails

Needs Work	OK	N/A		Notes
	✓		Surface material in good repair & free of trip hazards	
	✓		Surface is weed and debris free	
	✓		Transition areas are smooth & free of trip hazards	
	✓		Free of damage & major cracks	
	✓		Shrubs & trees provide adequate clearance	
	✓		Concrete surfaces are clean	
	✓		Surfaces are free of standing water	
	✓		Irrigation system does not overspray onto trail	

For all items marked as "Needs Work", include pictures of all deficiencies and a correction timeline within the notes section.

Wildlight Boarkwalk & Trail Safety Checklist

Minimum Frequency - Monthly

Inspection Date:	1-11-24
Inspector:	Roger Kantz
Location:	Kayak Pavillion and Dock

Boardwalks

Needs Work	OK	N/A		Notes
			Handrails are in good repair	
			No cracked or broken boards	
			No exposed/raised fasteners	
			Surfaces are splinter free	
			Surfaces are clean & free of trip hazards	
			Smooth transition between boardwalk and trail surface	
			Waste receptacles emptied	
			Warning signs in place	
			Surrounding vegetation clear of boardwalk	

Trails

Needs Work	OK	N/A		Notes
			Surface material in good repair & free of trip hazards	
			Surface is weed and debris free	
			Transition areas are smooth & free of trip hazards	
			Free of damage & major cracks	
			Shrubs & trees provide adequate clearance	
			Concrete surfaces are clean	
			Surfaces are free of standing water	
			Irrigation system does not overspray onto trail	

For all items marked as "Needs Work", include pictures of all deficiencies and a correction timeline within the notes section.

Wildlight Boarkwalk & Trail Safety Checklist

Minimum Frequency - Monthly

Inspection Date:	1-11-24
Inspector:	Reyes Kinta
Location:	Dock at Waterbug Park

Boardwalks

Needs Work	OK	N/A		Notes
		✓	Handrails are in good repair	
	✓		No cracked or broken boards	
	✓		No exposed/raised fasteners	
	✓		Surfaces are splinter free	
✓			Surfaces are clean & free of trip hazards	Dock sits above concrete
		✓	Smooth transition between boardwalk and trail surface	
	✓		Waste receptacles emptied	
	✓		Warning signs in place	
	✓		Surrounding vegetation clear of boardwalk	

Trails

Needs Work	OK	N/A		Notes
		✓	Surface material in good repair & free of trip hazards	
			Surface is weed and debris free	
			Transition areas are smooth & free of trip hazards	
			Free of damage & major cracks	
			Shrubs & trees provide adequate clearance	
			Concrete surfaces are clean	
		✓	Surfaces are free of standing water	
			Irrigation system does not overspray onto trail	

For all items marked as "Needs Work", include pictures of all deficiencies and a correction timeline within the notes section.

Exhibit “C”

The Greenery – January 2024 Irrigation Reports

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Irrigation Technical Inspection Report

East Nassau Stewards

Irrigation Controller	Source Connection	Site Name	Pond across Rayonier Building
Location	Location	Location	
Type/Size	Size	Technician	Karen Gardner
Rain Gauge Y N	Source Meter Well Pump	Date of Inspection	1-10-24
Power On Y N	Read Meter		
General Information	Backflow Y N	Set to Run	Odd Even Every Days
PRV	PRV Y N	(or) Days of Week	S M Tu W Th F S
Master	Master Y N	Set to Run	Odd Even Every Days
Valve	Valve	(or) Days of Week	S M Tu W Th F S

Repairs Proposal or Completed Repairs

Controller		Plant Type			Pipes	Broken Heads					
Zone	Head Type (Rotor, Spray, Drip, etc.)	Turf	Shrub	Annual	Lateral Line Break	Turf Spray (4")	Shrub Spray (12")	Fixed Riser	Gear Driven Rotor	Cleaned/Replaced Nozzle	Comments & Recommendations
1											
2											
3											
4											
5											
6											
7											
8											
9											
10											
11											
12											
13											
14											
15											
16											
17											
18											
19											
20											

Proposal Items: Irrigation Down for mainline break

the greenery, inc.
– EMPLOYEE OWNED –

Irrigation Technical Inspection Report

Hunter I Core		East Nassau Stewards	
Irrigation Controller	Source Connection	Site Name	Micro Brewery
Location	Location	Location	by Roadway in front
Type/Size	Size	Technician	Karen Gardner
Rain Gauge (Y) N	Source (Meter) Well Pump	Date of Inspection	1-10-24
Power On (Y) N	Read Meter		
General information	Backflow Y N	3:00 am Set to Run	Odd Even Every Days
PRV	PRV Y N	A (or) Days of Week	S (M) Tu W (Th) F S
Master	Master Y N	3:00 am Set to Run	Odd Even Every Days
Valve	Valve	B (or) Days of Week	S M (Tu) W Th (F) S

Repairs Proposal or Completed Repairs

	Controller		Plant Type			Pipes	Broken Heads					
	Zone	Head Type (Rotor, Spray, Drip, etc.)	Turf	Shrub	Annual	Lateral Line Break	Turf Spray (4")	Shrub Spray (12")	Fixed Riser	Gear Driven Rotor	Cleaned/Replaced Nozzle	Comments & Recommendations
ø	1											
ø	2											
ø	3											
ø	4											
ø	5											
15	6	S		✓								good
ø	7											
15	8	S		✓								good
30	9	S	✓									good
15	10	S		✓								good
ø	11											
ø	12											
ø	13											
30	14	S	✓									good
30	15	S	✓									good
15	16	S		✓								good
15	17	S		✓								good
30	18	S	✓									good
30	19	S	✓									good
30	20	S	✓									good

Proposal Items: _____

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Irrigation Technical Inspection Report

Hunter I Core

East Nassau Stewards

Irrigation Controller		Source Connection		Site Name	Micro Brewery
Location		Location		Location	by Roadway in front
Type/Size		Size		Technician	Karen Gardner
Rain Gauge (Y) N		Source (Meter) Well Pump		Date of Inspection	1-10-24
Power On (Y) N		Read Meter			
General Information		Backflow	Y N	3:00 – Set to Run	Odd Even Every Days
PRV		PRV	Y N	A (or) Days of Week	S (M) Tu W (Th) F S
Master		Master	Y N	3:00 Set to Run	Odd Even Every Days
Valve		Valve		B (or) Days of Week	S M (Tu) W Th (F) S

Repairs Proposal or Completed Repairs

	Controller		Plant Type			Pipes	Broken Heads					
	Zone	Head Type (Rotor, Spray, Drip, etc.)	Turf	Shrub	Annual	Lateral Line Break	Turf Spray (4")	Shrub Spray (12")	Fixed Riser	Gear Driven Rotor	Cleaned/Replaced Nozzle	Comments & Recommendations
15	21	S		✓								good
30	22	S	✓									fair
30	23	S	✓									good
	4											
	5											
	6											
	7											
	8											
	9											
	10											
	11											
	12											
	13											
	14											
	15											
	16											
	17											
	18											
	19											
	20											

Proposal Items:

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Irrigation Technical Inspection Report

Hunter Icc2

East Nassau stewards

Irrigation Controller	Source Connection				Site Name	office Condos
Location	Location				Location	Corner Loo building
Type/Size	Size				Technician	Karen Gardner
Rain Gauge (Y) N	Source (Meter) Well Pump				Date of Inspection	1-11-24
Power On (Y) N	Read Meter				10:00pm	
General Information	Backflow	Y	N		A Set to Run	Odd Even Every Days
PRV	PRV	Y	N		(or) Days of Week	S M (Tu) W Th (F) S
Master	Master	Y	N		Set to Run	Odd Even Every Days
Valve	Valve				(or) Days of Week	S M Tu W Th F S

Repairs Proposal or Completed Repairs

	Controller		Plant Type			Pipes	Broken Heads					
	Zone	Head Type (Rotor, Spray, Drip, etc.)	Turf	Shrub	Annual	Lateral Line Break	Turf Spray (4")	Shrub Spray (12")	Fixed Riser	Gear Driven Rotor	Cleaned/Replaced Nozzle	Comments & Recommendations
10	1	Drip		✓								good
15	2	S	✓									good
15	3	S	✓	✓								good
10	4	Drip	✓									good
ø	5											
ø	6											
ø	7											
15	8	S	✓									good
ø	9											
15	10	Drip		✓								good
15	11	S	✓									good
10	12	Drip		✓								good
10	13	Drip		✓								good
15	14	S	✓									good
10	15	Drip		✓								good
15	16	S	✓	✓								good
	17											
	18											
	19											
	20											

Proposal Items:

the greenery, inc.
– EMPLOYEE OWNED –

Irrigation Technical Inspection Report

Hunter X Core		East Nassau Stewards	
Irrigation Controller	Source Connection	Site Name	Mexican Resturant
Location	Location	Location	in fenced area behind building
Type/Size	Size	Technician	Karen Gardner
Rain Gauge (Y) N	Source (Meter) Well Pump	Date of Inspection	1-11-24
Power On (Y) N	Read Meter		
General Information	Backflow Y N	3:00 ← Set to Run	Odd Even Every Days
PRV	PRV Y N	(or) Days of Week	S M (Tu) W Th (F) S
Master	Master Y N	Set to Run	Odd Even Every Days
Valve	Valve	(or) Days of Week	S M Tu W Th F S

Repairs Proposal or Completed Repairs

	Zone	Head Type (Rotor, Spray, Drip, etc.)	Plant Type: Turf	Plant Type: Shrub	Plant Type: Annual	Pipes: Lateral Line Break	Broken Heads: Turf Spray (4")	Broken Heads: Shrub Spray (12")	Broken Heads: Fixed Riser	Broken Heads: Gear Driven Rotor	Broken Heads: Cleaned/Replaced Nozzle	Comments & Recommendations
20	1	S		✓								good
20	2	S		✓								good
	3											
	4											
	5											
	6											
	7											
	8											
	9											
	10											
	11											
	12											
	13											
	14											
	15											
	16											
	17											
	18											
	19											
	20											

Proposal Items:

the greenery, inc.
— EMPLOYEE OWNED —

Irrigation Technical Inspection Report

Rainbird TM2

East Nassau Stewards

Irrigation Controller	Source Connection	Site Name	Tastey's
Location	Location	Location	in fenced area behind building
Type/Size	Size	Technician	Karen Gardner
Rain Gauge (Y) N	Source (Meter) Well Pump	Date of Inspection	1-11-24
Power On (Y) N	Read Meter		
General Information	Backflow Y N	3:00 am Set to Run	Odd Even Every Days
PRV	PRV Y N	(or) Days of Week	S M (Tu) W Th (F) S
Master	Master Y N	Set to Run	Odd Even Every Days
Valve	Valve	(or) Days of Week	S M Tu W Th F S

Repairs Proposal or Completed Repairs

	Zone	Head Type (Rotor, Spray, Drip, etc.)	Plant Type: Turf	Plant Type: Shrub	Plant Type: Annual	Pipes: Lateral Line Break	Broken Heads: Turf Spray (4")	Broken Heads: Shrub Spray (12")	Broken Heads: Fixed Riser	Broken Heads: Gear Driven Rotor	Broken Heads: Cleaned/Replaced Nozzle	Comments & Recommendations
10	1	S		✓								good
10	2	S		✓								good
20	3	S	✓	✓								good
10	4	S		✓								good
10	5	S		✓								good
30	6	RIS	✓	✓								good
10	7	S		✓								good
20	8	D		✓								good
	9											
	10											
	11											
	12											
	13											
	14											
	15											
	16											
	17											
	18											
	19											
	20											

Proposal Items:

the greenery, inc.
– EMPLOYEE OWNED –

Irrigation Technical Inspection Report

Irrigation Controller	Source Connection	Site Name	East Nassau Stewards Front Entrance clock
Location	Location	Location	
Type/Size	Size	Technician	Karen Gardner
Rain Gauge Y N	Source Meter Well Pump	Date of Inspection	1-18-24
Power On Y N	Read Meter		
General Information	Backflow Y N	Set to Run	Odd Even Every Days
PRV	PRV Y N	(or) Days of Week	S M Tu W Th F S
Master	Master Y N	Set to Run	Odd Even Every Days
Valve	Valve	(or) Days of Week	S M Tu W Th F S

Repairs Proposal or Completed Repairs

Controller		Plant Type			Pipes	Broken Heads					
Zone	Head Type (Rotor, Spray, Drip, etc.)	Turf	Shrub	Annual	Lateral Line Break	Turf Spray (4")	Shrub Spray (12")	Fixed Riser	Gear Driven Rotor	Cleaned/Replaced Nozzle	Comments & Recommendations
1											
2											
3											
4											
5											
6											
7											
8											
9											
10											
11											
12											
13											
14											
15											
16											
17											
18											
19											
20											

Proposal Items: Irrigation is down for mainline Repair

the greenery, inc.
– EMPLOYEE OWNED –

Irrigation Technical Inspection Report

Rainbird ESP TM2		East Nassau Stewards	
Irrigation Controller	Source Connection	Site Name	Cube Smart
Location behind Building	Location	Location	William Burgess Blvd. Yulee
Type/Size	Size	Technician	Karen Gardner
Rain Gauge (Y) N	Source (Meter) Well Pump	Date of Inspection	1-11-24
Power On (Y) N	Read Meter		A
General information	Backflow Y N	3:00AM Set to Run	Odd Even Every Days
PRV	PRV Y N	2 (or) Days of Week	S M (Tu) W Th (F) S
Master	Master Y N	Set to Run	Odd Even Every Days
Valve	Valve	(or) Days of Week	S M Tu W Th F S

Repairs Proposal or Completed Repairs

	Zone	Head Type (Rotor, Spray, Drip, etc.)	Plant Type: Turf	Plant Type: Shrub / Trees	Plant Type: Annual	Pipes: Lateral Line Break	Broken Heads: Turf Spray (4")	Broken Heads: Shrub Spray (12")	Broken Heads: Fixed Riser	Broken Heads: Gear Driven Rotor	Broken Heads: Cleaned/Replaced Nozzle	Comments & Recommendations
45	1	D		✓								good
45	2	D		✓								good
45	3	D		✓								good
45	4	D		✓								good
45	5	D		✓								good
	6											
	7											
	8											
	9											
	10											
	11											
	12											
	13											
	14											
	15											
	16											
	17											
	18											
	19											
	20											

Proposal Items:

the greenery, inc.
– EMPLOYEE OWNED –

Irrigation Technical Inspection Report

Hunter ACC2		East Nassau stewards	
Irrigation Controller	Source Connection	Site Name	Crosstown
Location	Location by clock	Location	Exit Side front Entrance
Type/Size	Size	Technician	Karen Gardner
Rain Gauge Y (N)	Source (Meter) Well Pump	Date of Inspection	1-10-24
Power On (Y) N	Read Meter	A	12:00 am
General Information	Backflow Y N	Set to Run	Odd Even Every Days
PRV	PRV Y N	1 (or) Days of Week	S M Tu (W) Th F S
Master	Master Y N	Set to Run	Odd Even Every Days
Valve	Valve	(or) Days of Week	S M Tu W Th F S

Repairs Proposal or Completed Repairs

	Controller		Plant Type			Pipes		Broken Heads					
	Zone	Head Type (Rotor, Spray, Drip, etc.)	Turf	Shrub	Annual	Lateral Line Break	Drip	Turf Spray (4")	Shrub Spray (12")	Fixed Riser	Gear Driven Rotor	Cleaned/Replaced Nozzle	Comments & Recommendations
20	1	S	✓	✓									good
20	2	D		✓									good
20	3	D		✓									good
20	4	S	✓	✓									✓
20	5	D		✓									Head valve shut down
20	6	D		✓									good
20	7	S	✓										good
20	8	S	✓										Cracked Nozzle
20	9	R	✓										good
20	10	D		✓									Broken Drip line
20	11	S	✓										good
20	12	D											Break / No wire nuts on valves
20	13	S	✓										good
20	14	D		✓									good
20	15	S	✓										good
20	16	S	✓										✓
20	17	S	✓										Short in wire
20	18	S	✓										valve shut down
	19												
	20												

Proposal Items:

the greenery, inc.
– EMPLOYEE OWNED –

Irrigation Technical Inspection Report

Hunter Acc 2

East Nassau Stewards

Irrigation Controller	Source Connection	Site Name	Cross town
Location	Location by clock	Location	Exit side front Entrance
Type/Size	Size	Technician	Karen Gardner
Rain Gauge Y (N)	Source (Meter) Well Pump	Date of Inspection	1-10-24
Power On (Y) N	Read Meter	B	12:00 am
General Information	Backflow Y N	Set to Run	Odd Even Every Days
PRV	PRV Y N	1 (or) Days of Week	S M Tu W (Th) F S
Master	Master Y N	Set to Run	Odd Even Every Days
Valve	Valve	(or) Days of Week	S M Tu W Th F S

Repairs Proposal or Completed Repairs

	Controller		Plant Type			Pipes	Broken Heads					
	Zone	Head Type (Rotor, Spray, Drip, etc.)	Turf	Shrub	Annual	Lateral Line Break	Turf Spray (4")	Shrub Spray (12")	Fixed Riser	Gear Driven Rotor	Cleaned/Replaced Nozzle	Comments & Recommendations
20	19	D		✓								good
20	20	D		✓								good
20	21	R	✓									good
20	22	D		✓								good
20	23	D		✓								✓
20	24											Could not get irrigation to come on
20	25	D		✓								good
20	26	D		✓								good
20	27	D		✓								good
20	28											Could not get irrigation to come on
20	29	D		✓								Valve beside this one not hooked up
20	30	S	✓									good
20	31	D		✓								good
20	32	S	✓									good
20	33	D		✓								✓
20	34	D		✓								Valve shut off
20	35	R	✓									✓
20	36	D		✓								Valve shut off

Proposal Items:

the greenery, inc.
– EMPLOYEE OWNED –

Irrigation Technical Inspection Report

Hunter ACC 2

East Nassau Stewards

Irrigation Controller	Source Connection	Site Name	Crosstown
Location left side Exit	Location by clock	Location	wildlight
Type/Size	Size	Technician	Karen Gardner
Rain Gauge Y (N)	Source (Meter) Well Pump	Date of Inspection	1-11-24
Power On (Y) N	Read Meter	C	12:00 cn
General Information	Backflow Y N	Set to Run	Odd Even Every Days
PRV	PRV Y N	(or) Days of Week	S M Tu W Th (F) S
Master	Master Y N	Set to Run	Odd Even Every Days
Valve	Valve	(or) Days of Week	S M Tu W Th F S

Repairs Proposal or Completed Repairs

	Controller		Plant Type			Pipes	Broken Heads					
	Zone	Head Type (Rotor, Spray, Drip, etc.)	Turf	Shrub	Annual	Lateral Line Break	Turf Spray (4")	Shrub Spray (12")	Fixed Riser	Gear Driven Rotor	Cleaned/Replaced Nozzle	Comments & Recommendations
20	37	S	✓									valve shut off
20	38	D		✓								good
20	39	S	✓									good
20	40	D		✓								good
20	41	S	✓									good
20	42	S	✓									valve shut off
20	43	S	✓									good
20	44	S	✓									No wire nuts
20	45	D		✓								good
20	46	D		✓								good
20	47	R	✓									good
20	48	S	✓									good
20	49	S	✓									No pressure / need to locate valve
20	50	D		✓								good
20	51	D		✓								good
20	52	D		✓								good
20	53	R	✓									good

Proposal Items:

the greenery, inc.
– EMPLOYEE OWNED –

Irrigation Technical Inspection Report

East Nassau Stewards

Irrigation Controller	Source Connection	Site Name	Crosstown / Kayak ramp
Location	Location	Location	Wildlight
Type/Size	Size	Technician	Karen Gardner
Rain Gauge Y N	Source Meter Well Pump	Date of Inspection	1-11-24
Power On Y N	Read Meter		
General Information	Backflow Y N	Set to Run	Odd Even Every Days
PRV	PRV Y N	(or) Days of Week	S M Tu W Th F S
Master	Master Y N	Set to Run	Odd Even Every Days
Valve	Valve	(or) Days of Week	S M Tu W Th F S

Repairs Proposal or Completed Repairs

Controller		Plant Type			Pipes	Broken Heads					
Zone	Head Type (Rotor, Spray, Drip, etc.)	Turf	Shrub	Annual	Lateral Line Break	Turf Spray (4")	Shrub Spray (12")	Fixed Riser	Gear Driven Rotor	Cleaned/Replaced Nozzle	Comments & Recommendations
1	D		✓								
2	D		✓								
3	D		✓								
4											
5											
6											
7											
8											
9											
10											
11											
12											
13											
14											
15											
16											
17											
18											
19											
20											

Proposal Items: These need to be added to clock

the greenery, inc.
– EMPLOYEE OWNED –

Irrigation Technical Inspection Report

East Nassau Stewards

Irrigation Controller	Source Connection	Site Name	Floco Tee station
Location	Location	Location	~~I-30-24~~
Type/Size	Size	Technician	Karen Gardner
Rain Gauge Y N	Source Meter Well Pump	Date of Inspection	1-30-24
Power On Y N	Read Meter		
General Information	Backflow Y N	Set to Run	Odd Even Every Days
PRV	PRV Y N	(or) Days of Week	S M Tu W Th F S
Master	Master Y N	Set to Run	Odd Even Every Days
Valve	Valve	(or) Days of Week	S M Tu W Th F S

Repairs Proposal or Completed Repairs

Controller		Plant Type			Pipes	Broken Heads					
Zone	Head Type (Rotor, Spray, Drip, etc.)	Turf	Shrub	Annual	Lateral Line Break	Turf Spray (4")	Shrub Spray (12")	Fixed Riser	Gear Driven Rotor	Cleaned/Replaced Nozzle	Comments & Recommendations
1											
2											
3											
4											
5											
6											
7											
8											
9											
10											
11											
12											
13											
14											
15											
16											
17											
18											
19											
20											

Proposal Items: Mainline breaks & moving mainlines & valves

the greenery, inc.
– EMPLOYEE OWNED –

Irrigation Technical Inspection Report

Hunter I core

East Nassau Stewards

Irrigation Controller	Source Connection				Site Name	Water bug Park
Location	Location				Location	fenced in area at Pool Equipment
Type/Size	Size				Technician	Karen
Rain Gauge (O) N	Source	(Meter)	Well	Pump	Date of Inspection	1-9-24
Power On (O) N	Read Meter					
General Information	Backflow	Y	N		1:00 ← Set to Run	Odd Even Every Days
PRV	PRV	Y	N		4 (or) Days of Week	S (M) Tu W (Th) F S
Master	Master	Y	N		Set to Run	Odd Even Every Days
Valve	Valve				(or) Days of Week	S M Tu W Th F S

Repairs Proposal or Completed Repairs

	Zone	Head Type (Rotor, Spray, Drip, etc.)	Plant Type: Turf	Plant Type: Shrub	Plant Type: Annual	Pipes: Lateral Line Break	Broken Heads: Turf Spray (4")	Broken Heads: Shrub Spray (12")	Broken Heads: Fixed Riser	Broken Heads: Gear Driven Rotor	Broken Heads: Cleaned/Replaced Nozzle	Comments & Recommendations
20	1	S	✓									good
ϕ	2											
10	3	S		S								good
5	4	Drip										good
30	5	R	✓									good
30	6	R	✓									good
5	7	S		✓								good
60	8	R	✓									good
ϕ	9											
ϕ	10											
ϕ	11											
60	12	R	✓									good
60	13	R	✓									good
ϕ	14											
ϕ	15											
20	16	S		✓								good
20	17	S	✓									good
60	18	R	✓									good
60	19	R	✓									good
60	20	R	✓									good

Proposal Items:

the greenery, inc.
– EMPLOYEE OWNED –

Irrigation Technical Inspection Report

Hunter I Core

East Nassau Stewards

Irrigation Controller	Source Connection		Site Name	Waterbury Park
Location	Location		Location	Pool Equipment
Type/Size	Size		Technician	Karen
Rain Gauge (Y) N	Source (Meter) Well Pump		Date of Inspection	1-9-24
Power On (Y) N	Read Meter			
General Information	Backflow	Y N	1:00 am Set to Run	Odd Even Every Days
PRV	PRV	Y N	4 (or) Days of Week	S (M) Tu W (Th) F S
Master	Master	Y N	Set to Run	Odd Even Every Days
Valve	Valve		(or) Days of Week	S M Tu W Th F S

Repairs Proposal or Completed Repairs

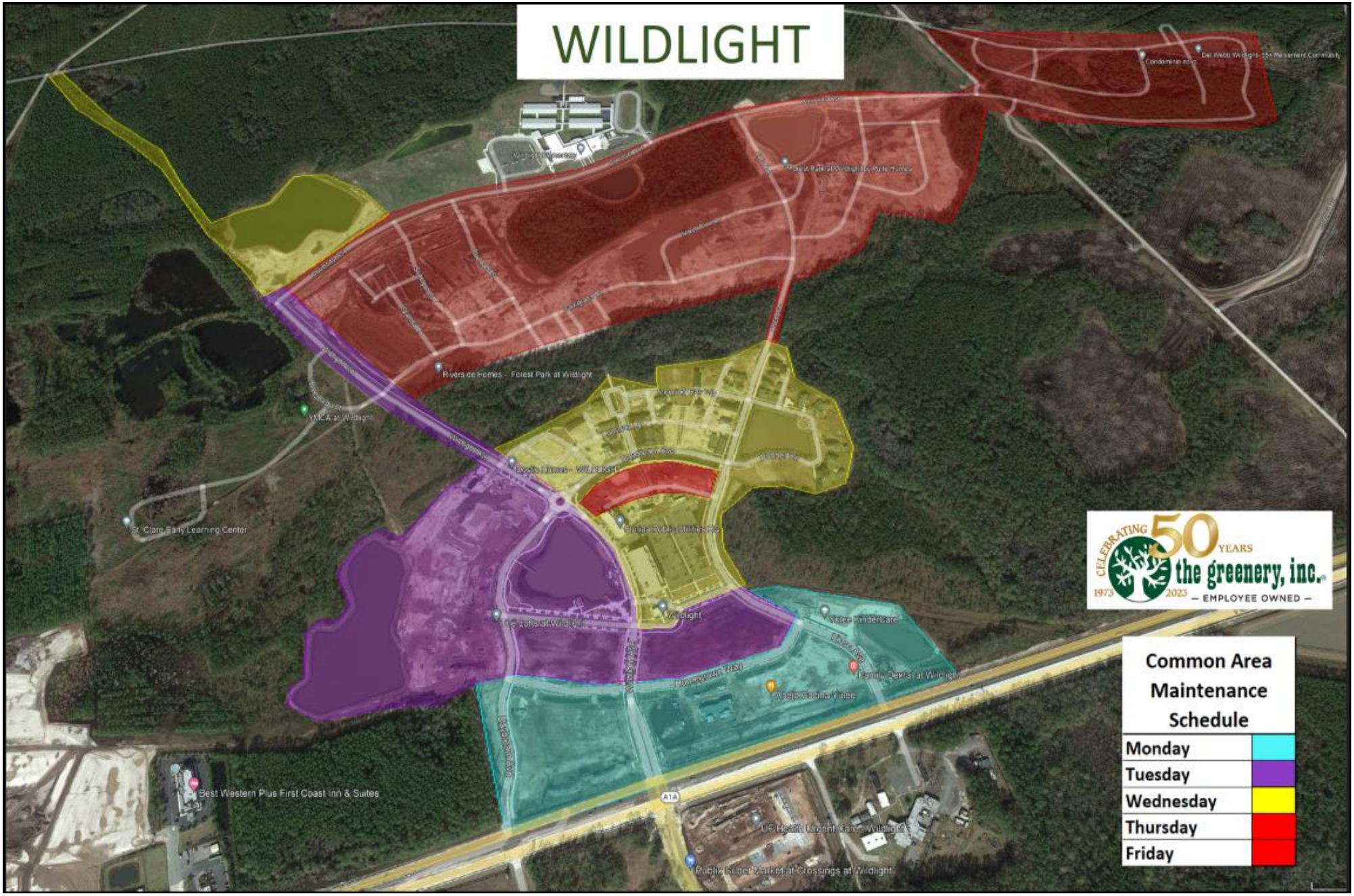
Zone	Controller: Head Type (Rotor, Spray, Drip, etc.)	Plant Type: Turf	Plant Type: Shrub	Plant Type: Annual	Pipes: Lateral Line Break	Broken Heads: Turf Spray (4")	Broken Heads: Shrub Spray (12")	Broken Heads: Fixed Riser	Broken Heads: Gear Driven Rotor	Broken Heads: Cleaned/Replaced Nozzle	Comments & Recommendations
60 1	R		✓								pool
60 2	R	✓									pool
3											
4											
5											
6											
7											
8											
9											
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19											
20											

Proposal Items:

EXHIBIT “D”

The Greenery – January 2024 Landscape Maintenance Reports

Landscape Maintenance Schedule



MAINTENANCE UPDATE

PUNCH ITEMS - Completed this week

Area	Type	Description	Follow-up
Townhomes	Weeds	Spray bioswale	
Common Area	Weeds	Oak suckers in tree rings	
Common Area	Mowing	Blow off walkways behind Rayonier parking lot	
Common Area	Plant Health Care	Ants in parking lot islands behind Rayonier building	
Common Area	Mowing	Palm fronds at Curiosity and Blue Daze	

PUNCH ITEMS - OPEN

Area	Type	Description	Follow-up
Townhomes	Irrigation	251 & 221 Water meter cover	
Common Area	Plant Health Care	Ponder Cir park turf	What is your preference to schedule?
Common Area	Irrigation	Corner of Daydream and Homegrown	Found valve, but no pressure. Check for breaks along the lines
Common Area	Irrigation	Check turf at Ponder Cir monument sign	Irrigation break, need to replace along with Ponder park
Common Area	Shrubs	Check for shilling replacements down Curiosity	
Common Area	Shrubs	Leaning palm at Hammock	
Townhomes	Irrigation	Townhomes - 205 Wildlight Ave broken box	
Townhomes	Shrubs	Come up with better shrubs than plumbagos - 244 Daydream	
Common Area	Plant Health Care	Leaning tree on curiosity, homegrown, salt marsh loop	
Common Area	Irrigation	Rain sensor knocked over at Office condo	
Common Area	Shrubs	Missing Magnolia on Extension	
Townhomes	Irrigation	Fill in holes in bioswale	
Common Area	Weeds	Weedeat fence line behind Lofts apts	
Common Area	Enhancement opp	Island damage by condos	Need to propose
Common Area	Irrigation	Repaie valve by new office condo	Waiting for larger trucks to be completed with this job
Common Area	Shrubs	Leaning trees down Crosstown	
Common Area	Shrubs	Dead palm at extension	
Townhomes	Weeds	Weeds in beds and shrubs (250, 248, 222)	
Townhomes	Weeds	Crack weeds	
Common Area	Weeds	Weeds and leaves on curb lines at commercial lots	
Common Area	Weeds	Weeds in shrubs behind commercial buildings	
Common Area	Weeds	Curb and crack weeds down Tinker	
Common Area	Shrubs	Need to clean up beds on Curiosity at intersections of Floco and Muhly	Need to scrape sod and propose drainage

PUNCH ITEMS - HISTORICAL (1 month trailing)

Area	Type	Description	Follow-up

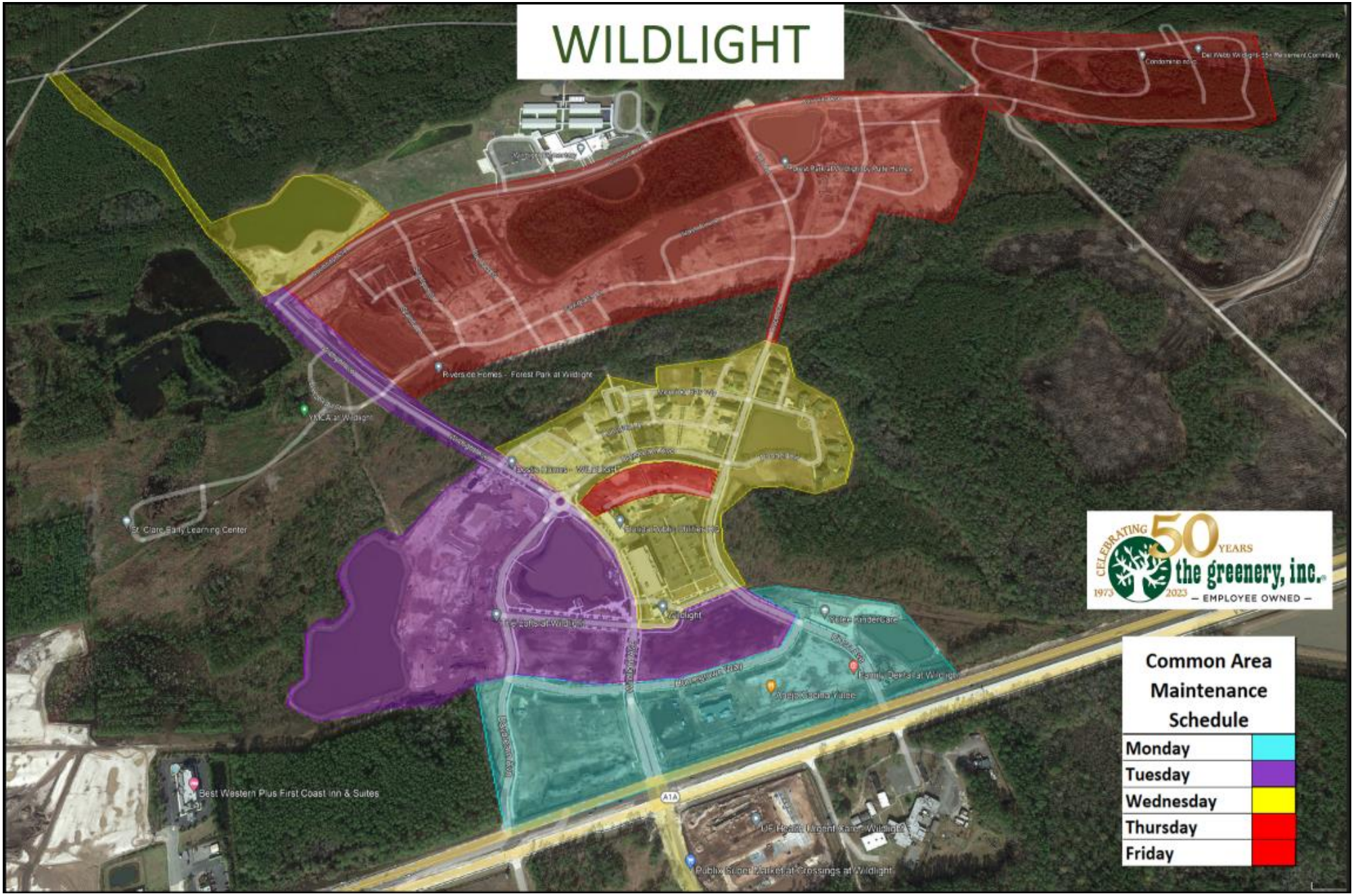
MAINTENANCE UPDATE

Working on proposal. Not yet submitted.
Proposal delivered. Waiting on reply
Work not approved (declined)
Work approved. Ones with completed date are finished

ENHANCEMENT OPPORTUNITES/PROPOSALS

Opportunity #	Property Name	Opportunity Name	Opp Status	Estimated $	Created Date	Complete Date	Lost Date
		ESTIMATING					
		Crepe myrtles at walkway between townhomes?					
		Drainage for beds on North side of Curiosity past school					
		DELIVERED					
59097		River birch Replant	Delivered	$ 268	20-Oct		
58988		Irrigation at parallel parking spots by office condos.	Delivered	$ 1,363	13-Oct		
58322		Bocee Ball synthetic turf option	Delivered	$ 21,420	29-Sep		
58160	Wildlight Residential Association Tow	Sod replacement Front Yard 201 Daydream	Delivered	$ 7,657	09/27/23		
58149	Wildlight Residential Association	Drainage Install Along Sidewalk by Forest Park Pond	Delivered	$ 8,123	09/26/23	**verbal**	
58152	Wildlight Residential Association	Sod Replacement in Front of Pulte Models	Delivered	$ 7,766	09/26/23		
58051	Crosstown at Wildlight	Crosstown Improvements	Delivered	$ 22,582	09/25/23	**verbal**	
56567	Wildlight Waterbug Park	Washout Behind TV Wall	Delivered	$ 3,955	08/18/23		
56158	Wildlight Residential Association Tow	Labor for Sod Install in Front of 222	Delivered	$ 2,010	08/08/23		
56156	Wildlight Residential Association	Islands in Mobility Trail Park Replanting	Delivered	$ 5,636	08/08/23		
56155	Wildlight Residential Association	Entrance to Mobility Trail Replanting	Delivered	$ 3,290	08/08/23		
56153	Wildlight Residential Association	Julep Park Cord Grass Addition	Delivered	$ 555	08/08/23		
56044	Wildlight Waterbug Park	Waterbug Game Park Drainage Install	Delivered	$ 19,495	08/07/23		
52823	Wildlight Commercial Association	Irrigation Repairs at New Office Condos	Delivered	$ 1,363	05/10/23		
		LOST					
56656	Wildlight Residential Association Tow	Dog trot and Buttonwood loop Sod	Lost	$ 5,778	08/22/23		
56161	Mark McHugh	Hardwood Mulch	Lost	$ 2,490	08/08/23		
56160	Mark McHugh	Pinestraw	Lost	$ 1,570	08/08/23		
56159	Wildlight Residential Association Tow	Labor for Sod Install in Front of 217	Lost	$ 1,005	08/08/23		
56043	Wildlight Waterbug Park	Bocce Ball Court Replacement	Lost	$ 34,121	08/07/23		
58059	Wildlight Curiosity Ave Enhancements	Repair Current Mainline Break	Lost	$ 1,600	09/26/23		
		WON					
58262	Skinner Wildlight Office Condos	Wildlight office condos-drainage	Won	$ 5,967	09/28/23		
58146	Wildlight Residential Association	Ponder Cir Controller Decoder Replacement	Won	$ 860	09/26/23		
58151	Wildlight Residential Association	Crepe Myrtle Replacement	Won	$ 525	09/26/23		
56154	Wildlight Residential Association	Washingtonia Palm Replacement at Buttonwood	Won	$ 790	08/08/23		
58161	Wildlight, LLC	Bush Hogging Parcels on Tinker	Won	$ 1,175	09/27/23		
58060	Wildlight Curiosity Ave Enhancements	Moving Mainline and Wiring	Won	$ 17,420	09/26/23		
56657	Wildlight Residential Association	Dog trot and Buttonwood loop Sod	Won	$ -	08/22/23		

Landscape Maintenance Schedule



MAINTENANCE UPDATE

PUNCH ITEMS - Completed this week

Area	Type	Description	Follow-up
Townhomes	Weeds	Weeds in beds and shrubs (250, 248, 222)	
Townhomes	Weeds	Crack weeds	
Common Area	Weeds	Weeds and leaves on curb lines at commercial lots	
Common Area	Weeds	Weeds in shrubs behind commercial buildings	
Common Area	Weeds	Curb and crack weeds down Tinker	
Common Area	Irrigation	Repaie valve by new office condo	Waiting for larger trucks to be completed with this job
Townhomes	Irrigation	Fill in holes in bioswale	
Common Area	Weeds	Entrance Islands	
Common Area	Irrigation	Dog Trot park irrigation turned off	

PUNCH ITEMS - OPEN

Area	Type	Description	Follow-up
Townhomes	Irrigation	251 & 221 Water meter cover	
Common Area	Plant Health Care	Ponder Cir park turf	What is your preference to schedule?
Common Area	Irrigation	Corner of Daydream and Homegrown	Found valve, but no pressure. Check for breaks along the lines
Common Area	Irrigation	Check turf at Ponder Cir monument sign	Irrigation break, need to replace along with Ponder park
Common Area	Shrubs	Leaning palm at Hammock	
Townhomes	Irrigation	Townhomes - 205 Wildlight Ave broken box	
Townhomes	Shrubs	Come up with better shrubs than plumbagos - 244 Daydream	
Common Area	Plant Health Care	Leaning tree on curiosity, homegrown, salt marsh loop	
Common Area	Irrigation	Rain sensor knocked over at Office condo	
Common Area	Shrubs	Missing Magnolia on Extension	
Common Area	Weeds	Weedeat fence line behind Lofts apts	
Common Area	Enhancement opp	Island damage by condos	Need to propose
Common Area	Shrubs	Leaning trees down Crosstown	
Common Area	Shrubs	Dead palm at extension	
Common Area	Weeds	Publix berm - weeds in turf and beds	
Common Area	Weeds	Publix berm - crack weeds and trash	
Common Area	Mowing	Try and repair ruts in pine straw bed at Tinker	
Common Area	Enhancement opp	Ruts at corner of Wildlight and Curiosity	
Common Area	Weeds	Weeds in hike and bike trail along Wildlight extension	
Townhomes	Weeds	In roses	
Townhomes	Weeds	217 palm tree bed. Look at palm fronds as well	
Common Area	Mowing	Need to rake out ADA mulch beds at Waterbug and Hammcok Park	
Common Area	Shrubs	Need to clean up beds on Curiosity at intersections of Floco and Muhly	Need to scrape sod and propose drainage

MAINTENANCE UPDATE

PUNCH ITEMS - HISTORICAL (1 month trailing)

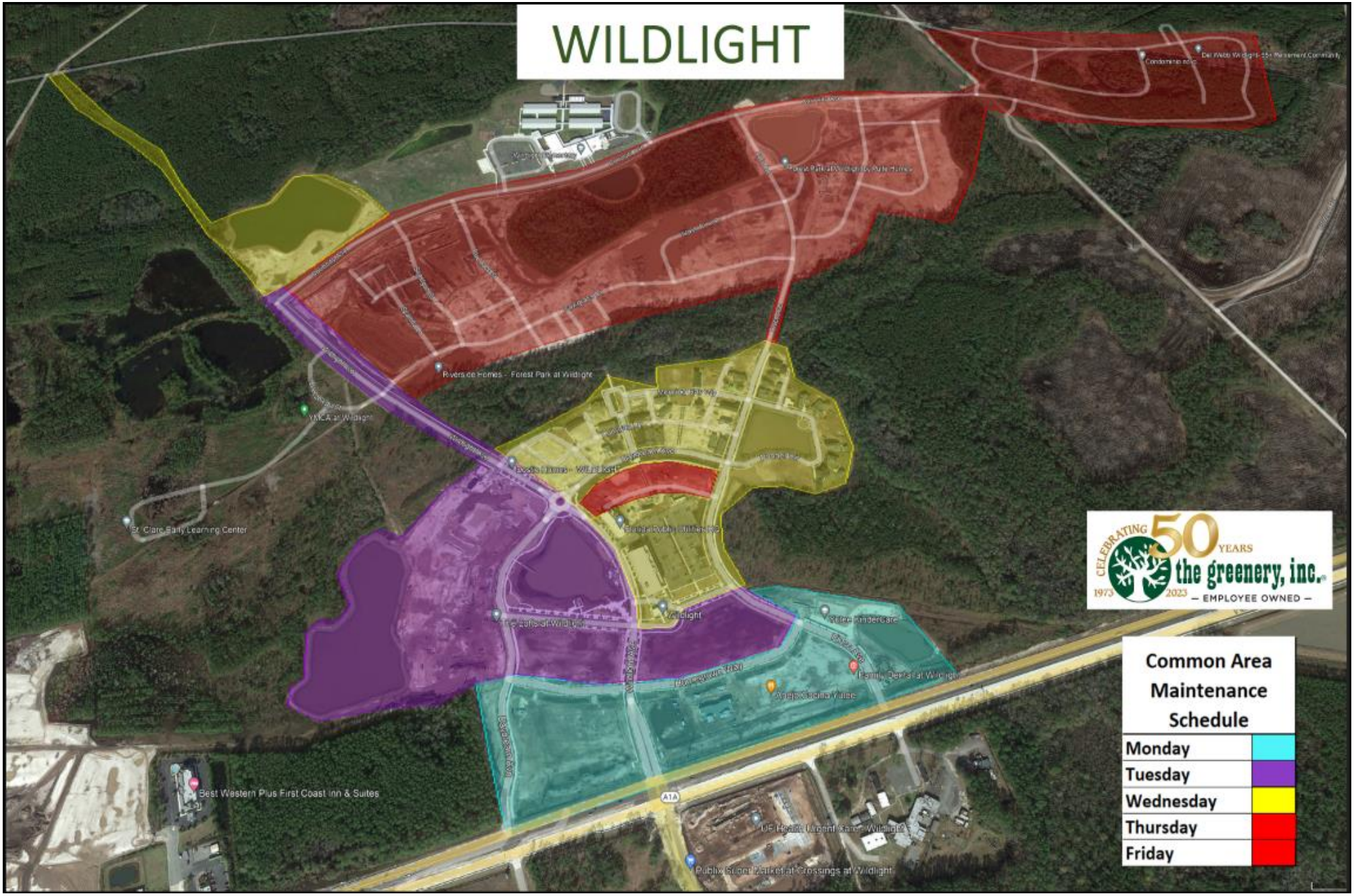
Area	Type	Description	Follow-up
Townhomes	Weeds	Spray bioswale	
Common Area	Weeds	Oak suckers in tree rings	
Common Area	Mowing	Blow off walkways behind Rayonier parking lot	
Common Area	Plant Health Care	Ants in parking lot islands behind Rayonier building	
Common Area	Mowing	Palm fronds at Curiosity and Blue Daze	

Working on proposal. Not yet submitted.
Proposal delivered. Waiting on reply
Work not approved (declined)
Work approved. Ones with completed date are finished

ENHANCEMENT OPPORTUNITES/PROPOSALS

Opportunity #	Property Name	Opportunity Name	Opp Status	Estimated $	Created Date	Complete Date	Lost Date
		ESTIMATING					
		Crepe myrtles at walkway between townhomes?					
		Drainage for beds on North side of Curiosity past school					
		DELIVERED					
59097		River birch Replant	Delivered	$ 268	20-Oct		
58988		Irrigation at parallel parking spots by office condos.	Delivered	$ 1,363	13-Oct		
58322		Bocee Ball synthetic turf option	Delivered	$ 21,420	29-Sep		
58160	Wildlight Residential Association Tow	Sod replacement Front Yard 201 Daydream	Delivered	$ 7,657	09/27/23		
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		WON					
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58161	Wildlight, LLC	Bush Hogging Parcels on Tinker	Won	$ 1,175	09/27/23		
58060	Wildlight Curiosity Ave Enhancements	Moving Mainline and Wiring	Won	$ 17,420	09/26/23		
56657	Wildlight Residential Association	Dog trot and Buttonwood loop Sod	Won	$ -	08/22/23		

Landscape Maintenance Schedule



MAINTENANCE UPDATE

PUNCH ITEMS - Completed this week

Area	Type	Description	Follow-up
Common Area	Weeds	Publix berm - weeds in turf and beds	
Common Area	Weeds	Publix berm - crack weeds and trash	
Common Area	Mowing	Try and repair ruts in pine straw bed at Tinker	
Common Area	Enhancement opp	Ruts at corner of Wildlight and Curiosity	
Common Area	Weeds	Weeds in hike and bike trail along Wildlight extension	
Townhomes	Weeds	In roses	
Townhomes	Weeds	217 palm tree bed. Look at palm fronds as well	
Common Area	Weeds	Cleaned concrete pillars down Curiosity	

PUNCH ITEMS - OPEN

Area	Type	Description	Follow-up
Townhomes	Irrigation	251 & 221 Water meter cover	
Common Area	Plant Health Care	Ponder Cir park turf	What is your preference to schedule?
Common Area	Irrigation	Corner of Daydream and Homegrown	Found valve, but no pressure. Check for breaks along the lines
Common Area	Irrigation	Check turf at Ponder Cir monument sign	Irrigation break, need to replace along with Ponder park
Common Area	Shrubs	Leaning palm at Hammock	
Townhomes	Irrigation	Townhomes - 205 Wildlight Ave broken box	
Townhomes	Shrubs	Come up with better shrubs than plumbagos - 244 Daydream	
Common Area	Plant Health Care	Leaning tree on curiosity, homegrown, salt marsh loop	
Common Area	Irrigation	Rain sensor knocked over at Office condo	
Common Area	Shrubs	Missing Magnolia on Extension	
Common Area	Weeds	Weedeat fence line behind Lofts apts	
Common Area	Enhancement opp	Island damage by condos	Need to propose
Common Area	Shrubs	Leaning trees down Crosstown	
Common Area	Shrubs	Dead palm at extension	
Common Area	Mowing	Need to rake out ADA mulch beds at Waterbug and Hammcok Park	
Townhomes	Weeds	222 Wildlight Ave	
Townhomes	Weeds	Back yard of 209 Daydream. Need to check if access is unlocked	
Common Area	Mowing	Suckers and guide wires on trees at Office condo	
Common Area	Irrigation	Broken line and weeping heads at Rayonier parking island	
Common Area	Weeds	Weeds in Rayonier parking lot beds	
Common Area	Weeds	Waterbug Park	
Common Area	Weeds	Weeds in berm along Curiosity, past Muhly Grass Rd.	
Common Area	Weeds	Tree rings down Floco	
Common Area	Shrubs	Need to clean up beds on Curiosity at intersections of Floco and Muhly	Need to scrape sod and propose drainage

MAINTENANCE UPDATE

PUNCH ITEMS - HISTORICAL (1 month trailing)

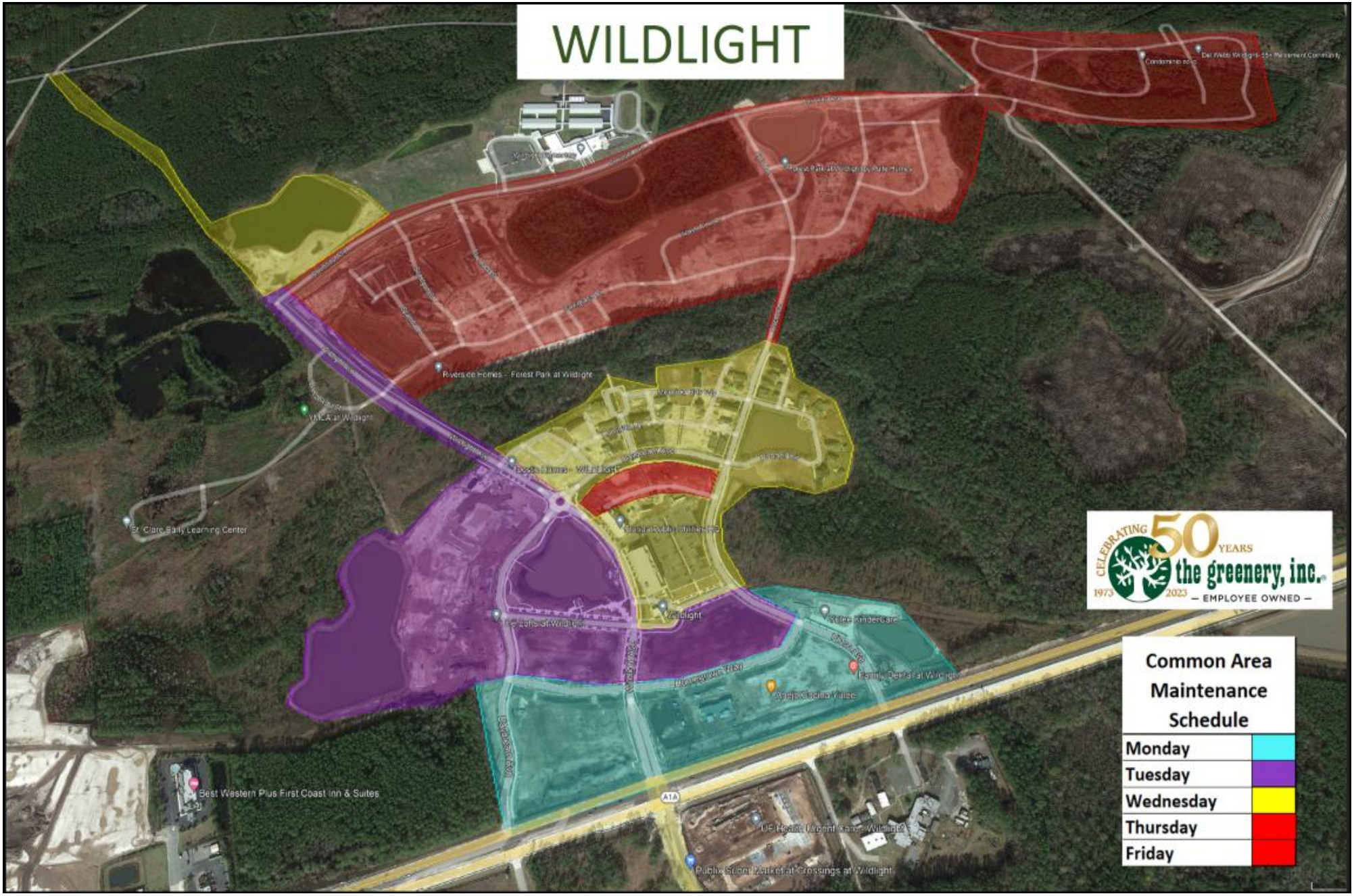
Area	Type	Description	Follow-up
Townhomes	Weeds	Spray bioswale	
Common Area	Weeds	Oak suckers in tree rings	
Common Area	Mowing	Blow off walkways behind Rayonier parking lot	
Common Area	Plant Health Care	Ants in parking lot islands behind Rayonier building	
Common Area	Mowing	Palm fronds at Curiosity and Blue Daze	
Townhomes	Weeds	Weeds in beds and shrubs (250, 248, 222)	
Townhomes	Weeds	Crack weeds	
Common Area	Weeds	Weeds and leaves on curb lines at commercial lots	
Common Area	Weeds	Weeds in shrubs behind commercial buildings	
Common Area	Weeds	Curb and crack weeds down Tinker	
Common Area	Irrigation	Repaie valve by new office condo	Waiting for larger trucks to be completed with this job
Townhomes	Irrigation	Fill in holes in bioswale	
Common Area	Weeds	Entrance Islands	
Common Area	Irrigation	Dog Trot park irrigation turned off	

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ENHANCEMENT OPPORTUNITES/PROPOSALS

Opportunity #	Property Name	Opportunity Name	Opp Status	Estimated $	Created Date	Complete Date	Lost Date
		ESTIMATING					
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		Drainage for beds on North side of Curiosity past school					
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58322		Bocee Ball synthetic turf option	Delivered	$ 21,420	29-Sep		
58160	Wildlight Residential Association Tow	Sod replacement Front Yard 201 Daydream	Delivered	$ 7,657	09/27/23		
58149	Wildlight Residential Association	Drainage Install Along Sidewalk by Forest Park Pond	Delivered	$ 8,123	09/26/23	**verbal**	
58152	Wildlight Residential Association	Sod Replacement in Front of Pulte Models	Delivered	$ 7,766	09/26/23		
58051	Crosstown at Wildlight	Crosstown Improvements	Delivered	$ 22,582	09/25/23	**verbal**	
56567	Wildlight Waterbug Park	Washout Behind TV Wall	Delivered	$ 3,955	08/18/23		
56158	Wildlight Residential Association Tow	Labor for Sod Install in Front of 222	Delivered	$ 2,010	08/08/23		
56156	Wildlight Residential Association	Islands in Mobility Trail Park Replanting	Delivered	$ 5,636	08/08/23		
56155	Wildlight Residential Association	Entrance to Mobility Trail Replanting	Delivered	$ 3,290	08/08/23		
56153	Wildlight Residential Association	Julep Park Cord Grass Addition	Delivered	$ 555	08/08/23		
56044	Wildlight Waterbug Park	Waterbug Game Park Drainage Install	Delivered	$ 19,495	08/07/23		
52823	Wildlight Commercial Association	Irrigation Repairs at New Office Condos	Delivered	$ 1,363	05/10/23		
		LOST					
56656	Wildlight Residential Association Tow	Dog trot and Buttonwood loop Sod	Lost	$ 5,778	08/22/23		
56161	Mark McHugh	Hardwood Mulch	Lost	$ 2,490	08/08/23		
56160	Mark McHugh	Pinestraw	Lost	$ 1,570	08/08/23		
56159	Wildlight Residential Association Tow	Labor for Sod Install in Front of 217	Lost	$ 1,005	08/08/23		
56043	Wildlight Waterbug Park	Bocce Ball Court Replacement	Lost	$ 34,121	08/07/23		
58059	Wildlight Curiosity Ave Enhancements	Repair Current Mainline Break	Lost	$ 1,600	09/26/23		
		WON					
58262	Skinner Wildlight Office Condos	Wildlight office condos-drainage	Won	$ 5,967	09/28/23		
58146	Wildlight Residential Association	Ponder Cir Controller Decoder Replacement	Won	$ 860	09/26/23		
58151	Wildlight Residential Association	Crepe Myrtle Replacement	Won	$ 525	09/26/23		
56154	Wildlight Residential Association	Washingtonia Palm Replacement at Buttonwood	Won	$ 790	08/08/23		
58161	Wildlight, LLC	Bush Hogging Parcels on Tinker	Won	$ 1,175	09/27/23		
58060	Wildlight Curiosity Ave Enhancements	Moving Mainline and Wiring	Won	$ 17,420	09/26/23		
56657	Wildlight Residential Association	Dog trot and Buttonwood loop Sod	Won	$ -	08/22/23		

Landscape Maintenance Schedule



MAINTENANCE UPDATE

PUNCH ITEMS - Completed this week

Area	Type	Description	Follow-up
Townhomes	Weeds	222 Wildlight Ave	
Townhomes	Weeds	Back yard of 209 Daydream. Need to check if access is unlocked	
Common Area	Weeds	Weeds in Rayonier parking lot beds	
Common Area	Weeds	Waterbug Park	
Common Area	Weeds	Weeds in berm along Curiosity, past Muhly Grass Rd.	
Common Area	Weeds	Tree rings down Floco	
Common Area	Weeds	Turf weeds at Publix were treated	
Common Area	Mowing	Clean off hike and bike trail by del webb	
Common Area	Mowing	Morning Ray park, blow off	

PUNCH ITEMS - OPEN

Area	Type	Description	Follow-up
Townhomes	Irrigation	251 & 221 Water meter cover	
Common Area	Plant Health Care	Ponder Cir park turf	What is your preference to schedule?
Common Area	Irrigation	Corner of Daydream and Homegrown	Found valve, but no pressure. Check for breaks along the lines
Common Area	Irrigation	Check turf at Ponder Cir monument sign	Irrigation break, need to replace along with Ponder park
Common Area	Shrubs	Leaning palm at Hammock	
Townhomes	Irrigation	Townhomes - 205 Wildlight Ave broken box	
Townhomes	Shrubs	Come up with better shrubs than plumbagos - 244 Daydream	
Common Area	Plant Health Care	Leaning tree on curiosity, homegrown, salt marsh loop	
Common Area	Irrigation	Rain sensor knocked over at Office condo	
Common Area	Shrubs	Missing Magnolia on Extension	
Common Area	Weeds	Weedeat fence line behind Lofts apts	
Common Area	Enhancement opp	Island damage by condos	Need to propose
Common Area	Shrubs	Leaning trees down Crosstown	
Common Area	Shrubs	Dead palm at extension	
Common Area	Mowing	Need to rake out ADA mulch beds at Waterbug and Hammcok Park	
Common Area	Mowing	Suckers and guide wires on trees at Office condo	
Common Area	Irrigation	Broken line and weeping heads at Rayonier parking island	
Common Area	Weeds	Bioswale	
Common Area	Mowing	Ferns in palms at corner of Floco and Ponder	
Common Area	Irrigation	Check rain sensors (Clock at Forest Park reported running during rain)	
Common Area	Weeds	Vines in ornamental grasses at publix berm	
Common Area	Weeds	Commercial parking lot area	
Common Area	Weeds	Trash and weeds at Julep Park	
Common Area	Irrigation	Pulte model home park - mainline break?	

MAINTENANCE UPDATE

Common Area	Irrigation	Crosstown - mainline break?	
Common Area	Plant Health Care	check magnolia tree health along Wildlight extension	
Common Area	Shrubs	Need to clean up beds on Curiosity at intersections of Floco and Muhly	Need to scrape sod and propose drainage

PUNCH ITEMS - HISTORICAL (1 month trailing)

Area	Type	Description	Follow-up
Townhomes	Weeds	Spray bioswale	
Common Area	Weeds	Oak suckers in tree rings	
Common Area	Mowing	Blow off walkways behind Rayonier parking lot	
Common Area	Plant Health Care	Ants in parking lot islands behind Rayonier building	
Common Area	Mowing	Palm fronds at Curiosity and Blue Daze	
Townhomes	Weeds	Weeds in beds and shrubs (250, 248, 222)	
Townhomes	Weeds	Crack weeds	
Common Area	Weeds	Weeds and leaves on curb lines at commercial lots	
Common Area	Weeds	Weeds in shrubs behind commercial buildings	
Common Area	Weeds	Curb and crack weeds down Tinker	
Common Area	Irrigation	Repaie valve by new office condo	Waiting for larger trucks to be completed with this job
Townhomes	Irrigation	Fill in holes in bioswale	
Common Area	Weeds	Entrance Islands	
Common Area	Irrigation	Dog Trot park irrigation turned off	
Common Area	Weeds	Publix berm - weeds in turf and beds	
Common Area	Weeds	Publix berm - crack weeds and trash	
Common Area	Mowing	Try and repair ruts in pine straw bed at Tinker	
Common Area	Enhancement opp	Ruts at corner of Wildlight and Curiosity	
Common Area	Weeds	Weeds in hike and bike trail along Wildlight extension	
Townhomes	Weeds	In roses	
Townhomes	Weeds	217 palm tree bed. Look at palm fronds as well	
Common Area	Weeds	Cleaned concrete pillars down Curiosity	

Working on proposal. Not yet submitted.
Proposal delivered. Waiting on reply
Work not approved (declined)
Work approved. Ones with completed date are finished

ENHANCEMENT OPPORTUNITES/PROPOSALS

Opportunity #	Property Name	Opportunity Name	Opp Status	Estimated $	Created Date	Complete Date	Lost Date
		ESTIMATING					
		Crepe myrtles at walkway between townhomes?					
		Drainage for beds on North side of Curiosity past school					
		DELIVERED					
59097		River birch Replant	Delivered	$ 268	20-Oct		
58988		Irrigation at parallel parking spots by office condos.	Delivered	$ 1,363	13-Oct		
58322		Bocee Ball synthetic turf option	Delivered	$ 21,420	29-Sep		
58160	Wildlight Residential Association Tow	Sod replacement Front Yard 201 Daydream	Delivered	$ 7,657	09/27/23		
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EAST NASSAU
STEWARDSHIP DISTRICT

STAFF
REPORTS E

EAST NASSAU STEWARDSHIP DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2023/2024 MEETING SCHEDULE

LOCATION

Fernandina Beach Municipal Airport, 700 Airport Road, Fernandina Beach, Florida 32034

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 19, 2023	Regular Meeting	10:00 AM
November 16, 2023	Regular Meeting	10:00 AM
December 18, 2023	Regular Meeting	12:00 PM
December 21, 2023 CANCELED	Regular Meeting	10:00 AM
January 18, 2024	Regular Meeting	10:00 AM
February 15, 2024	Regular Meeting	10:00 AM
March 21, 2024	Regular Meeting	10:00 AM
April 18, 2024	Regular Meeting	10:00 AM
May 16, 2024	Regular Meeting	10:00 AM
June 20, 2024	Regular Meeting	10:00 AM
July 18, 2024	Regular Meeting	10:00 AM
August 15, 2024	Regular Meeting	10:00 AM
September 19, 2024	Regular Meeting	10:00 AM