

# **EAST NASSAU STEWARDSHIP DISTRICT**

**August 29, 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**

August 22, 2024

Board of Supervisors  
East Nassau Stewardship District

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

Dear Board Members:

The Board of Supervisors of the East Nassau Stewardship District will hold a Regular Meeting on August 29, 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 July 31, 2024
  - B. Approval of July 25, 2024 Regular Meeting Minutes
  - C. Ratification Item(s)
    - I. Special Warranty Deed [Strip Easement Tract, PDP3 Pod 4 North and Pod 5 Landscape, Various Maintenance Easement and Pond Tracts]
    - II. Quit Claim Deed [Portion of Conservation Easement 2, Wildlight Phase 1C-1] For Title Correction
    - III. Advance Acquisition Agreement for Commerce Park Master Improvements
5. Consideration of Resolution 2024-37, Amending Resolutions 2024-25 and 2024-34, and to Reset the Date and Time of the Public Hearings to Consider the Fiscal Year 2024/2025 Final Budget and Assessments; Ratifying the Staff Actions in Resetting the Public Hearing; Providing a Severability Clause; and Providing an Effective Date
  - A. Correspondence from Publisher Regarding Publication Error
6. Consideration of Third Supplemental Disclosure of Public Financing (Wildlight Village Phase 3)

7. Consideration of Resolution 2024-38, Ratifying, Confirming, and Approving the Sale of The East Nassau Stewardship District Special Assessment Revenue Bonds, Series 2024; Ratifying, Confirming, and Approving the Actions of the Chair, Vice Chair, Treasurer, Secretary, Assistant Secretaries, and All District Staff Regarding the Sale and Closing of the East Nassau Stewardship District Special Assessment Revenue Bonds, Series 2024; Determining Such Actions as Being in Accordance with the Authorization Granted by the Board; Providing a Severability Clause; and Providing an Effective Date (Wildlight Village Phase 3 Project)
8. Consideration of Resolution 2024-39, Approving Master Acquisition Agreement and Forms of Acquisition Documents, Authorizing Chair to Execute the Acquisition Agreement; Providing General Authorization; Addressing Conflicts, Severability, and an Effective Date
9. Consideration of Resolution 2024-40, Setting a Policy Regarding Acquisition of Public Infrastructure Improvements from Builders, Approving a Form of Acquisition Agreement and Forms of Acquisition Documents for Certain Public Improvements, Authorizing Chair to Execute the Acquisition Agreement; Providing General Authorization for Staff to Prepare and Finalize Acquisitions; Addressing Conflicts, Severability, and an Effective Date
10. Consideration of Resolution 2024-41, to Designate Date, Time and Place of Public Hearing and Authorization to Publish Notice of Such Hearing for the Purpose of Adopting Amenity Rules, Policies and Fees; and Providing an Effective Date
11. Consideration of Wildlight Village Phase 3 Project Items:
  - A. Assignment of Wildlight Avenue Extension Project Construction Agreement with Vallencourt
  - B. Temporary Construction Easement for Wildlight Avenue Extension Project
12. Public Comments (*limited to 3 minutes per person*)
13. 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: September 19, 2024 at 10:00 AM

- QUORUM CHECK

|        |                |                                    |                                |                             |
|--------|----------------|------------------------------------|--------------------------------|-----------------------------|
| SEAT 1 | MIKE HAHAJ     | <input type="checkbox"/> IN PERSON | <input type="checkbox"/> PHONE | <input type="checkbox"/> NO |
| SEAT 2 | ROB FANCHER    | <input type="checkbox"/> IN PERSON | <input type="checkbox"/> PHONE | <input type="checkbox"/> NO |
| SEAT 3 | TOMMY JINKS    | <input type="checkbox"/> IN PERSON | <input type="checkbox"/> PHONE | <input type="checkbox"/> NO |
| SEAT 4 | JAIME NORTHRUP | <input type="checkbox"/> IN PERSON | <input type="checkbox"/> PHONE | <input type="checkbox"/> NO |
| SEAT 5 | MAX HORD       | <input type="checkbox"/> IN PERSON | <input type="checkbox"/> PHONE | <input type="checkbox"/> NO |

14. Board Members' Comments/Requests

15. Public Comments

16. 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  
JULY 31, 2024**

**EAST NASSAU STEWARDSHIP DISTRICT  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
JULY 31, 2024**

|                                                                       | General<br>Fund     | Special<br>Revenue<br>Fund<br>DSAP #1 | Special<br>Revenue<br>Fund<br>DSAP #2 | Special<br>Revenue<br>Fund<br>Commerce<br>Park | Debt<br>Service<br>Fund 2018 | Debt<br>Service<br>Fund 2021 | Debt<br>Service<br>Fund<br>DSAP #2 | Debt Service<br>Fund<br>2024 | Capital<br>Projects<br>Fund 2018 | Capital<br>Projects<br>Fund 2021 | Capital<br>Projects<br>Fund 2024 | Total<br>Governmental<br>Funds |
|-----------------------------------------------------------------------|---------------------|---------------------------------------|---------------------------------------|------------------------------------------------|------------------------------|------------------------------|------------------------------------|------------------------------|----------------------------------|----------------------------------|----------------------------------|--------------------------------|
| <b>ASSETS</b>                                                         |                     |                                       |                                       |                                                |                              |                              |                                    |                              |                                  |                                  |                                  |                                |
| Cash                                                                  | \$ 1,308,189        | \$ -                                  | \$ -                                  | \$ -                                           | \$ -                         | \$ -                         | \$ -                               | \$ -                         | \$ -                             | \$ -                             | \$ -                             | \$ 1,308,189                   |
| SunTrust debit                                                        | 4,120               | -                                     | -                                     | -                                              | -                            | -                            | -                                  | -                            | -                                | -                                | -                                | 4,120                          |
| Investments                                                           |                     |                                       |                                       |                                                |                              |                              |                                    |                              |                                  |                                  |                                  |                                |
| Revenue                                                               | -                   | -                                     | -                                     | -                                              | 172,966                      | 279,553                      | -                                  | -                            | -                                | -                                | -                                | 452,519                        |
| Reserve                                                               | -                   | -                                     | -                                     | -                                              | 160,225                      | 337,200                      | -                                  | 585,750                      | -                                | -                                | -                                | 1,083,175                      |
| Capitalized interest                                                  | -                   | -                                     | -                                     | -                                              | -                            | -                            | -                                  | 578,868                      | -                                | -                                | -                                | 578,868                        |
| Prepayment                                                            | -                   | -                                     | -                                     | -                                              | 19,459                       | 242,042                      | -                                  | -                            | -                                | -                                | -                                | 261,501                        |
| Construction                                                          | -                   | -                                     | -                                     | -                                              | -                            | -                            | -                                  | -                            | 2,151                            | 55,712                           | 7,026,858                        | 57,863                         |
| Construction reserve: Wildlight Ave*                                  | -                   | -                                     | -                                     | -                                              | -                            | -                            | -                                  | -                            | -                                | 385,877                          | -                                | 385,877                        |
| Cost of issuance                                                      | -                   | -                                     | -                                     | -                                              | -                            | -                            | -                                  | 12,175                       | -                                | -                                | -                                | 12,175                         |
| Sinking                                                               | -                   | -                                     | -                                     | -                                              | -                            | 98                           | -                                  | -                            | -                                | -                                | -                                | 98                             |
| Due from FPL 2022                                                     | -                   | 1,813                                 | -                                     | -                                              | -                            | -                            | -                                  | -                            | -                                | -                                | -                                | 1,813                          |
| Due from general fund                                                 | -                   | 1,033,441                             | -                                     | 191,053                                        | -                            | -                            | 222                                | -                            | -                                | -                                | -                                | 1,224,716                      |
| Prepaid expense                                                       | 4,228               | 7,730                                 | -                                     | -                                              | -                            | -                            | -                                  | -                            | -                                | -                                | -                                | 11,958                         |
| Security deposit                                                      | 3,000               | -                                     | -                                     | -                                              | -                            | -                            | -                                  | -                            | -                                | -                                | -                                | 3,000                          |
| Utility deposits                                                      | -                   | 350                                   | -                                     | -                                              | -                            | -                            | -                                  | -                            | -                                | -                                | -                                | 350                            |
| Total assets                                                          | <u>\$ 1,319,537</u> | <u>\$ 1,043,334</u>                   | <u>\$ -</u>                           | <u>\$ 191,053</u>                              | <u>\$ 352,650</u>            | <u>\$ 858,893</u>            | <u>\$ 222</u>                      | <u>\$ 1,176,793</u>          | <u>\$ 2,151</u>                  | <u>\$ 441,589</u>                | <u>\$ 7,026,858</u>              | <u>\$ 5,386,222</u>            |
| <b>LIABILITIES AND FUND BALANCES</b>                                  |                     |                                       |                                       |                                                |                              |                              |                                    |                              |                                  |                                  |                                  |                                |
| Liabilities:                                                          |                     |                                       |                                       |                                                |                              |                              |                                    |                              |                                  |                                  |                                  |                                |
| Accounts payable                                                      | \$ -                | \$ 61                                 | \$ -                                  | \$ -                                           | \$ -                         | \$ -                         | \$ 222                             | \$ -                         | \$ -                             | \$ -                             | \$ -                             | \$ 283                         |
| Due to Wildlight LLC                                                  | -                   | -                                     | -                                     | -                                              | -                            | -                            | 28,496                             | -                            | -                                | -                                | -                                | 28,496                         |
| Due to special revenue fund - DSAP #1                                 | 1,033,441           | -                                     | -                                     | -                                              | -                            | -                            | -                                  | -                            | -                                | -                                | -                                | 1,033,441                      |
| Due to special revenue fund - Commerce Park                           | 191,053             | -                                     | -                                     | -                                              | -                            | -                            | -                                  | -                            | -                                | -                                | -                                | 191,053                        |
| Due to debt service fund - DSAP 2                                     | 222                 | -                                     | -                                     | -                                              | -                            | -                            | -                                  | -                            | -                                | -                                | -                                | 222                            |
| Landowner advance                                                     | 6,500               | -                                     | -                                     | -                                              | -                            | -                            | -                                  | -                            | -                                | -                                | -                                | 6,500                          |
| Total liabilities                                                     | <u>1,231,216</u>    | <u>61</u>                             | <u>-</u>                              | <u>-</u>                                       | <u>-</u>                     | <u>-</u>                     | <u>28,718</u>                      | <u>-</u>                     | <u>-</u>                         | <u>-</u>                         | <u>-</u>                         | <u>1,259,995</u>               |
| <b>DEFERRED INFLOWS OF RESOURCES</b>                                  |                     |                                       |                                       |                                                |                              |                              |                                    |                              |                                  |                                  |                                  |                                |
| Deferred receipts                                                     | -                   | 1,813                                 | -                                     | -                                              | -                            | -                            | -                                  | -                            | -                                | -                                | -                                | 1,813                          |
| Total deferred inflows of resources                                   | <u>-</u>            | <u>1,813</u>                          | <u>-</u>                              | <u>-</u>                                       | <u>-</u>                     | <u>-</u>                     | <u>-</u>                           | <u>-</u>                     | <u>-</u>                         | <u>-</u>                         | <u>-</u>                         | <u>1,813</u>                   |
| Fund balances:                                                        |                     |                                       |                                       |                                                |                              |                              |                                    |                              |                                  |                                  |                                  |                                |
| Restricted for:                                                       |                     |                                       |                                       |                                                |                              |                              |                                    |                              |                                  |                                  |                                  |                                |
| Debt service                                                          | -                   | -                                     | -                                     | -                                              | 352,650                      | 858,893                      | (28,496)                           | 1,176,793                    | -                                | -                                | -                                | 2,359,840                      |
| Capital projects                                                      | -                   | -                                     | -                                     | -                                              | -                            | -                            | -                                  | -                            | 2,151                            | 441,589                          | 7,026,858                        | 443,740                        |
| Assigned                                                              |                     |                                       |                                       |                                                |                              |                              |                                    |                              |                                  |                                  |                                  |                                |
| 3 months working capital                                              | 69,175              | 294,689                               | -                                     | -                                              | -                            | -                            | -                                  | -                            | -                                | -                                | -                                | 363,864                        |
| Disaster recovery                                                     | -                   | 75,000                                | -                                     | -                                              | -                            | -                            | -                                  | -                            | -                                | -                                | -                                | 75,000                         |
| Unassigned                                                            | 19,146              | 671,771                               | -                                     | 191,053                                        | -                            | -                            | -                                  | -                            | -                                | -                                | -                                | 881,970                        |
| Total fund balances                                                   | <u>88,321</u>       | <u>1,041,460</u>                      | <u>-</u>                              | <u>191,053</u>                                 | <u>352,650</u>               | <u>858,893</u>               | <u>(28,496)</u>                    | <u>1,176,793</u>             | <u>2,151</u>                     | <u>441,589</u>                   | <u>7,026,858</u>                 | <u>4,124,414</u>               |
| Total liabilities, deferred inflows of resources<br>and fund balances | <u>\$ 1,319,537</u> | <u>\$ 1,043,334</u>                   | <u>\$ -</u>                           | <u>\$ 191,053</u>                              | <u>\$ 352,650</u>            | <u>\$ 858,893</u>            | <u>\$ 222</u>                      | <u>\$ 1,176,793</u>          | <u>\$ 2,151</u>                  | <u>\$ 441,589</u>                | <u>\$ 7,026,858</u>              | <u>\$ 5,386,222</u>            |

\*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 JULY 31, 2024**

|                                                              | Current<br>Month | Year to<br>Date | Budget     | % of<br>Budget |
|--------------------------------------------------------------|------------------|-----------------|------------|----------------|
| <b>REVENUES</b>                                              |                  |                 |            |                |
| Assessment levy: on-roll - net                               | \$ -             | \$ 20,443       | \$ 20,565  | 99%            |
| Assessment levy: off-roll                                    | -                | 208,069         | 214,271    | 97%            |
| Lot closing                                                  | -                | 25,391          | -          | N/A            |
| Lease reimbursements                                         | -                | 16,633          | 34,343     | 48%            |
| Interest and miscellaneous                                   | -                | 8,659           | -          | N/A            |
| Total revenues                                               | -                | 279,195         | 269,179    | 104%           |
| <b>EXPENDITURES</b>                                          |                  |                 |            |                |
| <b>Professional &amp; administrative</b>                     |                  |                 |            |                |
| District engineer                                            | 1,648            | 12,701          | 12,000     | 106%           |
| General counsel                                              | 5,139            | 80,422          | 50,000     | 161%           |
| UF environmental                                             | -                | -               | 40,000     | 0%             |
| District manager                                             | 4,000            | 40,000          | 48,000     | 83%            |
| Audit                                                        | -                | 4,800           | 7,000      | 69%            |
| Postage                                                      | 32               | 568             | 500        | 114%           |
| Printing and binding                                         | 83               | 833             | 1,000      | 83%            |
| Insurance - GL, POL                                          | -                | 24,330          | 14,000     | 174%           |
| Legal advertising                                            | 730              | 17,489          | 6,500      | 269%           |
| Miscellaneous - bank charges                                 | 49               | 424             | 1,000      | 42%            |
| Office lease                                                 | 4,228            | 38,461          | 43,003     | 89%            |
| Office utilities                                             | 887              | 6,687           | 6,000      | 111%           |
| Office supplies                                              | -                | 216             | 2,563      | 8%             |
| 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%             |
| Evolution Turfman                                            | -                | 12,989          | -          | N/A            |
| Total professional & administrative                          | 16,796           | 241,058         | 234,056    | 103%           |
| <b>Other fees &amp; charges</b>                              |                  |                 |            |                |
| Property appraiser and tax collector                         | -                | 408             | 642        | 64%            |
| Total other fees & charges                                   | -                | 408             | 642        | 64%            |
| Total expenditures                                           | 16,796           | 241,466         | 234,698    | 103%           |
| Excess/(deficiency) of revenues<br>over/(under) expenditures | (16,796)         | 37,729          | 34,481     |                |
| Fund balances - beginning                                    | 105,117          | 50,592          | 105,121    |                |
| Fund balances - ending                                       |                  |                 |            |                |
| Assigned:                                                    |                  |                 |            |                |
| 3 months working capital                                     | 69,175           | 69,175          | 69,175     |                |
| Unassigned                                                   | 19,146           | 19,146          | 70,427     |                |
| Fund balances - ending                                       | \$ 88,321        | \$ 88,321       | \$ 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 JULY 31, 2024**

|                                                              | Current<br>Month    | Year to<br>Date     | Budget            | % of<br>Budget |
|--------------------------------------------------------------|---------------------|---------------------|-------------------|----------------|
| <b>REVENUES</b>                                              |                     |                     |                   |                |
| Assessment levy: on-roll - net                               | \$ -                | \$ 599,660          | \$ 599,466        | 100%           |
| Assessment levy: off-roll                                    | -                   | 311,458             | 324,290           | 96%            |
| Miscellaneous                                                | 75,585              | 191,696             | -                 | N/A            |
| Total revenues                                               | <u>75,585</u>       | <u>1,102,814</u>    | <u>923,756</u>    | 119%           |
| <b>EXPENDITURES</b>                                          |                     |                     |                   |                |
| <b>Field operations</b>                                      |                     |                     |                   |                |
| Field operations                                             | 7,879               | 71,319              | 116,893           | 61%            |
| Administration and accounting                                | 833                 | 8,333               | 10,000            | 83%            |
| Wetland and conservation maintenance                         | -                   | -                   | 10,000            | 0%             |
| Landscape                                                    | 73,362              | 699,058             | 694,064           | 101%           |
| Lake maintenance                                             | 1,801               | 11,343              | 19,108            | 59%            |
| Pest control                                                 | -                   | -                   | 1,000             | 0%             |
| Street cleaning                                              | -                   | -                   | 12,000            | 0%             |
| Street light lease                                           | 6,745               | 46,617              | 111,150           | 42%            |
| Repairs & maintenance                                        | 5,536               | 15,291              | 25,000            | 61%            |
| Electricity                                                  | 43                  | 709                 | 984               | 72%            |
| Irrigation (potable)                                         | 3,691               | 20,781              | 41,169            | 50%            |
| Landscape replacement                                        | -                   | -                   | 69,406            | 0%             |
| Parts & supplies                                             | -                   | 759                 | 3,000             | 25%            |
| Contingency                                                  | -                   | -                   | 250               | 0%             |
| Insurance                                                    | -                   | -                   | 5,000             | 0%             |
| Debt service fund accounting: series 2018                    | 625                 | 6,250               | 7,500             | 83%            |
| Debt service fund accounting: series 2021                    | 625                 | 6,250               | 7,500             | 83%            |
| Arbitrage rebate calculation                                 | -                   | 500                 | 1,000             | 50%            |
| Dissemination agent                                          | 167                 | 1,667               | 2,000             | 83%            |
| Trustee (series 2018 bonds)                                  | -                   | 4,247               | 4,000             | 106%           |
| Trustee (series 2021 bonds)                                  | -                   | 4,031               | 4,000             | 101%           |
| Total field operations                                       | <u>101,307</u>      | <u>897,155</u>      | <u>1,145,024</u>  | 78%            |
| <b>Other fees &amp; charges</b>                              |                     |                     |                   |                |
| Property appraiser and tax collector                         | -                   | 19,454              | 18,733            | 104%           |
| Total other fees & charges                                   | <u>-</u>            | <u>19,454</u>       | <u>18,733</u>     | 104%           |
| Total expenditures                                           | <u>101,307</u>      | <u>916,609</u>      | <u>1,163,757</u>  | 79%            |
| Excess/(deficiency) of revenues<br>over/(under) expenditures | (25,722)            | 186,205             | (240,001)         |                |
| Fund balances - beginning                                    | 1,067,182           | 855,255             | 624,494           |                |
| Assigned:                                                    |                     |                     |                   |                |
| 3 months working capital                                     | 294,689             | 294,689             | 294,689           |                |
| Disaster recovery                                            | 75,000              | 75,000              | 75,000            |                |
| Unassigned                                                   | 671,771             | 671,771             | 14,804            |                |
| Fund balances - ending                                       | <u>\$ 1,041,460</u> | <u>\$ 1,041,460</u> | <u>\$ 384,493</u> |                |

**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 JULY 31, 2024**

|                                                              | Current<br>Month | Year to<br>Date | Budget   | % of<br>Budget |
|--------------------------------------------------------------|------------------|-----------------|----------|----------------|
| <b>REVENUES</b>                                              |                  |                 |          |                |
| Landowner contribution                                       | \$ -             | \$ -            | \$ 9,000 | 0%             |
| Total revenues                                               | -                | -               | 9,000    | 0%             |
| <b>EXPENDITURES</b>                                          |                  |                 |          |                |
| <b>Field operations</b>                                      |                  |                 |          |                |
| Administration and accounting                                | -                | -               | 7,500    | 0%             |
| Contingency                                                  | -                | -               | 500      | 0%             |
| Dissemination agent                                          | -                | -               | 1,000    | 0%             |
| Total expenditures                                           | -                | -               | 9,000    | 0%             |
| Excess/(deficiency) of revenues<br>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 JULY 31, 2024**

|                                                              | Current<br>Month | Year to<br>Date | Budget    | % of<br>Budget |
|--------------------------------------------------------------|------------------|-----------------|-----------|----------------|
| <b>REVENUES</b>                                              |                  |                 |           |                |
| Assessment levy: on-roll - net                               | \$ -             | \$ 64,054       | \$ 64,434 | 99%            |
| Assessment levy: off-roll                                    | -                | 8,288           | 101,269   | 8%             |
| Lot closing                                                  | -                | 92,981          | -         | N/A            |
| Total revenues                                               | -                | 165,323         | 165,703   | 100%           |
| <b>EXPENDITURES</b>                                          |                  |                 |           |                |
| <b>Field operations</b>                                      |                  |                 |           |                |
| 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                                           | 90               | 12,311          | 17,160    | 72%            |
| 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                                           | 90               | 12,311          | 163,684   | 8%             |
| <b>Other fees &amp; charges</b>                              |                  |                 |           |                |
| Property appraiser and tax collector                         | -                | 3,292           | 2,014     | 163%           |
| Total other fees & charges                                   | -                | 3,292           | 2,014     | 163%           |
| Total expenditures                                           | 90               | 15,603          | 165,698   | 9%             |
| Excess/(deficiency) of revenues<br>over/(under) expenditures | (90)             | 149,720         | 5         |                |
| Fund balances - beginning                                    | 191,143          | 41,333          | 4         |                |
| Fund balances - ending                                       | \$ 191,053       | \$ 191,053      | \$ 9      |                |

**EAST NASSAU STEWARDSHIP DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND SERIES 2018  
FOR THE PERIOD ENDED JULY 31, 2024**

|                                                              | Current<br>Month  | Year To<br>Date   | Budget            | % of<br>Budget |
|--------------------------------------------------------------|-------------------|-------------------|-------------------|----------------|
| <b>REVENUES</b>                                              |                   |                   |                   |                |
| Special assessment: on-roll - net                            | \$ -              | \$ 328,450        | \$ 340,148        | 97%            |
| Assessment prepayments                                       | -                 | 112,711           | -                 | N/A            |
| Interest                                                     | 1,413             | 15,402            | -                 | N/A            |
| Total revenues                                               | <u>1,413</u>      | <u>456,563</u>    | <u>340,148</u>    | 134%           |
| <b>EXPENDITURES</b>                                          |                   |                   |                   |                |
| <b>Debt service</b>                                          |                   |                   |                   |                |
| Principal                                                    | -                 | 85,000            | 90,000            | 94%            |
| Principal prepayment                                         | -                 | 125,000           | -                 | N/A            |
| Interest                                                     | -                 | 232,354           | 234,149           | 99%            |
| Total debt service                                           | <u>-</u>          | <u>442,354</u>    | <u>324,149</u>    | 136%           |
| <b>Other fees &amp; charges</b>                              |                   |                   |                   |                |
| Property appraiser                                           | -                 | -                 | 3,543             | 0%             |
| Tax collector                                                | -                 | 6,554             | 7,086             | 92%            |
| Total other fees and charges                                 | <u>-</u>          | <u>6,554</u>      | <u>10,629</u>     | 62%            |
| Total expenditures                                           | <u>-</u>          | <u>448,908</u>    | <u>334,778</u>    | 134%           |
| Excess/(deficiency) of revenues<br>over/(under) expenditures | 1,413             | 7,655             | 5,370             |                |
| Fund balances - beginning                                    | 351,237           | 344,995           | 287,568           |                |
| Fund balances - ending                                       | <u>\$ 352,650</u> | <u>\$ 352,650</u> | <u>\$ 292,938</u> |                |

**EAST NASSAU STEWARDSHIP DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND SERIES 2021  
FOR THE PERIOD ENDED JULY 31, 2024**

|                                                              | Current<br>Month  | Year To<br>Date   | Budget            | % of<br>Budget |
|--------------------------------------------------------------|-------------------|-------------------|-------------------|----------------|
| <b>REVENUES</b>                                              |                   |                   |                   |                |
| Special assessment: on-roll - net                            | \$ -              | \$ 350,256        | \$ 351,047        | 100%           |
| Special assessment: off-roll                                 | -                 | 325,668           | 337,780           | 96%            |
| Assessment prepayments                                       | -                 | 27,284            | -                 | N/A            |
| Interest                                                     | 3,415             | 33,783            | -                 | N/A            |
| Total revenues                                               | <u>3,415</u>      | <u>736,991</u>    | <u>688,827</u>    | 107%           |
| <b>EXPENDITURES</b>                                          |                   |                   |                   |                |
| <b>Debt service</b>                                          |                   |                   |                   |                |
| Principal                                                    | -                 | 255,000           | 260,000           | 98%            |
| Interest                                                     | -                 | 417,885           | 419,730           | 100%           |
| Total debt service                                           | <u>-</u>          | <u>672,885</u>    | <u>679,730</u>    | 99%            |
| <b>OTHER FINANCING SOURCES/(USES)</b>                        |                   |                   |                   |                |
| Property appraiser                                           | -                 | -                 | 3,657             | 0%             |
| Tax collector                                                | -                 | 6,989             | 7,313             | 96%            |
| Total other financing sources/(uses)                         | <u>-</u>          | <u>6,989</u>      | <u>10,970</u>     | 64%            |
| Total expenditures                                           | <u>-</u>          | <u>679,874</u>    | <u>690,700</u>    | 98%            |
| Excess/(deficiency) of revenues<br>over/(under) expenditures | 3,415             | 57,117            | (1,873)           |                |
| Fund balances - beginning                                    | <u>855,478</u>    | <u>801,776</u>    | <u>556,569</u>    |                |
| Fund balances - ending                                       | <u>\$ 858,893</u> | <u>\$ 858,893</u> | <u>\$ 554,696</u> |                |

**EAST NASSAU STEWARDSHIP DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND - DETAILED SPECIFIC AREA PLAN #2  
FOR THE PERIOD ENDED JULY 31, 2024**

|                                                              | Current<br>Month          | Year To<br>Date           |
|--------------------------------------------------------------|---------------------------|---------------------------|
| <b>REVENUES</b>                                              | <u>\$ -</u>               | <u>\$ -</u>               |
| Total revenues                                               | <u>-</u>                  | <u>-</u>                  |
| <b>EXPENDITURES</b>                                          |                           |                           |
| <b>Debt service</b>                                          |                           |                           |
| Cost of issuance                                             | <u>-</u>                  | <u>25,696</u>             |
| Total debt service                                           | <u>-</u>                  | <u>25,696</u>             |
| Excess/(deficiency) of revenues<br>over/(under) expenditures | -                         | (25,696)                  |
| Fund balances - beginning                                    | <u>(28,496)</u>           | <u>(2,800)</u>            |
| Fund balances - ending                                       | <u><u>\$ (28,496)</u></u> | <u><u>\$ (28,496)</u></u> |

**EAST NASSAU STEWARDSHIP DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND SERIES 2024  
FOR THE PERIOD ENDED JULY 31, 2024**

|                                                                  | Current<br>Month           | Year<br>to Date            |
|------------------------------------------------------------------|----------------------------|----------------------------|
| <b>REVENUES</b>                                                  | <u>\$ -</u>                | <u>\$ -</u>                |
| Total revenues                                                   | <u>-</u>                   | <u>-</u>                   |
| <br><b>EXPENDITURES</b>                                          |                            |                            |
| Underwriter's discount                                           | 173,200                    | 173,200                    |
| Cost of issuance                                                 | <u>229,105</u>             | <u>229,105</u>             |
| Total expenditures                                               | <u>402,305</u>             | <u>402,305</u>             |
| <br>Excess/(deficiency) of revenues<br>over/(under) expenditures | <br>(402,305)              | <br>(402,305)              |
| <br><b>OTHER FINANCING SOURCES/(USES)</b>                        |                            |                            |
| Receipt of bond proceeds                                         | 1,633,142                  | 1,633,142                  |
| Original issue discount                                          | <u>(54,044)</u>            | <u>(54,044)</u>            |
| Total other financing sources/(uses)                             | <u>1,579,098</u>           | <u>1,579,098</u>           |
| <br>Net change in fund balances                                  | <br>1,176,793              | <br>1,176,793              |
| Fund balance - beginning                                         | <u>-</u>                   | <u>-</u>                   |
| Fund balance - ending                                            | <u><u>\$ 1,176,793</u></u> | <u><u>\$ 1,176,793</u></u> |

**EAST NASSAU STEWARDSHIP DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
CAPITAL PROJECTS FUND SERIES 2018  
FOR THE PERIOD ENDED JULY 31, 2024**

|                                                              | Current<br>Month       | Year To<br>Date        |
|--------------------------------------------------------------|------------------------|------------------------|
| <b>REVENUES</b>                                              |                        |                        |
| Interest                                                     | \$ 9                   | \$ 2,151               |
| Total revenues                                               | <u>9</u>               | <u>2,151</u>           |
| <b>EXPENDITURES</b>                                          |                        |                        |
| Total expenditures                                           | <u>-</u>               | <u>-</u>               |
| Excess/(deficiency) of revenues<br>over/(under) expenditures | 9                      | 2,151                  |
| Fund balances - beginning                                    | <u>2,142</u>           | <u>-</u>               |
| Fund balances - ending                                       | <u><u>\$ 2,151</u></u> | <u><u>\$ 2,151</u></u> |

**EAST NASSAU STEWARDSHIP DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
CAPITAL PROJECTS FUND SERIES 2021  
FOR THE PERIOD ENDED JULY 31, 2024**

|                                                              | Current<br>Month  | Year To<br>Date   |
|--------------------------------------------------------------|-------------------|-------------------|
| <b>REVENUES</b>                                              |                   |                   |
| Landowner contribution                                       | \$ -              | \$ 472,709        |
| Miscellaneous revenue                                        | -                 | 95,192            |
| Interest                                                     | 1,778             | 21,767            |
| Total revenues                                               | <u>1,778</u>      | <u>589,668</u>    |
| <b>EXPENDITURES</b>                                          | <u>-</u>          | <u>-</u>          |
| Total expenditures                                           | <u>-</u>          | <u>-</u>          |
| Excess/(deficiency) of revenues<br>over/(under) expenditures | 1,778             | 589,668           |
| Fund balances - beginning                                    | 439,811           | (148,079)         |
| Fund balances - ending                                       | <u>\$ 441,589</u> | <u>\$ 441,589</u> |

**EAST NASSAU STEWARDSHIP DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
CAPITAL PROJECTS FUND SERIES 2024  
FOR THE PERIOD ENDED JULY 31, 2024**

|                                       | Current<br>Month           | Year to<br>Date            |
|---------------------------------------|----------------------------|----------------------------|
| <b>REVENUES</b>                       | <u>\$ -</u>                | <u>\$ -</u>                |
| Total revenues                        | <u>-</u>                   | <u>-</u>                   |
| <b>EXPENDITURES</b>                   | <u>-</u>                   | <u>-</u>                   |
| Total expenditures                    | <u>-</u>                   | <u>-</u>                   |
| <b>OTHER FINANCING SOURCES/(USES)</b> |                            |                            |
| Receipt of bond proceeds              | <u>7,026,858</u>           | <u>7,026,858</u>           |
| Total other financing sources/(uses)  | <u>7,026,858</u>           | <u>7,026,858</u>           |
| Net increase/(decrease), fund balance | 7,026,858                  | 7,026,858                  |
| Beginning fund balance                | -                          | -                          |
| Ending fund balance                   | <u><u>\$ 7,026,858</u></u> | <u><u>\$ 7,026,858</u></u> |



**EAST NASSAU  
STEWARDSHIP DISTRICT**

**MINUTES**

**EAST NASSAU  
STEWARDSHIP DISTRICT**

**4C1**

**DRAFT**

**MINUTES OF MEETING  
EAST NASSAU STEWARDSHIP DISTRICT**

The Board of Supervisors of the East Nassau Stewardship District held a Regular Meeting on July 25, 2024 at 1:00 p.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:**

|                                 |                          |
|---------------------------------|--------------------------|
| Ernesto Torres                  | District Manager         |
| Michelle Rigoni (via telephone) | District Counsel         |
| Zach Brecht                     | District Engineer        |
| Todd Haskett                    | CCMC                     |
| Sete Zare (via telephone)       | Bond Underwriter         |
| Carol Brown                     | Landowner Representative |

**FIRST ORDER OF BUSINESS**

**Call to Order**

Mr. Torres called the meeting to order at 1:01 p.m.

**SECOND ORDER OF BUSINESS**

**Roll Call**

Supervisors Hahaj, Jinks and Hord were present. Supervisors Fancher and Northrup were absent.

**THIRD ORDER OF BUSINESS**

**Chairman's Opening Remarks**

Mr. Hahaj expressed appreciation of everyone's efforts.

**FOURTH ORDER OF BUSINESS**

**Consent Agenda**

Mr. Torres presented the following:

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

Mr. Torres stated that, with expenditures in the General Fund at 96%, they will most likely exceed budget, which will necessitate a budget amendment to avoid a finding in the annual audit. Unassigned fund balance will be used to offset the overage.

**B. Approval of June 20, 2024 Regular Meeting Minutes**

**C. Ratification Item(s)**

**I. Mobility Fee Credit Collection and Transfer Agreement**

Mr. Jinks signed the Mobility Fee Credit Collection and Transfer Agreement with Wildlight LLC on June 20, 2024.

On MOTION by Mr. Hahaj and seconded by Mr. Jinks, with all in favor, the Unaudited Financial Statements as of June 30, 2024, June 20, 2024 Regular Meeting Minutes and the Mobility Fee Credit Collection and Transfer Agreement, were accepted, approved and ratified, respectively.

**FIFTH ORDER OF BUSINESS**

Consideration of Resolution 2024-30, Making Certain Findings; Confirming the District's Provision of Infrastructure Improvements Comprising the Series 2024 Project and Approving the Engineer's Report and Supplemental Assessment Methodology Report; Setting Forth the Specific Terms of the East Nassau Stewardship District's Special Assessment Revenue Bonds, Series 2024; Confirming, Allocating and Authorizing the Collection of Special Assessments Securing Series 2024 Bonds; Providing for the Application of True-Up Payments; Providing for the Supplement to the Improvement Lien Book; Providing for the Recording of a Notice of Series 2024 Special Assessments; Providing for Conflicts, Severability and an Effective Date

- 76 **A. Amended and Restated East Nassau Stewardship District Engineers Report for**  
77 **Wildlight Village Phase 3, dated December 18, 2023, as revised and adopted January**  
78 **18, 2024, and the East Nassau Stewardship District Engineers Report - First Addendum**  
79 **for Wildlight Village Phase 3, dated June 20, 2024**
- 80 **B. Final Supplemental Special Assessment Methodology Report for the Wildlight Village**  
81 **Phase 3, dated July 19, 2024**
- 82 **C. Maturities and Coupons of Series 2024 Bonds**
- 83 **D. Sources and Uses of Funds for Series 2024 Bonds**
- 84 **E. Annual Debt Service Payment Schedule for Series 2024 Bonds**

85 Ms. Rigoni presented Resolution 2024-30, known as the Supplemental Assessment  
86 Resolution, which amends the previously adopted the Master Assessment Resolution, specific  
87 to the Wildlight Village Phase 3, Series 2024 bonds, in the aggregate amount of \$8,660,000.  
88 She stated that Resolution 2024-30 accomplishes the following:

- 89 ➤ Sets forth the authority for adopting this Resolution pursuant to the various laws  
90 including the previously adopted Master Assessment Resolution.
- 91 ➤ Makes certain findings basically recounting the steps taken to date, including the  
92 adoption of the Engineer's Report, the Capital Improvement Plan (CIP) and the Assessment  
93 Methodology. It affirms the same as well as using them for the sale of the bonds and ratifies  
94 them, in terms of the sale of the bonds.
- 95 ➤ Sets forth the specific terms of the Series 2024 bonds, including the maturity and  
96 coupon rate, the sources and uses of funds from the bond proceeds and the annual debt  
97 service payment that is due on the bonds in order to pay down the bonds.
- 98 ➤ Section 4 allocates the specific Series 2024 special assessments to the benefited  
99 properties.
- 100 ➤ Calls for the true-up payments as may be necessary in accordance of the Master and  
101 Supplemental Assessment Methodologies, as well as the terms that are outlined in the Master  
102 Levy Resolution.
- 103 ➤ It provides that the District should be updating the Improvement Lien Book.

Ms. Rigoni stated that the remaining sections of the Resolution are administrative in nature.

Mr. Hahaj stated that he reviewed everything and finds that it is consistent with the prior Reports. Mr. Torres stated that the final adjustments were based on the coupon rate, which he believes is very favorable; all the numbers were adjusted, as necessary.

Ms. Rigoni stated that the bonds are anticipated to close on July 31, 2024.

**On MOTION by Mr. Jinks and seconded by Mr. Hord, with all in favor, Resolution 2024-30, Making Certain Findings; Confirming the District's Provision of Infrastructure Improvements Comprising the Series 2024 Project and Approving the Engineer's Report and Supplemental Assessment Methodology Report; Setting Forth the Specific Terms of the East Nassau Stewardship District's Special Assessment Revenue Bonds, Series 2024; Confirming, Allocating and Authorizing the Collection of Special Assessments Securing Series 2024 Bonds; Providing for the Application of True-Up Payments; Providing for the Supplement to the Improvement Lien Book; Providing for the Recording of a Notice of Series 2024 Special Assessments; Providing for Conflicts, Severability and an Effective Date, was adopted.**

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

**Consideration of Resolution 2024-31, Approving the Amended and Restated Acquisition Agreement and Forms of Acquisition Documents, Authorizing Chair to Execute the Acquisition Agreement; Providing General Authorization; Addressing Conflicts, Severability, and an Effective Date**

Ms. Rigoni presented Resolution 2024-31. She noted the District's ability to collect and send mobility dollars and use those mobility funds to pay for some of the master improvements throughout the Commerce Park. In recognition of the additional sources of revenue, she and Mr. Jinks worked on an Amended and Restated Commerce Park Acquisition Agreement, updating the previously approved Acquisition Agreement with similar terms as to those seen in project specific Acquisition Agreements. It includes the more recent terms, like the District's mobility credits and the additional supplemental Acquisition Agreement related to the

conservation lands. This Resolution succinctly goes over the history as well as approves the form of the Amended and Restated Commerce Park Acquisition Agreement and authorizes finalization and execution of the same.

On MOTION by Mr. Hahaj and seconded by Mr. Hord, with all in favor, Resolution 2024-31, Approving the Amended and Restated Acquisition Agreement and Forms of Acquisition Documents, Authorizing Chair to Execute the Acquisition Agreement; Providing General Authorization; Addressing Conflicts, Severability, and an Effective Date, was adopted.

#### SEVENTH ORDER OF BUSINESS

#### Consideration of Acquisition of Various Improvements and Tracts

##### A. Acquisition within PDP 3, Pod 4 – North and Pod 5, and Del Webb Phases 1, 2A, 2B and 3 (Conservation Easements, Trail Easements, Future ROW Tract 2)

Ms. Rigoni stated that she received a request from the Developer to add additional tracts and improvements that the Developer built to the acquisition package. The scope of the acquisition is outlined in the agenda. She does not believe there are acquisition costs involved but included the acquisition costs just in case.

##### B. Acquisitions within Commerce Park (Conservation Easements, Open Space Tracts, Roadway)

On MOTION by Mr. Hahaj and seconded by Mr. Hord, with all in favor, the acquisition of various improvements and tracts within PDP 3, Pod 4 – North and Pod 5, and Del Webb Phases 1, 2A, 2B and 3 (Conservation Easements, Trail Easements, Future ROW Tract 2) and Acquisitions within Commerce Park (Conservation Easements, Open Space Tracts, Roadway), were approved.

#### EIGHTH ORDER OF BUSINESS

#### Consideration of Acquisition of the Trail Improvements

Ms. Rigoni stated that the items behind Tabs 7A and 7B are exactly the same. There are portions of mobility trails within the District's easement that the Developer built and are on third-party builder land. Due to the challenges in separating out these parcels, the District is

looking to take on perpetual easements rather than the deed; Bond Counsel and Tax Counsel confirmed that this structure is fine per the Indenture terms. She stated that the acquisition costs of the trail improvements will be at cost, currently estimated at \$700,000. She asked Mr. Jinks if he wants to round up the figure to \$1 million. Mr. Jinks replied affirmatively.

**A. Wildlight (Improvement) + Middleburg (Perpetual Easement) – Hamlet**

**B. Wildlight (Improvement) + Pulte (Perpetual Easement) – Del Webb**

**On MOTION by Mr. Hord and seconded by Mr. Jinks, with all in favor, authorizing the Acquisition of the Mobility Trails, in a not-to-exceed acquisition cost of \$1 million, subject to District Counsel’s review, was approved.**

#### **NINTH ORDER OF BUSINESS**

#### **Consideration of Resolution 2024-32, Adopting Policies Governing the Operation of Golf Carts and Providing for Severability and Effective Date**

Mr. Haskett stated, since golf carts are allowed on multi-use trails, he and Ms. Brown developed the golf cart use policy. Ms. Brown distributed the conceptual map England-Thims & Miller, Inc. (ETM) prepared depicting County-owned roads, District-owned roads, multi-use trails and the golf cart path.

**On MOTION by Mr. Hahaj and seconded by Mr. Jinks, with all in favor, Resolution 2024-32, Adopting Policies Governing the Operation of Golf Carts, as amended to include the map as an Exhibit, and Providing for Severability and Effective Date, was adopted.**

#### **TENTH ORDER OF BUSINESS**

#### **Consideration of Resolution 2024-33, Adopting Policies Governing Parks and Playgrounds and Providing for Severability and Effective Date**

Mr. Haskett stated that they put these policies in place due to the recent addition of Hawthorne Park and playground facilities. Referring to Policy C, which states that “Children



must be accompanied by an adult.”, Ms. Rigoni stated that there are pros and cons in specifying an age; she will speak with Mr. Hahaj and Ms. Brown about this outside the meeting.

**On MOTION by Mr. Jinks and seconded by Mr. Hord, with all in favor, Resolution 2024-33, Adopting Policies Governing Parks and Playgrounds and Providing for Severability and Effective Date, was adopted.**

#### **ELEVENTH ORDER OF BUSINESS**

**Consideration of Resolution 2024-34, Declaring Special Assessments to Fund the Proposed Budget(s) for FY 2025 Pursuant to Chapter 2017-206, Laws of Florida and Chapters 170, and 197, Florida Statutes; Setting Public Hearing; Addressing Publication; Addressing Severability; and Providing an Effective Date**

Mr. Torres presented Resolution 2024-34. He asked if there are any additional changes to be made to the proposed Fiscal Year 2025 budget, aside from the ones made at the last meeting. Ms. Rigoni reminded the Board that the maximum assessment amount was set when the proposed Fiscal Year 2025 budget was approved at the last meeting. This Resolution is being presented in order for the District to officially declare levying Operations and Maintenance (O&M) Assessments, and to set the public hearing for the same day as the previously determined public hearing, date, time and place.

In response to a question regarding adding a new “property insurance” budget line item for the Commerce Park well and pump, the Board consensus was to consider it for the Fiscal Year 2026 budget year. Ms. Brown asked for the current Unaudited Financial Statements to be available at the budget public hearing.

**On MOTION by Mr. Hahaj and seconded by Mr. Hord, with all in favor, Resolution 2024-34, Declaring Special Assessments to Fund the Proposed Budget(s) for FY 2025 Pursuant to Chapter 2017-206, Laws of Florida and Chapters 170, and 197, Florida Statutes; Setting the Public Hearing on August 29, 2024 at 10:00 a.m., at the Fernandina Beach Municipal Airport, 700 Airport Road, Fernandina Beach, Florida 32034; Addressing Publication; Addressing Severability; and Providing an Effective Date, was adopted.**

**TWELFTH ORDER OF BUSINESS**

**Consideration of Resolution 2024-35, Declaring the District's Intent to Accept Responsibility for the Perpetual Operation, Maintenance, and Funding of the Conservation Lands; Providing for General Authorization; Providing for Severability and an Effective Date**

Ms. Rigoni presented Resolution 2024-35. She is working with the Developer on responding to the Army Corps of Engineers question regarding the perpetual entity responsible for the O&M, which is the District. This Resolution authorizes Ms. Northrup, the Chair or Vice Chair to provide any additional information that might be necessary in order to effectuate the permit that is necessary for the conservation.

**On MOTION by Mr. Jinks and seconded by Mr. Hord, with all in favor, Resolution 2024-35, Declaring the District's Intent to Accept Responsibility for the Perpetual Operation, Maintenance, and Funding of the Conservation Lands; Providing for General Authorization; Providing for Severability and an Effective Date, was adopted.**

**THIRTEENTH ORDER OF BUSINESS**

**Presentation of Audited Annual Financial Report for Fiscal Year Ended September 30, 2023, Prepared by Grau & Associates**

Mr. Torres noted the pertinent information in the Audited Annual Financial Report for the Fiscal Year Ended September 30, 2023. It was a clean audit; there were no findings, recommendations, deficiencies on internal control or instances of noncompliance.

**FOURTEENTH ORDER OF BUSINESS**

**Consideration of Resolution 2024-36, Accepting the Audited Annual Financial Report for the Fiscal Year Ended September 30, 2023**

On MOTION by Mr. Hahaj and seconded by Mr. Hord, with all in favor, Resolution 2024-36, Accepting the Audited Annual Financial Report for the Fiscal Year Ended September 30, 2023, was adopted.

**FIFTEENTH ORDER OF BUSINESS****Consideration of Goals and Objectives Reporting [HB7013 - Special Districts Performance Measures and Standards Reporting]**

Mr. Torres pointed out the Memorandum regarding House Bill 7013 Special Districts Performance Measures and Standards Reporting and stated that District Management collaborated with District Counsel on initiating a performance measures and standards reporting program.

Ms. Rigoni stated that a portion of House Bill 7013 imposes new requirements for all Special Districts beginning Fiscal Year 2025 to set goals and standards and have a way to report them. She believes the goal of this new legislation is to enhance accountability and transparency of Special District operations; it is left up to each District to come up with certain goals, measures and standards based on its operations.

Ms. Rigoni stated that District Management broadly categorized certain goals into three categories, those being Community Communication and Engagement, Infrastructure and Facilities Maintenance and Financial Transparency and Accountability, all of which is in line of what the District is already required to do statutorily. She recommended approval in substantial form, as she will need to update the statutory sections in the Performance Measures/Standards & Annual Reporting form that references the Enabling Act for the District rather than Chapter 190 for the standard CDD.

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

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

318 No members of the public spoke.

319

320 **SEVENTEENTH ORDER OF BUSINESS**

**Development Update/Staff Reports**

321

322 **A. Developer**

323 There was no report.

324 **B. District Counsel: Kutak Rock LLP**

325 Ms. Rigoni stated that she received a letter rescinding the Residential Association's prior  
326 request to convey the Coin Toss Park improvements to the District. The Developer is asking the  
327 District to acquire that back from the Residential Association to convey it in accordance with  
328 the acquisition agreement that is in place with the District and the Developer. This will be  
329 presented for ratification at the next meeting.

330 Ms. Brown, as the Residential Association's Board President, stated that the letter was  
331 executed.

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

333 Mr. Brecht stated that he is working with the ETM Geographic Information System (GIS)  
334 mapping Team on the District's portal mapping program and will be seeking Staff input in the  
335 next couple of weeks.

336 **D. Field Operations: CCMC**

337 The Monthly Operations Report was included for informational purposes.

338 Mr. Haskett stated that the temporary speed hump adjacent to Daydream Avenue they  
339 were monitoring had to be removed. Replacement and installation cost is about \$1,200. The  
340 Board consensus was to replace it.

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

342 • **NEXT MEETING DATE: August 29, 2024 at 10:00 AM [Adoption of FY2025**  
343 **Budget]**

344 ○ **QUORUM CHECK**

345

346 **EIGHTEENTH ORDER OF BUSINESS**

**Board Members' Comments/Requests**

347

348 There were no Board Members' comments or requests.

349

350 **NINETEENTH ORDER OF BUSINESS**

**Public Comments**

351

352 No members of the public spoke.

353

354 **TWENTIETH ORDER OF BUSINESS**

**Adjournment**

355

356 **On MOTION by Mr. Hahaj and seconded by Mr. Jinks, with all in favor, the**  
357 **meeting adjourned at 1:40 p.m.**

358

359

360

361

362 [SIGNATURES APPEAR ON THE FOLLOWING PAGE]

363  
364  
365  
366  
367

---

Secretary/Assistant Secretary

---

Chair/Vice Chair

**PREPARED BY:**

**JOHN R. CAMPBELL, ESQ.**  
**RAYONIER INC.**  
**1 RAYONIER WAY**  
**WILDLIGHT, FL 32097**

**STATE OF FLORIDA**  
**COUNTY OF NASSAU**

**SPECIAL WARRANTY DEED**

**(STRIP EASEMENT TRACT, PDP 3 POD 4 NORTH AND POD 5 LANDSCAPE, VARIOUS  
MAINTENANCE EASEMENT AND POND TRACTS)**

**THIS SPECIAL WARRANTY DEED** is made this 13<sup>th</sup> day of August, 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: 50-3N-27-1005-0LT4-0000; 50-3N-27-1005-PT52-0000; 50-3N-27-1005-PT51-0000; 50-3N-27-1005-0LT3-0000; 50-3N-27-1005-PT53-0000; 50-3N-27-1005-0LT2-0000; 50-3N-27-1005-0LT1-0000; 44-2N-27-1002-00P2-0000; 44-2N-27-0000-0001-0270; 44-2N-27-1004-PT41-0000; 44-2N-27-1004-PT42-0000; 44-2N-27-1004-0LT4-0000; 44-2N-27-1004-0LT5-0000; 44-2N-27-1004-0LT6-0000; 44-2N-27-1004-PT44-000A; AND 44-2N-27-1004-0LT7-0000**

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

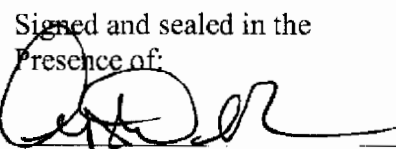
**TOGETHER WITH** all tenements, hereditaments and appurtenances, thereto belonging or in anywise appertaining.

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

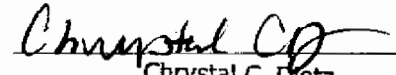
**AND GRANTOR** hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property; that Grantor hereby fully warrants the title to the Property and will defend the same against the lawful claims 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.

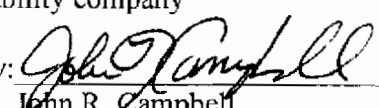
[SIGNATURES ON FOLLOWING PAGE]

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:  
  
Crystal L. Cook (Sign)  
Crystal L. Cook (Print)

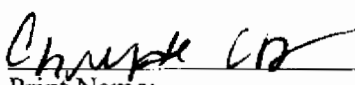
1 Rayonier Way  
Wildlight, FL 32097

  
Chrystal C. Dietz (Sign)  
Chrystal C. Dietz (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 13<sup>th</sup> day of Aug, 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

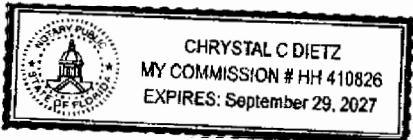




EXHIBIT "A"

Nassau County, Florida

Maintenance, Access & Landscape Easement, containing 0.10 acre, more or less, as shown and delineated on Plat of East Nassau – Wildlight PDP 3 / Pod 5, recorded as Instrument No. 202245009432 in Official Records Book 2546, Page 1608 through 1613, inclusive, in the Official Records of Nassau County, Florida.

Pond Tract 5-3, containing 5.90 acres, more or less, as shown and delineated on Plat of East Nassau – Wildlight PDP 3 / Pod 5, recorded as Instrument No. 202245009432 in Official Records Book 2546, Page 1608 through 1613, inclusive, in the Official Records of Nassau County, Florida.

Pond Tract 4-2, containing 0.76 acre, 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, Page 1789 through 1795, inclusive, in the Official Records of Nassau County, Florida.

Pond Tract 4-1, containing 0.79 acre, 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, Page 1789 through 1795, inclusive, in the Official Records of Nassau County, Florida.

Pond Tract 4-4A, containing 1.94 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, Page 1789 through 1795, inclusive, in the Official Records of Nassau County, Florida.

Landscape Tract 4, containing 0.74 acre, more or less, which includes an FPU Easement of 0.03 acre, together with the Maintenance, Access & Landscape Easement, 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, Page 1789 through 1795, inclusive, in the Official Records of Nassau County, Florida.

Landscape Tract 7, containing 1.07 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, Page 1789 through 1795, inclusive, in the Official Records of Nassau County, Florida.

Landscape Tract 6, containing 4.42, more or less, 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, Page 1789 through 1795, inclusive, in the Official Records of Nassau County, Florida.

Landscape Tract 5, containing 0.53 acre, 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, Page 1789 through 1795, inclusive, in the Official Records of Nassau County, Florida.

Pond Tract 5-1, containing 1.40 acres, more or less, as shown and delineated on Plat of East Nassau – Wildlight PDP 3 / Pod 5, recorded as Instrument No. 202245009432 in Official Records Book 2546, Page 1608 through 1613, inclusive, in the Official Records of Nassau County, Florida.

Pond Tract 5-2, containing 0.03 acre, more or less, as shown and delineated on Plat of East Nassau – Wildlight PDP 3 / Pod 5, recorded as Instrument No. 202245009432 in Official Records Book 2546, Page 1608 through 1613, inclusive, in the Official Records of Nassau County, Florida.

Landscape Tract 4, containing 0.98 acre, more or less, as shown and delineated on Plat of East Nassau – Wildlight PDP 3 / Pod 5, recorded as Instrument No. 202245009432 in Official Records Book 2546, Page 1608 through 1613, inclusive, in the Official Records of Nassau County, Florida.

Landscape Tract 1, containing 0.80 acre, more or less, as shown and delineated on Plat of East Nassau – Wildlight PDP 3 / Pod 5, recorded as Instrument No. 202245009432 in

Official Records Book 2546, Page 1608 through 1613, inclusive, in the Official Records of Nassau County, Florida.

Landscape Tract 2, containing 0.78 acre, more or less, as shown and delineated on Plat of East Nassau – Wildlight PDP 3 / Pod 5, recorded as Instrument No. 202245009432 in Official Records Book 2546, Page 1608 through 1613, inclusive, in the Official Records of Nassau County, Florida.

Landscape Tract 3, containing 0.24 acre, more or less, as shown and delineated on Plat of East Nassau – Wildlight PDP 3 / Pod 5, recorded as Instrument No. 202245009432 in Official Records Book 2546, Page 1608 through 1613, inclusive, in the Official Records of Nassau County, Florida.

Strip Easement, containing 1.63 acres, more or less, being described as:

A parcel of land, being a portion of the Heirs of E. Waterman Mill Grant, Section 44, Township 2 North, Range 27 East, Nassau County, Florida, and being more particularly described as follows:

Begin at the most Southerly corner of Pond Tract "B" as shown on East Nassau — Wildlight Phase 1a as recorded in Plat Book 8, Pages 203 — 213 of the Public Records of Nassau County, Florida; thence on the most Westerly line of said East Nassau — Wildlight Phase 1a, S 17°43'51" E, a distance of 72.35 feet; thence departing said most Westerly line, S 72°16'09" W, a distance of 107.18 feet; thence S 89°02'41" W, a distance of 842.67 feet to a point on the Easterly line of those lands described in Official Record Book 1484, Page 1762 of the aforesaid Public Records; thence on said Easterly line, N 16°37'11" W, a distance of 77.89 feet to point on the Northerly Right of Way line of Florida Power & Light Company (100 foot Easement for Right of Way) as recorded in Official Record Book 123, Page 284 of the Public Records of Nassau County, Florida; thence departing said Easterly line and on said Northerly Right of Way line for the next 2 courses, N 89°02'41" E, a distance of 852.65 feet; thence N 72°16'09" E, a distance of 96.12 feet to a point on the aforesaid most Westerly line of East Nassau - Wildlight Phase 1a; thence departing said Northerly Right of Way line and on said most Westerly line, S 17°43'51" E, a distance of 2.65 feet to the Point of Beginning,

## **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.

**EAST NASSAU  
STEWARDSHIP DISTRICT**

**4CII**

Prepared by and Return to:  
**JOHN R. CAMPBELL**  
**RAYONIER INC.**  
**1 RAYONIER WAY**  
**WILDLIGHT, FL 32097**

**STATE OF FLORIDA**  
**COUNTY OF NASSAU**

**QUIT CLAIM DEED**

**THIS QUIT CLAIM DEED** is made as of this 1<sup>st</sup> day of August, 2024, between **WILDLIGHT RESIDENTIAL ASSOCIATION, INC.**, a Florida not for profit corporation, whose address 57 Homegrown Way, Unit 303, 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, being situated in Nassau County, Florida, whose address is c/o 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).

**WITNESSETH:**

**THAT GRANTOR**, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration, does hereby release, remise and quitclaim unto Grantee, its successors and assigns forever, all the right, title, interest, claim and demand which Grantor has in and to that certain real property described on **EXHIBIT "A"** attached hereto and by reference made a part hereof (hereinafter referred to as the "Property")

**A PORTION OF TAX PARCEL NO. 44-2N-27-1003-RT03-0000**

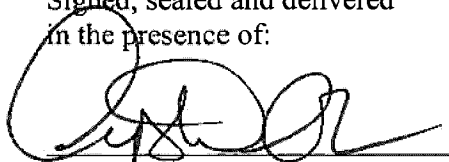
**TO HAVE AND TO HOLD** the said described premises to Grantee, its successors and assigns forever, so that neither Grantor nor any person or persons claiming under Grantor shall at any time, by any means or ways, have claim or demand any right or title to said premises or appurtenances for the above referenced rights.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has signed and sealed this deed upon the date above written.

**GRANTOR:**

Signed, sealed and delivered  
in the presence of:

  
(Signature)

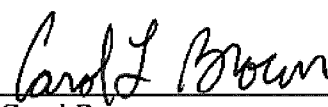
Crystal L. Cook

(Print Name)

1 Rayonier Way, Wildlight, FL 32097

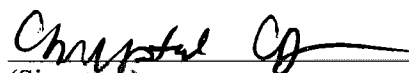
(Address)

**WILDLIGHT RESIDENTIAL  
ASSOCIATION, INC.,** a Florida not-for-profit  
corporation

BY: 

Name: Carol Brown

Title: President

  
(Signature)

Chrystal C. Dietz

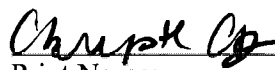
(Print Name)

1 Rayonier Way, Wildlight, FL 32097

(Address)

STATE OF FLORIDA  
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me by means of ☒ physical presence  
or ☐ online notarization this 7<sup>th</sup> day of August, 2024, by Carol Brown as President of Wildlight  
Residential Association, Inc., on behalf of said entity. She ☒ is personally known to me, or ☐ has  
produced as identification.

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

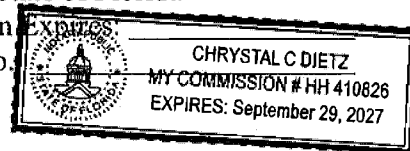


EXHIBIT "A"

A portion of Conservation Easement 2 as recorded in Official Records Book 1987, Page 1525 of the Official Records of Nassau County, Florida as shown on the plat of East Nassau - Wildlight Phase 1c - 1, as recorded in Official Records Book 2347, Pages 1911 thru 1915 of the Official Records of Nassau County, Florida, 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.

Begin at the Northeasterly corner of the plat of East Nassau - Wildlight Phase 1c - 1, as recorded in Official Records Book 2347, Pages 1911 thru 1915 of the Official Records of Nassau County, Florida said point also being on the Southeasterly Right of Way line of Curiosity Avenue (90 foot Right of Way) as recorded in Official Records Book 2152, Page 1121 of the Official Records of Nassau County, Florida; thence on the Easterly line of said plat of East Nassau - Wildlight Phase 1c - 1, S 30°51'00" E, a distance of 549.88 feet to a point on the Southerly line of Conservation Easement 2 as recorded in Official Records Book 1987, Page 1525 of the Official Records of Nassau County, Florida; thence departing said Easterly line and on said Southerly line and on the Westerly line and Northerly line of aforesaid Conservation Easement 2 for the next 11 courses, S 51°53'01" W, a distance of 11.76 feet; thence S 53°28'10" W, a distance of 140.60 feet; thence S 46°54'32" W, a distance of 147.26 feet; thence N 84°07'30" W, a distance of 77.24 feet; thence N 56°42'39" W, a distance of 136.64 feet; thence N 43°35'05" W, a distance of 109.02 feet; thence N 29°09'38" W, a distance of 114.70 feet; thence N 01°35'14" W, a distance of 139.65 feet; thence N 28°10'35" E, a distance of 139.33 feet; thence N 75°52'46" E, a distance of 76.35 feet; thence N 41°36'24" E, a distance of 146.29 feet to the foresaid Southeasterly Right of Way line of Curiosity Avenue said point also being on a curve, concave Northwest, having a radius of 1542.00 feet and a central angle of 1°25'44"; thence departing said Northerly line of Conservation Easement 2 and on said Southeasterly Right of Way line and on the arc of said curve, a distance of 38.46 feet said arc being subtended by a chord which bears N 73°07'20" E, a distance of 38.46 feet to the Point of Beginning.

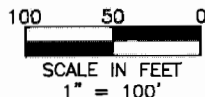
And as depicted on Exhibit "B" attached hereto.



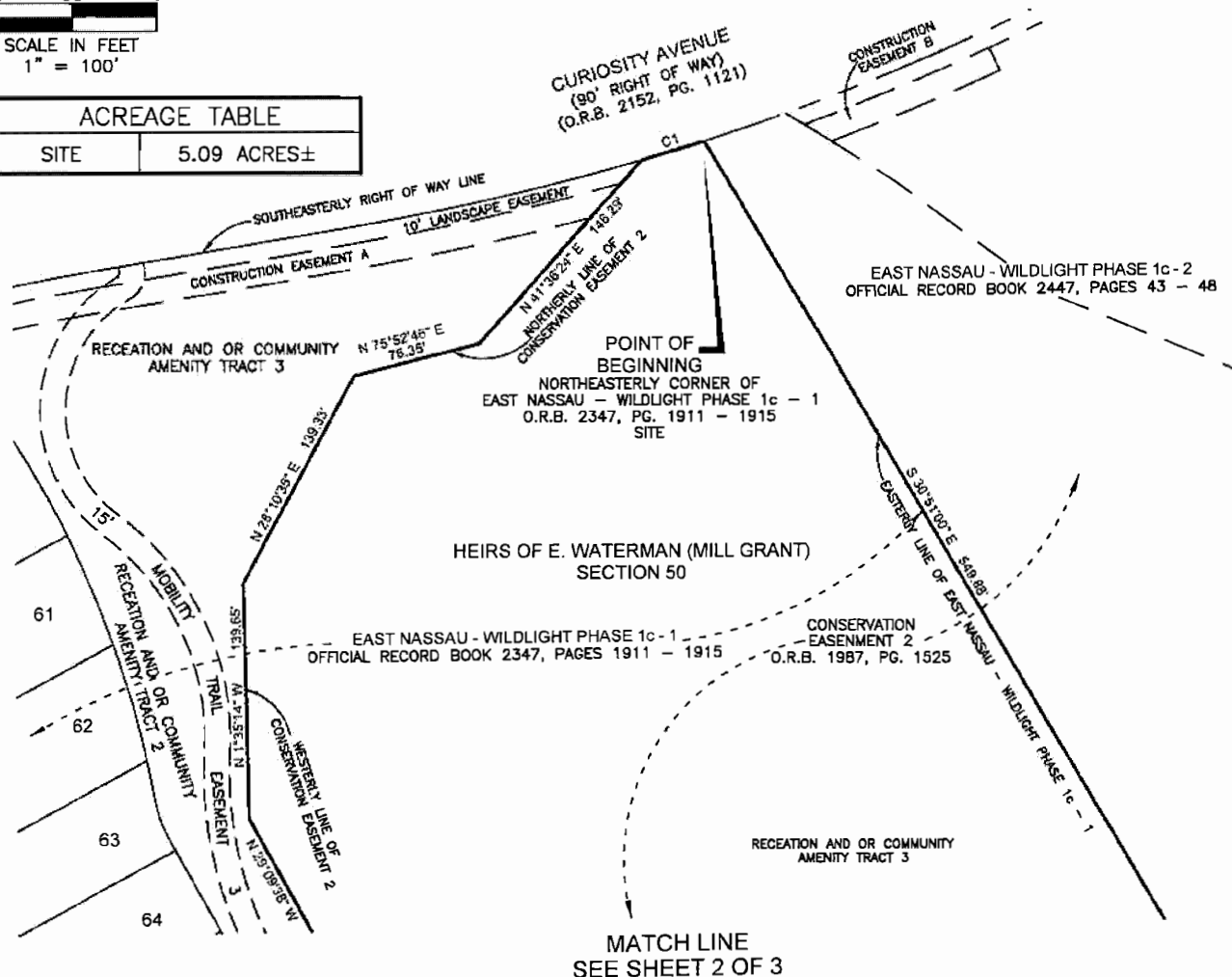
**EXHIBIT "B"**

# MAP SHOWING SKETCH & DESCRIPTION

OF  
A PORTION OF CONSERVATION EASEMENT 2 AS RECORDED IN OFFICIAL RECORDS BOOK 1987, PAGE 1525 OF THE OFFICIAL RECORDS OF NASSAU COUNTY, FLORIDA AS SHOWN ON THE PLAT OF EAST NASSAU - WILDLIGHT PHASE 1C - 1, AS RECORDED IN OFFICIAL RECORDS BOOK 2347, PAGES 1911 THRU 1915 OF THE OFFICIAL RECORDS OF NASSAU COUNTY, FLORIDA, 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.



| ACREAGE TABLE |             |
|---------------|-------------|
| SITE          | 5.09 ACRES± |



CERTIFIED TO:  
WILDLIGHT LLC

## SURVEYORS NOTES:

- 1). THIS IS NOT A BOUNDARY SURVEY.
- 2). BEARINGS SHOWN HEREON REFER TO FLORIDA STATE PLANE, FLORIDA EAST ZONE, NORTH AMERICAN DATUM OF 1983(2011) ADJUSTMENT AND ARE BASED ON CONTROL POINT PID DES905, DESIGNATION NASSAU 20, THE BEARING BASE BEING THE SOUTHWESTERLY RIGHT OF WAY LINE OF CSX RAILROAD SAID LINE HAVING A GRID BEARING OF N 38°47'16" W.
- 3). SOURCES OF INFORMATION:
  - \* DEEDS OF RECORD
  - \* FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP OF STATE ROAD NO. 200 (A1A), SECTION 74040-2504

SEE SHEET 1 FOR GENERAL NOTES AND SHEET 3 FOR DESCRIPTION  
THIS MAP IS NOT COMPLETE WITHOUT SHEETS 1 THRU 3

RICHARD J. JENKINS, DATED 07/12/2024  
FLORIDA REGISTERED LAND SURVEYOR NO. 4421  
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED  
SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

SHEET 1 OF 3

L. D. BRADLEY LAND SURVEYORS

510 SOUTH 5TH STREET

MACCLENNY, FLORIDA 32063

PHONE (904) 786-6400

FAX (904) 786-1479

LICENSED BUSINESS No. 6888

**BRADLEY**  
LAND SURVEYORS  
OLD WORLD KNOWLEDGE... NEW AGE TECHNOLOGY

W.O. NO.: 24-491-A

DATE: 07/12/2024

DRAFTED BY: DHB

CHECKED BY: RJJ

CAD FILE: 24491.DWG

FB N/A PG

# MAP SHOWING SKETCH & DESCRIPTION

OF  
A PORTION OF CONSERVATION EASEMENT 2 AS RECORDED IN OFFICIAL RECORDS BOOK 1987, PAGE 1525 OF THE OFFICIAL RECORDS OF NASSAU COUNTY, FLORIDA AS SHOWN ON THE PLAT OF EAST NASSAU - WILDLIGHT PHASE 1C - 1, AS RECORDED IN OFFICIAL RECORDS BOOK 2347, PAGES 1911 THRU 1915 OF THE OFFICIAL RECORDS OF NASSAU COUNTY, FLORIDA, 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.

100 50 0  
SCALE IN FEET  
1" = 100'

MATCH LINE  
SEE SHEET 1 OF 3

HEIRS OF E. WATERMAN (MILL GRANT)  
SECTION 50

EAST NASSAU - WILDLIGHT PHASE 1c - 1  
OFFICIAL RECORD BOOK 2347, PAGES 1911 - 1915

CONSERVATION  
EASEMENT 2  
O.R.B. 1987, PG. 1525

EAST NASSAU - WILDLIGHT PHASE 1c - 2  
OFFICIAL RECORD BOOK 2447, PAGES 43 - 48

RECREATION AND OR COMMUNITY  
AMENITY TRACT 3

TOWNSHIP 3 NORTH, RANGE 27 EAST

TOWNSHIP 2 NORTH, RANGE 27 EAST

HEIRS OF E. WATERMAN (MILL GRANT)  
SECTION 44

RECREATION AND OR COMMUNITY  
AMENITY TRACT 3

CERTIFIED TO:  
WILDLIGHT LLC

## ACREAGE TABLE

| SITE | 5.09 ACRES± |
|------|-------------|
|------|-------------|

## LINE TABLE

| LINE # | BEARING       | LENGTH |
|--------|---------------|--------|
| L1     | S 51°53'01" W | 11.76' |

## CURVE TABLE

| CURVE | DELTA    | RADIUS   | LENGTH | TANGENT | CHORD BEARING | CHORD DISTANCE |
|-------|----------|----------|--------|---------|---------------|----------------|
| C1    | 1°25'44" | 1542.00' | 38.46' | 19.23'  | N 73°07'20" E | 38.46'         |

SEE SHEET 1 FOR GENERAL NOTES AND SHEET 3 FOR DESCRIPTION  
THIS MAP IS NOT COMPLETE WITHOUT SHEETS 1 THRU 3

SHEET 2 OF 3

L. D. BRADLEY LAND SURVEYORS

510 SOUTH 5TH STREET

MACCLENNY, FLORIDA 32063

PHONE (904) 786-6400

FAX (904) 786-1479

LICENSED BUSINESS No. 6888

**BRADLEY**  
LAND SURVEYORS  
OLD WORLD KNOWLEDGE... NEW AGE TECHNOLOGY

W.O. NO.: 24-491-A

DATE: 07/12/2024

DRAFTED BY: DHB

CHECKED BY: RJJ

CAD FILE: 24491.DWG

FB N/A PG

MAP SHOWING SKETCH & DESCRIPTION  
OF

A PORTION OF CONSERVATION EASEMENT 2 AS RECORDED IN OFFICIAL RECORDS BOOK 1987, PAGE 1525 OF THE OFFICIAL RECORDS OF NASSAU COUNTY, FLORIDA AS SHOWN ON THE PLAT OF EAST NASSAU - WILDLIGHT PHASE 1C - 1, AS RECORDED IN OFFICIAL RECORDS BOOK 2347, PAGES 1911 THRU 1915 OF THE OFFICIAL RECORDS OF NASSAU COUNTY, FLORIDA, 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.

Description:

A portion of Conservation Easement 2 as recorded in Official Records Book 1987, Page 1525 of the Official Records of Nassau County, Florida as shown on the plat of East Nassau - Wildlight Phase 1c - 1, as recorded in Official Records Book 2347, Pages 1911 thru 1915 of the Official Records of Nassau County, Florida, 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.

Begin at the Northeasterly corner of the plat of East Nassau - Wildlight Phase 1c - 1, as recorded in Official Records Book 2347, Pages 1911 thru 1915 of the Official Records of Nassau County, Florida said point also being on the Southeasterly Right of Way line of Curiosity Avenue (90 foot Right of Way) as recorded in Official Records Book 2152, Page 1121 of the Official Records of Nassau County, Florida; thence on the Easterly line of said plat of East Nassau - Wildlight Phase 1c - 1, S 30 51'00" E, a distance of 549.88 feet to a point on the Southerly line of Conservation Easement 2 as recorded in Official Records Book 1987, Page 1525 of the Official Records of Nassau County, Florida; thence departing said Easterly line and on said Southerly line and on the Westerly line and Northerly line of aforesaid Conservation Easement 2 for the next 11 courses, S 51 53'01" W, a distance of 11.76 feet; thence S 53 28'10" W, a distance of 140.60 feet; thence S 46 54'32" W, a distance of 147.26 feet; thence N 84 07'30" W, a distance of 77.24 feet; thence N 56 42'39" W, a distance of 136.64 feet; thence N 43 35'05" W, a distance of 109.02 feet; thence N 29 09'38" W, a distance of 114.70 feet; thence N 01 35'14" W, a distance of 139.65 feet; thence N 28 10'35" E, a distance of 139.33 feet; thence N 75 52'46" E, a distance of 76.35 feet; thence N 41 36'24" E, a distance of 146.29 feet to the foresaid Southeasterly Right of Way line of Curiosity Avenue said point also being on a curve, concave Northwest, having a radius of 1542.00 feet and a central angle of 1 25'44"; thence departing said Northerly line of Conservation Easement 2 and on said Southeasterly Right of Way line and on the arc of said curve, a distance of 38.46 feet said arc being subtended by a chord which bears N 73 07'20" E, a distance of 38.46 feet to the Point of Beginning.

ACREAGE TABLE

CERTIFIED TO:  
WILDLIGHT LLC

| SITE | 5.09 ACRES± |
|------|-------------|
|------|-------------|

SEE SHEET 1 FOR GENERAL NOTES AND SHEET 3 FOR DESCRIPTION  
THIS MAP IS NOT COMPLETE WITHOUT SHEETS 1 THRU 3

SHEET 3 OF 3

L. D. BRADLEY LAND SURVEYORS

510 SOUTH 5TH STREET

MACCLENNY, FLORIDA 32063

PHONE (904) 786-6400

FAX (904) 786-1479

LICENSED BUSINESS No. 6888

**LD**  
**BRADLEY**  
LAND SURVEYORS  
OLD WORLD KNOWLEDGE...NEW AGE TECHNOLOGY

W.O. NO.: 24-491-A

DATE: 07/12/2024

DRAFTED BY: DHB

CHECKED BY: RJJ

CAD FILE: 24491.DWG

FB N/A PG

**EAST NASSAU  
STEWARDSHIP DISTRICT**

**4CIII**

**AMENDED AND RESTATED AGREEMENT BY AND BETWEEN THE  
EAST NASSAU STEWARDSHIP DISTRICT AND WIDLIGHT LLC, REGARDING THE  
ACQUISITION OF CERTAIN WORK PRODUCT, INFRASTRUCTURE, AND REAL PROPERTY**

**[ADVANCE ACQUISITION AGREEMENT FOR COMMERCE PARK MASTER IMPROVEMENTS]**

THIS AGREEMENT (“Agreement”) is entered into 22<sup>nd</sup> day of August 2024, and made to be effective as of 18<sup>th</sup> day of November 2023, 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

**WIDLIGHT 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; and

**WHEREAS**, the Landowner is the owner of development area known as “**Commerce Park**”, which is located within the Central Planning Area of the Detailed Specific Area Plan #1, all within the boundaries of the District (the “**Development**”); and

**WHEREAS**, the District presently intends to finance, plan, design, acquire, construct, and/or install certain public, master infrastructure improvements, facilities, and services as detailed in the *Engineers Report for Central Planning Area* dated August 10, 2017 (the “**Engineer’s Report**”) attached to this Agreement as **Exhibit A** (the “**District Improvements**”), as the same may be amended and supplemented from time to time; and

**WHEREAS**, the District Improvements include those public, master infrastructure improvements necessary to support development of the Commerce Park including, but not limited to, roadways, stormwater management facilities, utilities, and landscape and hardscape improvements, all as more particularly described in the Engineer’s Report (“**Commerce Park Improvements**”); and

**WHEREAS**, the District does not have sufficient monies 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 (collectively, the “**Work Product**”) or to timely commence the construction and/or installation of the Commerce Park Improvements described in **Exhibit A**; 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 District Improvements described in Exhibit A until such time as the District has closed on the sale of its future revenue bonds, which may be issued in one or more series (“**Bonds**”), the proceeds of which may be utilized as payment for the Work Product and the District Improvements; and

**WHEREAS**, the District may also have available to it in the future additional sources of revenue, such as funds generated from mobility fee credits issued by Nassau County, Florida, which may also be utilized as payment for the Work Product and the District Improvements; and

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

**WHEREAS**, the Landowner acknowledges that the District will have the right to use and rely upon said Work Product, upon conveyance of same, for any and all of its intended purposes and further desires to release to the District all of its right, title and interest in and to the same (except as provided for herein); 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, or take assignment of as applicable, the Work Product, the Commerce Park Improvements, and the real property sufficient to allow the District to own, operate, maintain, construct, or install the Commerce Park Improvements described in **Exhibit A**, if any such conveyances are appropriate (the “**Real Property**”), upon the terms and conditions contained herein; and

**WHEREAS**, the Parties previously entered in that *Advance Acquisition Agreement for Commerce Park Master Improvements* dated November 16, 2023, and now desires to amend and restate same as provided in this Agreement in recognition of the availability of other sources of revenue of the District which may be available to pay for the Commerce Park Improvements and provide terms related to same, and make such other amendments necessary and/or convenient to accomplish same.

**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 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. ACQUISITION OF WORK PRODUCT.** The District agrees to pay the actual reasonable cost 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 District 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, including all copyrights therein 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 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. Such releases shall be provided prior to the acquisition of any portion of the Work Product covered by the release.

**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 Engineer's Report.

**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 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.

**4. ACQUISITION OF COMMERCE PARK IMPROVEMENTS.** The Landowner owns or will own certain Commerce Park Improvements identified in **Exhibit A**. Subject to the terms and conditions of this Agreement, the District agrees to acquire those completed portions of the Commerce Park Improvements prior to the issuance of the District's Bonds intended to finance such District Improvements. When a portion of the Commerce Park Improvements are completed and ready for conveyance by the Landowner to the District, the Landowner shall notify the District in writing, describing the nature of the improvement and its 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 District 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 real property interests necessary for the functioning of the Commerce Park Improvements to be acquired under this paragraph shall be reviewed and conveyed in accordance with the provisions of Section 5. The District Engineer, in consultation with District

Counsel, shall determine in writing whether or not the infrastructure to be conveyed is a part of the Commerce Park Improvements contemplated by the Engineer's Report, 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 operation and maintenance cost, sufficient unencumbered funds to acquire the improvement and to own, operate, and maintain the improvement; in the event that the District Manager determines there are insufficient unencumbered funds to own, operate, and maintain the 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 such governmental body, if any.

**b. ACQUISITION COST.** The District Engineer shall certify as to the actual cost of any District Improvement, and the District shall pay no more than the actual cost incurred, as determined by the District Engineer.

**c. SUBSEQUENT CONVEYANCE TO PUBLIC ENTITY.** The Landowner agrees to cooperate fully in the transfer of any permits to the District or any governmental entity with maintenance obligations for any Commerce Park Improvements conveyed pursuant to this Agreement. Landowner shall be responsible for completion and subsequent transfer of all required permits, certifications, or other approvals necessary to convey the Improvements to the District or any governmental entity and shall provide copies of such documents to the District when received.

**5. ACQUISITION OF REAL PROPERTY.** Subject to the terms and conditions of this Agreement, the Landowner agrees to convey or cause to be conveyed to the District, at or prior to each Acquisition Date as reasonably determined by the District and Landowner, appropriate interests in Real Property over which the Commerce Park Improvements have been or will be constructed, and/or which are necessary for the operation and maintenance of and/or access to such Commerce Park Improvements.

**a. CONVEYANCE.** Conveyance of appropriate Real Property shall be by a special warranty deed reasonably acceptable to the District together with a metes and bounds or other description, the lands upon which the Commerce Park Improvements are constructed and/or which are necessary for the operation and maintenance of, and access to the Commerce Park 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 Commerce Park Improvements are constructed

as the District deems acceptable. Such instrument of conveyance shall 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 the Commerce Park 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. The Landowner shall pay all required closing costs (i.e., documentary stamps) if any, for the conveyance contemplated herein. The Landowner shall be responsible for all taxes and assessments levied on the lands 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.

## **6. 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 Real Property 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 Real Property. 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.

**7. ACQUISITION IN ADVANCE OF RECEIPT OF PROCEEDS.** The District and Landowner hereby agree that acquisition(s) by the District may be or have been 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 six (6) 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 whatsoever. The Landowner acknowledges that the District intends to convey some or all of the District Improvements in the Engineer's Report to Nassau County, Florida, JEA, as well as other entities and consents to the District's conveyance of such improvements prior to payment for any Prior Acquisitions.

**8. IMPACT FEE CREDITS.** In connection with the District's capital improvement plan including but not limited to the Commerce Park Improvements, the District may finance certain infrastructure that may generate mobility and/or impact fee credits ("**Impact Fee Credits**") and/or cash reimbursement ("**Impact Fee Reimbursements**") from the Nassau County corresponding to the District's contribution of mobility-fee creditable improvements, in accordance with certain *East Nassau Community Planning Area Proposed Transportation Improvements and Mobility Fee Agreement*, as recorded at Book 1866 Page 1416, of the Official Records of Nassau County on July 10, 2013, by and among Nassau County and Landowner, by and through its affiliates, as amended by that *First Amendment to the East Nassau Community Planning Area Proposed Transportation Improvements and Mobility Fee Agreement*, as recorded at Book 1993 Page 22, of the Official Records of Nassau County on July 23, 2015, and by that *Second Amendment to the East Nassau Community Planning Area Proposed Transportation Improvements and Mobility Fee Agreement*, as recorded at Book 2509 Page 1962, of the Official Records of Nassau County on November 1, 2021 (collectively, and as may be further amended and/or supplemented from time to time, "**Mobility Fee Agreement**"). As set forth in the District's assessment proceedings, and in recognition of the uncertain market for such credits, and limited value, and as consideration for the District and the Landowner undertaking the transactions involved with the District's projects including but not limited to Commerce Park Improvements and other projects within District's capital improvement program, as well as various other financing arrangements, the District and the Landowner agree that the District may:

- a. assign to the Landowner such Impact Fee Credits, provided that either (i) the Landowner contributes a corresponding amount of Commerce Park Improvements and associated Work Product and/or Real Property, based on appraised value, or (ii) reduces the cost of such Commerce Park Improvements, Work Product or Real Property to be acquired by the District by a corresponding amount of such Impact Fee Credits; and/or

- b. in lieu of reimbursing the Landowner for the cost of the Work Product, District Improvements, or Real Property from the proceeds of its Bonds, the District shall have the right to provide for such repayment from Impact Fee Reimbursements, at the then-prevailing Impact Fee Reimbursement rates without premium or markup;

all in accordance with the Mobility Fee Agreement.

**9. Conservation Land Improvements.** The District and the Landowner further acknowledge and agree that the acquisition of certain Conservation Land and Conservation Land Improvements portions within the Commerce Park Development and related Work Product shall be further governed by that *Supplemental Acquisition and Monitoring-Activities Funding Agreement [Conservation Lands and Mobility Trails]* dated January 22, 2024, by and between the District and Developer.

**10. 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.

**11. 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.

**12. 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.

**13. 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.

**14. 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.

**15. 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: Mike Hahaj

With a copy to: Office of General Counsel  
1 Rayonier Way  
Wildlight, Florida 32097  
Attn: John R. Campbell, Esq.

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 T. Johnson, Esq.

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.

**16. 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.

**17. 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.

**18. 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.

**19. 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.

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

**21. 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.

**22. 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.

**23. 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.

**24. 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.

**25. 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.

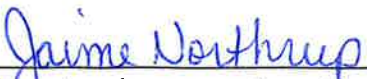
**26. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from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

[SIGNATURES ON NEXT PAGE]



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

Attest:

  
Secretary/Assistant Secretary

EAST NASSAU STEWARDSHIP DISTRICT

  
Chair, Board of Supervisors

WILDLIGHT LLC

a Delaware limited liability company

  
Witness  
Name: Crystal L. Cook

  
Name: JOHN R. CAMPBELL  
Title: Vice President

**Exhibit A:** *Engineers Report for Central Planning Area dated August 10, 2017*

**EAST NASSAU STEWARDSHIP DISTRICT  
ENGINEERS REPORT  
For  
CENTRAL PLANNING AREA**

*Prepared for*

**Board of Supervisors  
East Nassau  
Stewardship District**

Prepared by



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

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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<br>(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             |
| Upland Conservation | 3,862                    | 11,775 Acres    |
| <b>TOTAL</b>        | <b>24,230</b>            |                 |

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<br>(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**

| <b>Proposed Operation and Maintenance Responsibilities</b> |                                                    |
|------------------------------------------------------------|----------------------------------------------------|
| <b>Description</b>                                         | <b>Anticipated Obligated Party for Maintenance</b> |
| 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.

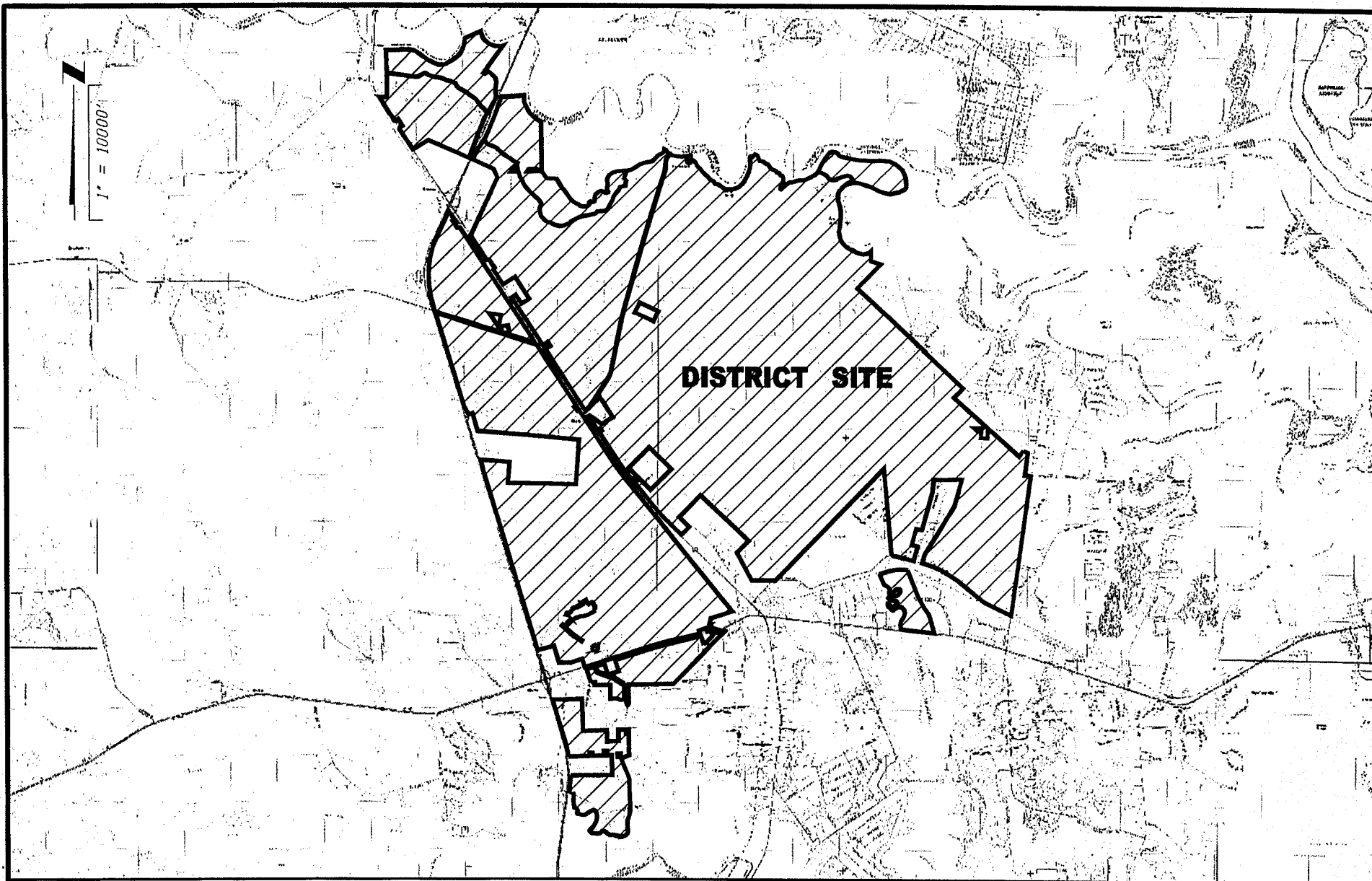
**TABLE 2**  
**PROPOSED IMPROVEMENT COSTS – CENTRAL PLANNING AREA**

| <b>Improvement Category</b>                                                     | <b>Master Infrastructure Improvement</b> | <b>Neighborhood Infrastructure Improvement</b> |
|---------------------------------------------------------------------------------|------------------------------------------|------------------------------------------------|
| 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                              |                                                |
| <b>SUBTOTAL</b>                                                                 | <b>\$118,700,000</b>                     | <b>\$52,100,000</b>                            |
| Design, Engineering, Surveying & Permitting (12%)                               | \$14,250,000                             | \$6,250,000                                    |
| Construction Cost Contingency (15%)                                             | \$17,810,000                             | \$7,820,000                                    |
| <b>2017 TOTAL</b>                                                               | <b>\$150,760,000</b>                     | <b>\$66,170,000</b>                            |
| <b>BUILDOUT TOTAL</b>                                                           | <b>\$330,700,000</b>                     | <b>\$145,200,000</b>                           |

## 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.



**ETM**

VISION - EXPERIENCE - RESULTS  
 ENGLAND - THIMS & MILLER, INC.

14775 Old St. Augustine Road, Jacksonville, FL 32258  
 TEL: (904) 642-8990, FAX: (904) 646-9485  
 CA - 00002584 LC - 0000316

**EAST NASSAU STEWARDSHIP DISTRICT  
 LOCATION MAP**

**EAST NASSAU STEWARDSHIP DISTRICT**

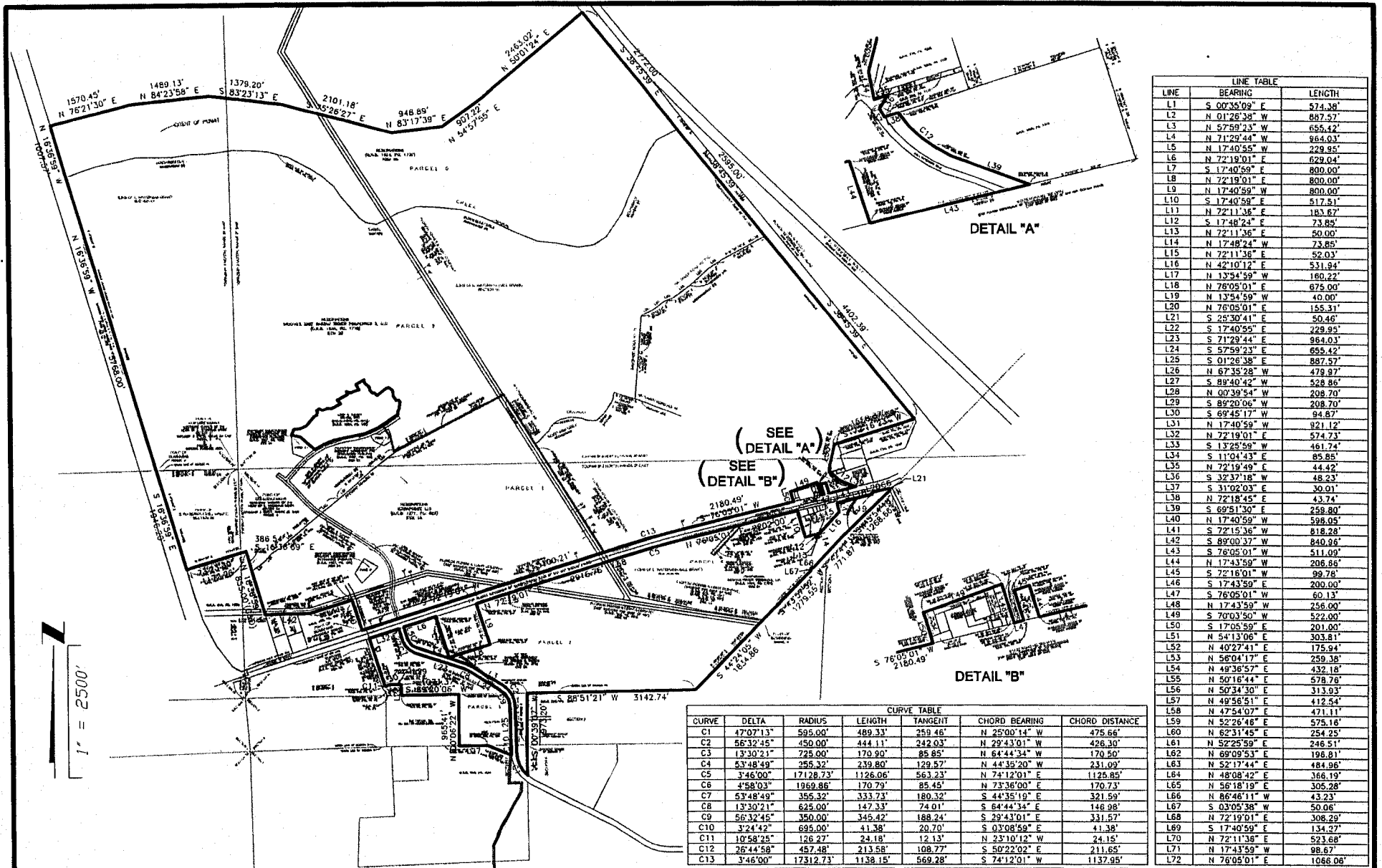
ETM NO. 17-042

DRAWN BY: A.J.A.

DATE: AUGUST 10, 2017

PLATE NO. 1





**ETM**

VISION - EXPERIENCE - RESULTS  
 ENGLAND - THIMS & MILLER, INC.  
 14775 Old St. Augustine Road, Jacksonville, FL 32258  
 TEL: (904) 642-8990, FAX: (904) 646-9485  
 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

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 1-95 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 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 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 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 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 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 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 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.

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**  
VISION - EXPERIENCE - RESULTS  
ENGLAND - THIMS & MILLER, INC.  
14775 Old St. Augustine Road, Jacksonville, FL 32258  
TEL: (904) 642-8990, FAX: (904) 646-9485  
CA - 00002584 LC - 0000316

**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

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;

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 MILL GRANT, SECTION 41, TOWNSHIP 3 NORTH, RANGE 26 EAST, AND BEING A PORTION OF THE HEIRS OF E. WATERMAN 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 69°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°05'01" 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 99.78 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-27-0000-0006-0000; 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°46'00"; 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 89°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.



VISION - EXPERIENCE - RESULTS  
ENGLAND - THIMS & MILLER, INC.

14775 Old St. Augustine Road, Jacksonville, FL 32258  
TEL: (904) 642-8990, FAX: (904) 646-9485  
CA - 00002584 - LC - 0000316

## 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



**ETM**

VISION - EXPERIENCE - RESULTS  
 ENGLAND - THOMAS & MILLER, INC.

14775 Old St. Augustine Road, Jacksonville, FL 32226  
 TEL: (904) 643-0000, FAX: (904) 646-0400  
 C/A - 00003564 LC - 00003565

## BASIS OF DEVELOPMENT COST

## EAST NASSAU STEWARDSHIP DISTRICT

ETM NO. 17-042

DRAWN BY: A.J.A.

DATE: June 20, 2017

PLATE NO. 4

**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



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

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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*<br>(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             |
| Upland Conservation | 3,167                     | 10,386 Acres    |
| 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<br>(approximate) | Residential Units<br>(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 <sup>1</sup> |
| I-95 Interchange                                    | FDOT                                                     |
| Arterial/Collector Roads                            | Nassau County                                            |
| Local/Neighborhood Roads <sup>2</sup>               | Nassau County/ District/ Property Owners Assoc.          |
| Alleys <sup>2</sup>                                 | Property Owners Association                              |
| Potable Water/Sanitary Sewer/Reclaim                | JEA                                                      |
| Electric <sup>3</sup>                               | 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                             |

<sup>1</sup> 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

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

<sup>3</sup> only the differential 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.*

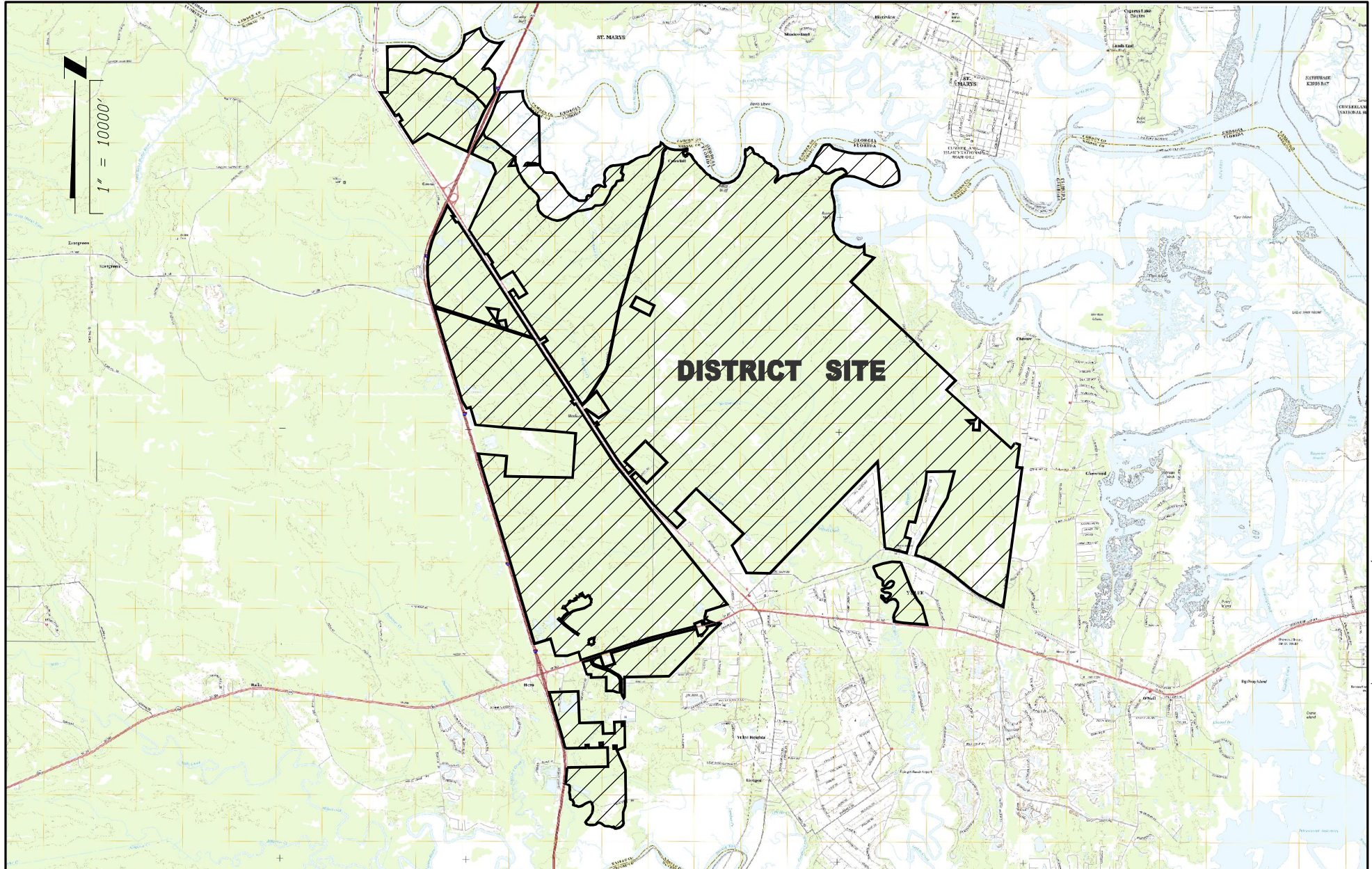
*\*\*Only roads, mobility/public trails and landscaping/hardscape/irrigation that are open to and accessible by the public (and not behind any hard gates) will be funded by the District.*

#### 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

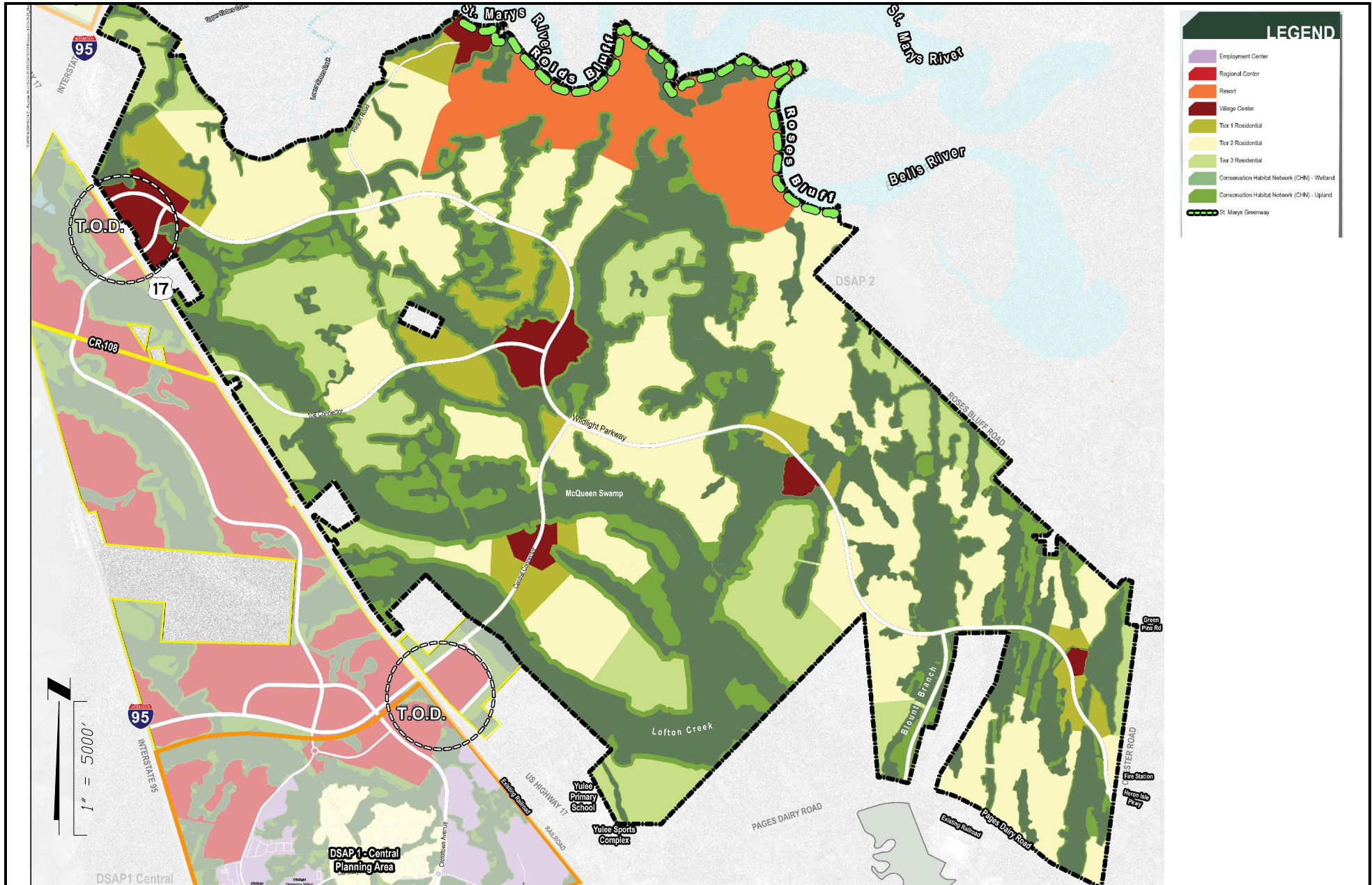
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## DSAP #2 AREA

# EAST NASSAU STEWARDSHIP DISTRICT

ETM NO. 19-239-02-004

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DATE: OCTOBER 19, 2023

PLATE NO. 2

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 Northeastly 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 Northeastly 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 Northeastly 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 Northeastly Right-of-Way line of U.S. Highway No. 17; thence departing said Northerly line and on said Northeastly 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 Northeastly 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 Northeastly 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 Northeastly Right-of-Way line of U.S. Highway No. 17; thence departing said Northerly line and on said Northeastly 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 Northeastly 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, Northeastly, 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, Northeastly 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 Northeastly, 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 Northeastly, 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 Northeastly 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

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PLATE NO. 2A

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

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PLATE NO. 2B



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 980.00 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, concave 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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ENGLAND - THIMS & MILLER, INC.

14775 Old St. Augustine Road, Jacksonville, FL 32258  
TEL: (904) 642-8990, FAX: (904) 646-9485  
CA - 00002584 LC - 0000316

## DSAP #2 LEGAL DESCRIPTION

# EAST NASSAU STEWARDSHIP DISTRICT

ETM NO. 19-239-02-004

DRAWN BY: LOL

DATE: OCTOBER 19, 2023

PLATE NO. 2C



**EAST NASSAU  
STEWARDSHIP DISTRICT**

**5**

## **RESOLUTION 2024-37**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EAST NASSAU STEWARDSHIP DISTRICT AMENDING RESOLUTIONS 2024-25 AND 2024-34 AND TO RESET THE DATE AND TIME OF THE PUBLIC HEARINGS TO CONSIDER THE FISCAL YEAR 2024/2025 FINAL BUDGET AND ASSESSMENTS; RATIFYING THE STAFF ACTIONS IN RESETTING THE PUBLIC HEARING; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, The East Nassau Stewardship District ("District") is a local unit of special-purpose government established pursuant to Chapter 2017-206, *Laws of Florida*, for the purpose of planning, financing, constructing, operating and/or maintaining certain public infrastructure improvements; and

**WHEREAS**, on June 20, 2024, at a duly noticed public meeting, the District's Board of Supervisors ("Board") adopted Resolution 2024-25, approving the proposed budget ("Proposed Budget") for Fiscal Year 2024/2025 ("FY 2025") and setting a public hearing on the Proposed Budget for August 29, 2024 at 10:00 a.m., at Fernandina Beach Municipal Airport, 700 Airport Road, Fernandina Beach, Florida 32034; and

**WHEREAS**, on July 25, 2024, at a duly noticed public meeting, the District's Board adopted Resolution 2024-34, decaling its intent to levy operation and maintenance special assessments ("Special Assessments") to fund the Proposed Budget for FY 2025 and setting a public hearing on said Special Assessments for August 29, 2024 at 10:00 a.m., at Fernandina Beach Municipal Airport, 700 Airport Road, Fernandina Beach, Florida 32034 to coincide with the public hearing for the Proposed Budget; and

**WHEREAS**, due to publisher's error in improperly publishing the notice of the public hearings, the District Manager in consultation with Chair rescheduled the public hearings to September 19, 2024 at 10:00 a.m., at Fernandina Beach Municipal Airport, 700 Airport Road, Fernandina Beach, Florida 32034, and caused the notice of the revised public hearing, with the date and time along with the location, to be published in a newspaper of general circulation in Nassau County, Florida.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE EAST NASSAU STEWARDSHIP DISTRICT:**

**SECTION 1. RECITALS.** The Recitals stated above are true and correct and are incorporated herein as a material part of this Resolution.

**SECTION 2. RATIFICATION OF PUBLIC HEARING RESET.** The actions of the District Manager, Chair and other District staff in resetting the public hearings and providing the notice of the public hearings is hereby ratified. Resolutions 2024-25 and 2024-34 are hereby amended to reflect that the public hearings as declared in Resolutions 2024-25 and 2024-34 are reset to

September 19, 2024 at 10:00 a.m., at Fernandina Beach Municipal Airport, 700 Airport Road, Fernandina Beach, Florida 32034.

**SECTION 3. RESOLUTIONS 2024-25 AND 2024-34 OTHERWISE REMAIN IN FULL FORCE AND EFFECT.** Except as otherwise provided herein, all of the provisions of Resolutions 2024-25 and 2024-34 continue in full force and effect.

**SECTION 4. 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.

**SECTION 5. EFFECTIVE DATE.** This Resolution shall take effect upon its passage and adoption by the Board.

**PASSED AND ADOPTED** this 29<sup>th</sup> day of August, 2024.

ATTEST:

**EAST NASSAU STEWARDSHIP DISTRICT**

---

Secretary/Assistant Secretary

---

Chair/Vice Chair, Board of Supervisors

**EAST NASSAU  
STEWARDSHIP DISTRICT**

**5A**

**From:** [Foy Maloy](#)  
**To:** [Daphne Gillyard](#)  
**Cc:** [Mike Anderson](#); [Keith Danos](#)  
**Subject:** News-Leader Error  
**Date:** Thursday, August 22, 2024 10:44:23 AM

---

You don't often get email from fmaloy@fbnewsleader.com. [Learn why this is important](#)

Good morning Daphne,

I have been involved this morning with the unfortunate error we made in scheduling the second consecutive run of the East Nassau Stewardship District Notice of FY 2025 Budget legal advertisement.

The advertisement published correctly in the News-Leader in the July 31, 2024 edition, but did not publish the required consecutive week second time on August 7, 2024.

I deeply regret this error occurred and apologize for this mistake and inconveniences this has caused.

Please work directly with Mike Anderson in the resolution of this mistake.

Sincerely,

**Foy R. Maloy, Regional Publisher**  
**News-Leader**  
**Nassau County Record**  
**Tribune & Georgian**  
**1235 S. 10th Street**  
**Fernandina Beach, FL 32034**  
**904.261.3696**

"Congress shall make no law respecting an establishment of religion or prohibiting the free exercise thereof, or abridging the freedom of speech, or of the press or, or the right of the people peaceably to assemble and to petition the government for a redress of grievance."

**From:** [Craig Wrathell](#)  
**To:** [Carol Brown](#); [Rigoni, Michelle K.](#)  
**Cc:** [Mike Hahaj](#); [Daphne Gillyard](#); [Ernesto Torres](#); [Michal Szymonowicz](#)  
**Subject:** RE: East Nassau Stewardship District - August 29 meeting advertisement error  
**Date:** Thursday, August 22, 2024 12:49:44 PM  
**Attachments:** [East Nassau Stewardship District - Notice of FY2025 Budget OM Hearings \(run 731 87\).msg](#)  
[RE News Leader Legal ad.msg](#)  
[News-Leader Error.msg](#)  
[image001.png](#)

---

Thanks Carol. Just for everyone's benefit.

- The first attached July 25<sup>th</sup> email was Daphne's request to the newspaper to run the advertisement in the paper on July 31<sup>st</sup> and August 7<sup>th</sup>.
- The second attached email was from the newspaper on July 26<sup>th</sup> stating 'Happy Friday! We have your legal display ad scheduled for 7/31 & 8/7. Noticed on you email the account #61783. This account is for legal notices. The account number for legal displays is 65303. Hope this helps. We'll send a proof over shortly.'
- The third attached email was from the newspaper confirming the July 31<sup>st</sup> advertisement was published and apologized for not running the August 7<sup>th</sup> ad.

Unfortunately, these types of things happen where newspapers sometimes miss running advertisements they committed to running. Fortunately, with some adjustments discussed between Daphne and Michelle and implemented, we will be able to hold our budget public hearing on September 19<sup>th</sup>. This will allow us to still adopt our budget before the September 30<sup>th</sup> deadline. Moreover, we can still submit our assessment rolls on September 15<sup>th</sup> to the Tax Collector. Though I am not expecting any late adjustments to the district's budget, if the Board decides to lower assessments at the September 19<sup>th</sup> budget public hearing, we can update our assessment rolls and request the Tax Collector to utilize those updated assessment rolls. With all the vetting of the budget we've done thus far, I wasn't expecting any further budget revisions at this late stage. So this all being said, I think we are in fine shape. We have plenty of districts that are still holding their budget public hearings in September (normal). It was a bit of a fire drill but adjustments have been made.

Thanks Craig

Craig Wrathell  
Managing Member  
Wrathell, Hunt & Associates, LLC  
Toll-free: (877)276-0889  
Phone: (561)571-0010  
Fax: (561)571-0013  
[www.whhassociates.com](http://www.whhassociates.com)

**From:** [Mike Anderson](#)  
**To:** [Daphne Gillyard](#)  
**Subject:** RE: News Leader Legal ad  
**Date:** Friday, July 26, 2024 11:22:43 AM

---

No problem. Just wanted to let you know before it created a problem for you later.  
Thank you,

**Mike Anderson**

CNI Media Group

**News-Leader**

1235 South 10th Street  
Fernandina Beach, Florida 32034  
[manderson@fbnewsleader.com](mailto:manderson@fbnewsleader.com)  
Phone: 904-591-8744

News-Leader, Fernandina Beach Florida Home



This message may contain confidential and/or proprietary information, and is intended for the person/entity to whom it was originally addressed. Any use by others is strictly prohibited.

---

**From:** Daphne Gillyard <[gillyardd@whhassociates.com](mailto:gillyardd@whhassociates.com)>  
**Sent:** Friday, July 26, 2024 11:20 AM  
**To:** Mike Anderson <[manderson@fbnewsleader.com](mailto:manderson@fbnewsleader.com)>  
**Subject:** RE: News Leader Legal ad

Sorry. I keep forgetting that.

Thank you.

*Daphne Gillyard*

DAPHNE GILLYARD

Director of Administrative Services  
Wrathell, Hunt and Associates, LLC  
Toll Free; (877) 276-0889  
Phone: 561-571-0010, ext. 400  
Fax: 561-571-0013

[www.whhassociates.com](http://www.whhassociates.com)

FOR ALL PAYMENTS VIA EXPRESS SERVICES

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

FOR ALL PAYMENTS AND CORRESPONDENCE VIA US MAIL

PO Box 810036

Boca Raton, Florida 33481

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this office. Instead, contact this office by phone or in writing.

 Please consider the environment before printing this e-mail.

**FRAUD ALERT ---- DUE TO INCREASED INCIDENTS OF WIRE FRAUD, IF  
YOU RECEIVE WIRE INSTRUCTIONS FROM OUR OFFICE DO NOT SEND**

## A WIRE.

---

**From:** Mike Anderson <[manderson@fbnewsleader.com](mailto:manderson@fbnewsleader.com)>

**Sent:** Friday, July 26, 2024 11:17 AM

**To:** Daphne Gillyard <[gillyardd@whhassociates.com](mailto:gillyardd@whhassociates.com)>

**Subject:** News Leader Legal ad

Good morning Daphne,

Happy Friday! We have your legal display ad scheduled for 7/31 & 8/7. Noticed on you email the account #61783. This account is for legal notices. The account number for legal displays is 65303. Hope this helps. We'll send a proof over shortly.

Thank you,

### Mike Anderson

CNI Media Group

#### News-Leader

1235 South 10th Street

Fernandina Beach, Florida 32034

[manderson@fbnewsleader.com](mailto:manderson@fbnewsleader.com)

Phone: 904-591-8744

News-Leader, Fernandina Beach Florida Home



This message may contain confidential and/or proprietary information, and is intended for the person/entity to whom it was originally addressed. Any use by others is strictly prohibited.



**EAST NASSAU  
STEWARDSHIP DISTRICT**

**6**

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

(This space reserved for Clerk)

Jonathan T. Johnson, Esq.  
Kutak Rock LLP  
107 W. College Avenue  
Tallahassee, Florida 32301

---

**THIRD SUPPLEMENTAL DISCLOSURE OF PUBLIC FINANCING AND  
MAINTENANCE OF IMPROVEMENTS TO REAL PROPERTY UNDERTAKEN BY  
THE EAST NASSAU STEWARDSHIP DISTRICT  
[WILDLIGHT VILLAGE PHASE 3]<sup>1</sup>**

Wrathell, Hunt and Associates, LLC  
District Manager  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431  
(561) 571-0070

District records are on file at the offices of the District Manager and at the local records office, 1 Rayonier Way, Yulee, Florida 32097, and are available for public inspection upon request during normal business hours.

---

<sup>1</sup> This document is intended to supplement that Master Disclosure of Public Financing and Maintenance of Improvements to Real Property Undertaken by the East Nassau Stewardship District, Official Records Book 2272, Page 1300, as supplemented by that Supplemental Disclosure of Public Financing and Maintenance of Improvements to Real Property Undertaken by the East Nassau Stewardship District [Wildlight Village Phase 1], Official Records Book 2272, Page 1445, and the Corrective Second Supplemental Disclosure of Public Financing and Maintenance of Improvements to Real Property Undertaken by the East Nassau Stewardship District -Wildlight Village Phase 2], Official Records Book 2557, Page 1301, all of which are recorded in the Public Records of Nassau County, Florida (together, "Prior Disclosure")

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## **Introduction**

On behalf of the Board of Supervisors of the East Nassau Stewardship District (the “District”), the following information is provided to give you a description of the District's services and the assessments that are anticipated to be levied within the District to pay for certain community infrastructure and the manner in which the District is operated. The District is a unit of special-purpose local government created pursuant to and existing under the provisions of Chapter 2017-206, Laws of Florida (the “Act”). Unlike city and county governments, the District has only certain limited powers and responsibilities. These powers and responsibilities include, for example, construction and maintenance of certain stormwater management and drainage control facilities.

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

The District is intended to provide for a comprehensive and consistent development approach to promote sustainable and efficient land use, to provide long-term planning for conservation and development, to protect conservation and habitat network lands, allow for flexible management, sequencing, timing, and financing of various systems, facilities, and services to be provided to the lands, and to provide a method for the long term operation, management, and maintenance of infrastructure systems, facilities, and services.

## **What is the District and how is it governed?**

The District is an independent special taxing district created pursuant to and existing under the provisions of Chapter 2017-206, Laws of Florida, enacted on June 6, 2017, and Chapter 189, *Florida Statutes*, as amended. The District currently encompasses approximately 23,600 acres of land located within the jurisdictional boundaries of Nassau County, Florida. The legal description of the land encompassed within the District is within the Prior Disclosures. As a local unit of special-purpose government, the District provides an alternative means for planning, financing, constructing, operating and maintaining various public infrastructure improvements and community facilities and services within its jurisdiction.

The District is governed by a five-member Board of Supervisors, the members of which must be residents of Florida and citizens of the United States. Within ninety (90) days of the effective date of the Act, members were elected on an at-large basis by the owners of property within the District, each landowner being entitled to one vote for each acre of land with fractions thereof rounded upward to the nearest whole number. The three candidates receiving the highest number of votes were elected to terms which expire on November 17, 2020, and the two candidates receiving the next largest number of votes were elected to terms which expired on November 20,

2018. At the second landowners' election held in November 2018, the two candidates receiving the largest number of votes were elected to 4-year terms. Subsequently, there have been and will continue to be an election by landowners for the District every two years on the first Tuesday after the first Monday in November at which supervisors will be elected to serve 4-year terms. Board members shall begin being elected by qualified electors of the District as the District becomes populated with qualified electors based on the following schedule: at 9,000 qualified electors, one governing board member shall be a qualified elector who is elected by qualified electors residing in the District and four members will be elected by landowners; at 18,000 qualified electors the ratio is two-to-three, respectively; at 27,000 qualified electors the ratio is three-to-two, respectively; at 36,000 qualified electors, the ratio is four-to-one, respectively; and at 40,500 qualified electors, all five governing board members shall be persons who are qualified electors who are elected by qualified electors. A "qualified elector" in this instance is any person at least 18 years of age who is a citizen of the United States, a legal resident of Florida and of the District, and who is also registered with the Supervisor of Elections to vote in Nassau County. Notwithstanding the foregoing, if at any time the Board proposes to exercise its ad valorem taxing power, it shall, prior to the exercise of such power, call an election at which all members of the Board shall be qualified electors who are elected by qualified electors of the District.

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

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

The boundaries of the District encompass approximately 23,600 acres located in Nassau County. The public infrastructure contemplated to support the development program within the District includes, but is not necessarily limited to, roadways (including landscaping and lighting), stormwater management systems (stormwater management facilities, control structures, stormwater conveyance systems), civic use and recreational facilities, environmental features and conservation areas, landscaping, hardscaping, and utility systems. Each of these infrastructure improvements is more fully detailed below. These improvements are authorized under the Act and may be financed in whole or in part through the District's sale of special assessment revenue bonds.

The portion of the District known as Wildlight Village Phase 3 consists of approximately 468 acres and is a subset of that area referred to as the Central Planning Area. A legal description of Wildlight Village Phase 3 is attached hereto as **Exhibit A**.

On July 31, 2024, the District issued \$8,660,000 East Nassau Stewardship District (Nassau County, Florida) Special Assessment Revenue Bonds, Series 2024 (Wildlight Village Phase 3 Project) (the "Series 2024 Bonds") for the purpose of: (1) financing a portion of the costs

associated with the acquisition, construction, and equipping the Series 2024 Project (the “Series 2024 Project” ) generally described below; (2) funding the Series 2024 Reserve Account; (3) paying a portion of the portion to become due on the Series 2024 Bonds; and (4) paying certain costs associated with the issuance of the Series 2024.

### **District Infrastructure Improvements**

As noted above, the District anticipates that it will finance in whole or in part improvements for Wildlight Village Phase 3 which include mobility roads, local roads, stormwater management facilities, utilities (water, wastewater and reclaimed water), street lighting, and landscape, hardscape, and irrigation. Major offsite roads that are to be constructed, extended or widened will continue to be maintained by the appropriate county or state entity. Internal public roads will be maintained by the District if not dedicated to Nassau County. Water, sewer and reclaim services will be provided by JEA. The District is located within the franchise area of Florida Power & Light Company (“FPL”) for electrical supply.

Further information regarding the specific infrastructure provided to support Wildlight Village Phase 3 and comprising the Series 2024 Project can be obtained from the District's *Amended and Restated Engineers Report for Wildlight Village Phase 3*, dated December 18, 2023, as revised and adopted January 18, 2024, and supplemented by the *Engineer's Report First Addendum for Wildlight Village Phase 3*, dated June 20, 2024 (“Improvement Plan”), on file in the District's public records. Descriptions of the improvements within the Improvement Plan are also provided in the District's Prior Disclosures.

### **Assessments, Fees, and Charges**

The costs of acquisition or construction of a portion of these infrastructure improvements have been financed by the District through the sale of its Series 2024 Bonds. The annual debt service payments, including interest due thereon, are payable solely from and secured by the levy of non-ad valorem or special assessments against lands within the District which benefit from the construction, acquisition, establishment and operation of the District's improvements. Specifically, the Series 2024 Assessments pay back the Series 2024 Bonds for its share of the Series 2024 Project infrastructure. The annual debt service obligations of the District which must be defrayed by annual assessments upon each parcel of land or platted lot will depend upon the type of property purchased. Provided below are the current maximum annual assessment levels for the Series 2024 Bonds. Interested persons are encouraged to contact the District Manager for information regarding special assessments on a particular lot or parcel of lands. A copy of the District's assessment methodology and assessment roll are available for review in the District's public records.

The current maximum annual debt assessment for each issuance of the Series 2024 Bonds per unit is as follows:

| <b>Product Type</b>       | <b>Maximum Annual Assessment Level per Unit</b> |
|---------------------------|-------------------------------------------------|
| Phase 3 Multi Family 22'  | \$647.59                                        |
| Phase 3 Single Family 40' | \$1,079.32                                      |
| Phase 3 Single Family 50' | \$1,349.15                                      |
| Phase 3 Single Family 60' | \$1,618.98                                      |

Note: Includes anticipated cost of collection and assumes payment in March.

The District may undertake the construction, acquisition, or installation of other future improvements and facilities, which may be financed by bonds, notes, or other methods authorized by Chapter 2017-206, Laws of Florida. More information can be obtained from the Improvement Plan on file with the District.

The amounts described above exclude any operations and maintenance assessments which may be determined and calculated annually by the District's Board of Supervisors against all benefited lands in the District. These assessments may also be collected in the same manner as county ad valorem taxes.

### **Method of Collection**

The District's special and maintenance assessments may appear on that portion of the annual real estate tax bill entitled "non-ad valorem assessments," and will be collected by the county tax collector in the same manner as county ad valorem taxes. Each property owner must pay both ad valorem and non-ad valorem assessments at the same time. Property owners will, however, be entitled to the same discounts as provided for ad valorem taxes. As with any tax bill, if all taxes and assessments due are not paid within the prescribed time limit, the tax collector is required to sell tax certificates which, if not timely redeemed, may result in the loss of title to the property.

This description of the East Nassau Stewardship District's operation, services and financing structure is intended to provide assistance to landowners and purchasers concerning the important role that the District plays in providing infrastructure improvements essential to the development of new communities. If you have questions or would simply like additional information about the District, please write to Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, or call (561) 571-0010.

**IN WITNESS WHEREOF**, this Third Supplemental Disclosure of Public Financing and Maintenance of Improvements to Real Property Undertaken has been executed on \_\_\_\_ day of August 2024, and recorded in the Official Records of Nassau County, Florida.

**WITNESSES:**

**EAST NASSAU STEWARDSHIP  
DISTRICT**

\_\_\_\_\_  
Witness Signature

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

Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Chairperson, Board of Supervisors

\_\_\_\_\_  
Witness Signature

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

Address: \_\_\_\_\_  
\_\_\_\_\_

**STATE OF FLORIDA**

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

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_ day of August 2024, by Michael Hahaj, Chairperson of the East Nassau Stewardship District, who is ☐ personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida

Print Name: \_\_\_\_\_

Commission No.: \_\_\_\_\_

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

**Exhibit A: Legal Description**



## Exhibit A

### Description:

A parcel of land, being a portion of the Heirs of E. Waterman Mill Grant, Section 41, Township 3 North, Range 26 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, and being more particularly described as follows:

Commence at the Southeast corner of the Heirs of E. Waterman Mill Grant, Section 41, Township 3 North, Range 26 East, Nassau County, Florida; thence on the South line of said Section 41, S 89°13'32" W, a distance of 1546.78 feet to a point on the Easterly Limited Access Right of Way line of Interstate 95 (300 foot Right of Way); thence departing said South line and on said Easterly Limited Access Right of Way line, N 16°36'54" W, a distance of 1305.53 feet to the Point of Beginning; thence continue on said Easterly Limited Access Right of Way line, N 16°36'54" W, a distance of 4740.70 feet; thence departing said Easterly Limited Access Right of Way line, N 71°08'35" E, a distance of 1331.18 feet; thence N 75°13'02" E, a distance of 517.12 feet; thence N 81°45'51" E, a distance of 535.59 feet; thence N 86°22'01" E, a distance of 559.93 feet; thence N 87°13'47" E, a distance of 550.58 feet; thence S 87°08'15" E, a distance of 710.48 feet; thence S 84°23'26" E, a distance of 911.49 feet to a point on the Westerly Right of Way line of Florida Power & Light Company (110' Easement for Right of Way) as recorded in Official Record Book 273, Page 551 of the public records of Nassau County, Florida; thence on said Westerly Right of Way line of Florida Power & Light Company, S 31°50'36" E, a distance of 1650.94 feet; thence departing said Westerly Right of Way line, S 05°27'29" W, a distance of 512.38 feet; thence S 38°57'19" W, a distance of 1295.53 feet; thence S 42°56'19" W, a distance of 771.95 feet; thence S 76°54'31" W, a distance of 490.57 feet; thence N 76°21'39" W, a distance of 493.63 feet; thence S 20°17'28" W, a distance of 1089.22 feet to the beginning of a curve, concave Southeast, having a radius of 1250.00 feet and a central angle of 5°22'18"; thence on the arc of said curve, a distance of 117.19 feet said arc being subtended by a chord which bears S 17°36'19" W, a distance of 117.15 feet to the curves end; thence S 75°50'31" W, a distance of 500.39 feet; thence S 73°23'01" W, a distance of 1341.77 feet to the Point of Beginning.

**EAST NASSAU  
STEWARDSHIP DISTRICT**

**7**

## **RESOLUTION 2024-38**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EAST NASSAU STEWARDSHIP DISTRICT RATIFYING, CONFIRMING, AND APPROVING THE SALE OF THE EAST NASSAU STEWARDSHIP DISTRICT SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024; RATIFYING, CONFIRMING, AND APPROVING THE ACTIONS OF THE CHAIR, VICE CHAIR, TREASURER, SECRETARY, ASSISTANT SECRETARIES, AND ALL DISTRICT STAFF REGARDING THE SALE AND CLOSING OF THE EAST NASSAU STEWARDSHIP DISTRICT SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024; DETERMINING SUCH ACTIONS AS BEING IN ACCORDANCE WITH THE AUTHORIZATION GRANTED BY THE BOARD; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the East Nassau Stewardship District (the “District”), is a local unit of special-purpose government created and existing pursuant to Chapter 2017-206, Laws of Florida; and

**WHEREAS**, the District previously adopted resolutions authorizing the issuance and the negotiated sale of bonds within the scope of Chapter 2017-206, Laws of Florida, including its \$8,660,000 East Nassau Stewardship District Special Assessment Revenue Bonds, Series 2024 (Wildlight Village Phase 3 Project) (the “Series 2024 Bonds”); and

**WHEREAS**, the District closed on the sale of the Series 2024 Bonds on July 31, 2024; and

**WHEREAS**, as prerequisites to the issuance of the Series 2024 Bonds, the Chair, Vice Chair, Treasurer, Assistant Secretaries, and “District Staff” including but not limited to the District Manager, District Financial Advisor, District Engineer, and District Counsel were required to execute and deliver various documents (the “Closing Documents”); and

**WHEREAS**, the District finds the sale, closing, and issuance of the Series 2024 Bonds were in the best interests of the District and desires to ratify, confirm, and approve all actions of the District Chair, Vice Chair, Treasurer, Assistant Secretaries, and District Staff in connection with closing the sale of the Series 2024 Bonds.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE EAST NASSAU STEWARDSHIP DISTRICT:**

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

**SECTION 2.** The issuance and sale of the Series 2024 Bonds, the adoption of resolutions relating to such bonds, the agreements entered into with respect to the issuance of such bonds, and all actions taken in the furtherance of the closing on such bonds, are hereby

declared and affirmed as being in the best interests of the District and are hereby ratified, approved, and confirmed.

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

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

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

**PASSED AND ADOPTED** this 29<sup>th</sup> day of August 2024.

ATTEST:

**EAST NASSAU STEWARDSHIP DISTRICT**

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Secretary/Assistant Secretary

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Chair/Vice Chair, Board of Supervisors

**EAST NASSAU  
STEWARDSHIP DISTRICT**

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## RESOLUTION 2024-39

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EAST NASSAU STEWARDSHIP DISTRICT APPROVING MASTER ACQUISITION AGREEMENT AND FORMS OF ACQUISITION DOCUMENTS, AUTHORIZING CHAIR TO EXECUTE THE ACQUISITION AGREEMENT; PROVIDING GENERAL AUTHORIZATION; ADDRESSING CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.**

### RECITALS

**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 the Nassau County, Florida ("**County**"); and

**WHEREAS**, the Act authorizes the District to issue bonds for the purposes, among others, of planning, financing, constructing, operating and/or maintaining certain infrastructure, including but not limited to, roadways, stormwater management, utilities (water & sewer), offsite improvements, landscaping/lighting, recreational, conservation management, and other infrastructure within or without the boundaries of the District; and

**WHEREAS**, by way of background, the County and Wildlight, LLC ("**Developer**") entered into various development agreements (collectively, "**Development Agreement**") all for the master planned development known as East Nassau Community Planning Area ("**ENCPA**"), the boundaries of which are encompassed within the District, to implement the State-approved Sector Plan adopted in July 2011 and consistent with various comprehensive, future land use, and long term master plans as each stage of development is implemented via Detailed Specific Area Plans ("**DSAP**") and further supplemented by Preliminary Development Plans ("**PDPs**"); and

**WHEREAS**, in connection with the Development Agreement, and to support the overall development of the properties within the District, the District presently intends to finance the planning, design, acquisition, construction, and installation of certain infrastructure public improvements, facilities, and services ("**Improvements**"), all of which comprise the District's "**Capital Improvement Program**" and as detailed in the District's *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, as each may be amended and supplemented from time to time (collectively, "**Engineer's Report**"); and

**WHEREAS**, the District adopted various supplemental reports detailing specific portions of DSAP and PDPs ("**Projects**") and has financed certain portions of same with issuance of its special assessment revenue bonds; and

**WHEREAS**, the Developer and the District have previously entered into various Project-specific acquisition agreements in order to effectuate the timely construction and/or acquisition the Improvements but acknowledge and agree that a master acquisition agreement may benefit both parties given the extended development timeline for ENCPA; and

**WHEREAS**, the Developer and District now desire to enter into an "Master Acquisition Agreement" ("**Acquisition Agreement**") to set forth the process by which the District may acquire the

work product, improvements, and any related real property interests and to address the fact that any engineering, legal or other work undertaken by the District prior to the issuance of bonds, and in connection with the Capital Improvement Program, and that is funded by the Developer, shall be eligible to be repaid to the Developer upon issuance of the bonds; and

**WHEREAS**, the Board of Supervisors of the District ("**Board**") has reviewed, considered and desires to approve a form of the Acquisition Agreement, attached hereto as **Exhibit A**, and finds that the execution of the Acquisition Agreement is in the best interest of the District, its landowners and future residents; and

**WHEREAS**, the District desires to authorize the Chair, in connection with the recommendation of District Staff, to negotiate, finalize, and execute the Acquisition Agreement on the District's behalf.

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF  
THE EAST NASSAU STEWARDSHIP DISTRICT:**

**SECTION 1. FINDINGS.** The recitals as stated above are true and correct and by this reference are incorporated into and form a material part of this Resolution.

**SECTION 2. APPROVAL OF ACQUISITION AGREEMENT.** The Acquisition Agreement, attached hereto as **Exhibit A**, is hereby approved in substantial form, subject to any further revisions that may be approved by the District's Chair, in consultation with District Staff.

**SECTION 3. APPROVAL OF FORMS OF ACQUISITION DOCUMENTS.** The forms of acquisition documents, attached hereto as **Composite Exhibit B**, are hereby approved in substantial form, subject to any further revisions that may be approved by the District's Chair, in consultation with District staff, as such revisions may be appropriate and/or necessary for a particular set of acquisitions. Notwithstanding the foregoing, each of Developer's request for acquisition of Improvements by the District shall be brought before the Board for approval and authorization prior to commencement of any such acquisition of Improvements.

**SECTION 4. EXECUTION OF ACQUISITION AGREEMENT.** The Chair is authorized to execute the Acquisition Agreement at a time to be determined by the Chair, in consultation with District Staff.

**SECTION 5. ADDITIONAL AUTHORIZATION.** The Board hereby authorizes the Chair, in consultation with District Staff, to make further revisions to the Acquisition Agreement. The Vice Chair shall be authorized to undertake any action herein authorized to be taken by the Chair, in the absence or unavailability of the Chair, and any Assistant Secretary shall be authorized to undertake any action herein authorized to be taken by the Secretary, in the absence or unavailability of the Secretary.

**SECTION 6. CONFLICTS.** If any provision of this Resolution is held to be in conflict with another resolution of the District, the resolutions shall be read to harmony to the extent possible, and, otherwise, the terms of this Resolution shall control with respect to the subject matter addressed herein.

**SECTION 7. SEVERABILITY.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 8. EFFECTIVE DATE.** This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 29<sup>th</sup> day of August 2024

WITNESS:

**EAST NASSAU STEWARDSHIP DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

**Exhibit A:** Acquisition Agreement  
**Comp. Exhibit B:** Acquisition Documents



## **Exhibit A:** Acquisition Agreement

**AGREEMENT BY AND BETWEEN THE EAST NASSAU STEWARDSHIP DISTRICT  
AND WILDLIGHT LLC, REGARDING THE ACQUISITION  
OF CERTAIN WORK PRODUCT, INFRASTRUCTURE, AND REAL PROPERTY**

**[MASTER]**

THIS AGREEMENT ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20[ ], 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, Yulee, Florida 32097, and its affiliates (the "**Developer**"; together with the District, the "**Parties**").

**RECITALS**

**WHEREAS**, the East Nassau Stewardship District is a local unit of special-purpose government created and existing pursuant to Chapter 2017-206, Laws of Florida, which became effective on June 6, 2017, and being situated entirely within Nassau County, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

**WHEREAS**, the Developer is the owner of certain lands in Nassau County, Florida, located within the boundaries of the District, which lands are generally referred to as "East Nassau Community Planning Area" which encompasses the general development area within the District ("**Development**"); and

**WHEREAS**, the District presently intends to finance the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities, and services ("**District 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 (collectively, and as each may be amended and/or supplemented from time to time, "**Engineer's Report**") attached to this Agreement as **Exhibit A**, which sets forth the specific elements of the portions of certain capital improvements comprising the Development, portions of which will be funded with proceeds of Bonds (as defined herein) ("**Project**"); 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 which would allow the timely commencement and completion of construction of the infrastructure improvements, facilities, and services within the Development (the “**Work Product**”); and

**WHEREAS**, the District acknowledges Developer’s need to commence development of the lands within the District in an expeditious and timely manner; 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 District Improvements described in Exhibit A until such time as the District has closed on applicable 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 will be utilized as payment for the Work Product and the District Improvements contemplated by this Agreement; and

**WHEREAS**, in order to avoid a delay in the commencement of the construction of the District Improvements, which delay would also delay the Developer from implementing its planned development program, the Developer has and/or will advance, fund, commence, and complete and/or cause third parties to commence and complete certain work to enable the District to expeditiously provide the infrastructure; and

**WHEREAS**, as of each Acquisition Date (as hereinafter defined), Developer desires to convey, or assign as applicable, to the extent permitted, and the District desires to acquire, or take assignment of as applicable, the Work Product, the District Improvements, and the real property sufficient to allow the District to own, operate, maintain, construct, or install the District Improvements described in Exhibit A, if any such conveyances are appropriate (the “**Real Property**”), upon the terms and conditions contained herein; and

**WHEREAS**, the District and the Developer are entering into this Agreement to ensure the timely provision of the District Improvements and completion of each applicable Project; and

**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 the Developer 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**”). See **Exhibit B** for a sample checklist for acquisition of Work Product, District Improvements, and Real Property. The Parties agree that separate or multiple Acquisition Dates may be established for any portion of the acquisitions contemplated by this Agreement.

**3. ASSIGNMENT OF CONTRACTS.** The District may accept the assignment of certain contracts (“**Construction Contracts**”). Such acceptance is predicated upon meeting the District’s requirements, including but not limited to: (i) each contractor providing a bond in the form and manner required by Section 255.05, *Florida Statutes*, or Developer providing adequate alternative security in compliance with Section 255.05, F.S., if required, (ii) receipt by the District of a release from each general contractor acknowledging each assignment and the validity thereof, acknowledging the furnishing of the bond or other security required by Section 255.05, F.S., if any, and waiving any and all claims against the District arising as a result of or connected with such assignment of Construction Contracts. Developer hereby indemnifies and holds the District harmless from any claims, demands, liabilities, judgments, costs, or other actions which may be brought against or imposed upon the District by any contractors, subcontractors, sub-subcontractors, materialmen, and others providing labor or services in conjunction with each such contract and including claims by members of the public, in each case only as such claims relate to the period of time prior to the District’s acceptance of the assignment of Construction Contracts.

**4. ACQUISITION OF WORK PRODUCT.** The District agrees to pay the actual reasonable cost incurred by the Developer in preparation of the Work Product in accordance with the provisions of this Agreement. The Developer shall provide copies of any and all invoices, bills, receipts, or other evidence of costs incurred by the Developer 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 Developer disputes the District Engineer’s opinion as to cost, the District and the Developer 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 District Improvements.

**A.** The Developer 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.** Except as otherwise provided for in this Agreement, the Developer agrees

to release, or assign as applicable, to the District all transferrable right, title, and interest which the Developer may have in and to the above described Work Product, as well as all common law, statutory, and other reserved rights of Developer 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 Developer. To the extent determined necessary by the District, the Developer 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. Notwithstanding anything to the contrary contained herein: (i) Developer's conveyance or assignment of the Work Product is made without representation or warranty whatsoever, and Developer, its predecessors in interest, and affiliates, shall not be held liable for the Work Product or any defect therein and (ii) Developer 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. The Developer 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 Developer that the Work Product is fit for the purposes to which it will be put by the District, as contemplated by the Engineer's Report.
- E. The District hereby grants to Developer, and Developer hereby reserves, access to and the right to use the Work Product, without the payment of any fee by the Developer, 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 Developer agrees to pay such cost or expense.

**5. ACQUISITION OF DISTRICT IMPROVEMENTS.** The Developer owns certain District Improvements identified in Exhibit A. The District agrees to acquire those portions of the District Improvements which were undertaken by the Developer prior to the issuance of the District's

Bonds intended to finance such District Improvements. When a portion of the District Improvements are completed and ready for conveyance by the Developer to the District, the Developer shall notify the District in writing, describing the nature of the improvement, its general location, and its estimated cost. Developer 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 District 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 Developer in accordance (but not in conflict) with this Agreement. Any real property interests necessary for the functioning of the District 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 shall determine in writing whether or not the infrastructure to be conveyed is a part of the District Improvements contemplated by the Engineer's Report, and if so, shall provide Developer with a list of items necessary to complete the acquisition. Each such acquisition shall also be subject to the Review Process described in Section 3 above. The District's Manager (the "**District Manager**") shall determine, in writing, whether the District has, based on the Developer's estimate of cost, sufficient unencumbered funds to acquire the improvement.

- A. 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 Developer agrees to cooperate and provide such certifications or documents as may reasonably be required by that governmental body, if any.
- B. The District Engineer shall certify as to the actual cost of any District Improvement, and the District shall pay no more than the actual cost incurred, as determined by the District Engineer.
- C. The Developer agrees to cooperate fully in the transfer of any permits to the District or any governmental entity with maintenance obligations for any District Improvements conveyed pursuant to this Agreement.

**6. CONVEYANCE OF REAL PROPERTY.**

- A. Conveyance. The Developer agrees that it will convey, or cause to be conveyed, to the District, at or prior to each Acquisition Date as reasonably determined by the District and Developer, 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, the lands (or less interest therein) upon which the District Improvements are constructed or which are necessary for the operation and maintenance of, and access to the District 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 District Improvements are constructed as the District deems acceptable. Such special warranty deed (or, if less than fee estate, other instrument) shall be subject to a reservation by Developer 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 the 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. The Developer shall pay all required closing costs (i.e., documentary stamps) if any, for the conveyance of the lands upon which the District Improvements are constructed. The Developer shall be responsible for all taxes and assessments levied on the lands upon which the District Improvements are constructed until such time as the Developer conveys all said lands to the District. At the time of conveyance, and if desired by the District, the Developer 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 Developer 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. Developer 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 Developer'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. TAXES, ASSESSMENTS, AND COSTS.**

- A.** Taxes, assessments and costs resulting from Agreement. The Developer 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

Developer's property or property interest. As to any parcel of Real Property conveyed by Developer pursuant to this Agreement, the potential obligations of the Developer 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 Real Property. 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 Developer 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.

**1.** If and only to the extent the property acquired by the District is subject to ad valorem taxes or non-ad valorem assessments, the Developer 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 2024, the Developer shall escrow the pro rata amount of taxes due for the tax bill payable in November 2024. If any additional taxes are imposed on the District's property in 2024 for a period which property was owned by Developer, then the Developer agrees to reimburse the District for that additional amount.

**2.** 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 Developer covenants to make any payments due hereunder in a timely manner in accordance with Florida law. In the event that the Developer



fails to make timely payment of any such taxes or costs, the Developer acknowledges the District's right to make such payment. If the District makes such payment, the Developer 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 Developer 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.

**8. ACQUISITION IN ADVANCE OF RECEIPT OF PROCEEDS.** The District and Developer hereby agree that acquisition(s) by the District may be or have been 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, or as soon as practicable upon agreement by the parties, 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 Developer for the Prior Acquisitions, then the Parties agree that the District shall have no reimbursement obligation whatsoever. The Developer acknowledges that the District intends to convey some or all of the District Improvements in the Engineer's Report to Nassau County, Florida, JEA, as well as other entities and consents to the District's conveyance of such improvements prior to payment for any Prior Acquisitions.

**9. IMPACT FEE CREDITS.** In connection with the District's capital improvement plan including but not limited to the Engineer's Report, the District may finance certain infrastructure that may generate mobility and/or impact fee credits ("**Impact Fee Credits**") and/or cash reimbursement ("**Impact Fee Reimbursements**") from the Nassau County corresponding to the District's contribution of mobility-fee creditable improvements, in accordance with certain *East Nassau Community Planning Area Proposed Transportation Improvements and Mobility Fee Agreement*, as recorded at Book 1866 Page 1416, of the Official Records of Nassau County on July 10, 2013, by and among Nassau County and Developer, by and through its affiliates, as amended by that *First Amendment to the East Nassau Community Planning Area Proposed Transportation Improvements and Mobility Fee Agreement*, as recorded at Book 1993 Page 22, of the Official

Records of Nassau County on July 23, 2015, and by that *Second Amendment to the East Nassau Community Planning Area Proposed Transportation Improvements and Mobility Fee Agreement*, as recorded at Book 2509 Page 1962, of the Official Records of Nassau County on November 1, 2021 (collectively, and as may be further amended and/or supplemented from time to time, “**Mobility Fee Agreement**”). As previously set forth and will further be acknowledged in the District’s various assessment proceedings, and in recognition of the uncertain market for such credits, and limited value, and as consideration for the District and the Developer undertaking the transactions involved with the District’s projects implementing the capital improvement program, as well as various other financing arrangements, the District and the Developer agree that the District may:

- A. assign to the Developer such Impact Fee Credits, provided that either (i) the Developer contributes a corresponding amount of District Improvements and associated Work Product and/or Real Property, based on appraised value, or (ii) reduces the cost of such Improvements, Work Product or Real Property to be acquired by the District by a corresponding amount of such Impact Fee Credits; and/or
- B. in lieu of reimbursing the Developer for the cost of the Work Product, District Improvements, or Real Property from the proceeds of its Bonds, the District shall have the right to provide for such repayment from Impact Fee Reimbursements, at the then-prevailing Impact Fee Reimbursement rates without premium or markup;

all in accordance with the Mobility Fee Agreement.

**10. Conservation Land Improvements; Project Acquisition Agreements.** The District and the Developer acknowledge and agree that the acquisition of certain Conservation Land and Conservation Land Improvements portions Projects and related Work Product shall be further governed by that *Supplemental Acquisition and Monitoring-Activities Funding Agreement [Conservation Lands and Mobility Trails]* dated January 22, 2024, by and between the District and Developer. Furthermore, the District and the Developer further acknowledge and agree that the parties may enter into Project-specific acquisition agreements with each issuance of Bonds.

**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 Developer 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 Developer. The District and the Developer have complied with all the requirements of law. The District and the Developer 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:

- |           |                  |                                                                                                                         |
|-----------|------------------|-------------------------------------------------------------------------------------------------------------------------|
| <b>A.</b> | If to Developer: | Wildlight LLC<br>1 Rayonier Way<br>Wildlight, Florida 32097<br>Attn: Wes Hinton                                         |
|           | With a copy to:  | Rayonier Legal Department<br>1 Rayonier Way<br>Wildlight, Florida 32097<br>Attn: John R. Campbell, Esq.                 |
| <b>B.</b> | If to District:  | East Nassau Stewardship District<br>2300 Glades Road, Suite 410W<br>Boca Raton, Florida 33431<br>Attn: District Manager |
|           | With a copy to:  | Kutak Rock LLP<br>107 West College Avenue<br>Tallahassee, Florida 32301<br>Attn: District Counsel                       |

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 Developer may deliver Notice on behalf of the District and the Developer. 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 Developer 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 Developer 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 Developer 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 Developer 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 Developer.

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

**23. PUBLIC RECORDS.** The Developer 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:

**EAST NASSAU STEWARDSHIP DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairperson, Board of Supervisors

Witness:

**WILDLIGHT LLC,**  
a Delaware limited liability company

\_\_\_\_\_  
Witness

\_\_\_\_\_  
John R. Campbell, Vice President

**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

**Exhibit B:** Acquisition Checklist

**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*

**EXHIBIT B**  
**Acquisition Checklist**

The following is a checklist that should be of assistance in preparing for the acquisition of engineering, permitting and design documents (“Work Product”), fully completed infrastructure improvements (“Improvements”) and public use real property (“Real Property”) by the East Nassau Stewardship District (“District”) in connection with its projects. Our hope is that this will provide insight into the type of documentation needed when a turnover of Work Product, Improvements or Real Property is desired by the Wildlight LLC (“Developer”). Please note, each acquisition may require different documentation, depending on the type of Work Product, Improvement or Real Property.

**Acquisition of Work Product.**

For the acquisition of Work Product, the following items need to be collected or generated for each item of Work Product the developer is requesting the District acquire:

- (i) *Contract(s) for Professional Services* - A copy of any contract(s) (and any work authorizations) entered into by and between the Developer and the professional service provider(s) under which the Work Product was produced.
- (ii) *Documentation of Costs Paid* - This simply means invoices, bills, receipts, or other evidence of cost. The invoices should be organized based on the Work Product item to be acquired and must be accompanied by proof of payment. Please see attached for a draft form of the Affidavit of Costs Paid.
- (iii) *Plans* – Provide the plans and associated documentation to the District Engineer for review in advance of payment of the sums determined to be reasonable.
- (iv) *Releases* – Obtain/provide releases from all professionals providing services related to the Work Product which will allow the District to use and rely upon the validity of the Work Product. Please see attached for a draft form of the Acknowledgment & Release for Work Product.
- (v) *Warranties* - Provide or cause to be provided to the District, either by assignment or directly from such third parties as may be necessary and desirable, a warranty that the Work Product is fit for the purposes to which it will be put to use by the District, as contemplated by the District’s *Engineer’s Report*.
- (vi) *Permits* - Provide the permits and associated documentation to the District Engineer for review in advance of payment.
- (vii) *Engineering Review and Certification* - The District Engineer will review the information provided by the Developer and issue an opinion as to whether the



costs are reasonable. The District Engineer will then prepare an Engineer's Certificate of approval. Please see attached for a draft form of the District Engineer's Certificate.

### **Acquisition of Improvements.**

For the acquisition of Improvements, the following items need to be collected or generated for each completed piece of infrastructure the Developer would like to convey to the District:

- (i) *Request for Infrastructure Acquisition* - For each acquisition the Developer would like for the District to accept, a request must be made to the District in writing describing at least the following:
  - (a) Nature of the Improvement.
  - (b) General Location of the Improvement.
  - (c) Cost of the Improvement.
- Please see District's Resolution 2024-39 for a sample form of the Developer Letter.
- (ii) *Contract(s) for Construction Services* - A copy of any contract(s), including architectural and engineering contracts, (and any change orders) entered into by and between the Developer and the construction contractor under which the Improvement was constructed.
- (iii) *Documentation of Costs Paid* – This simply means applications for payment, invoices, bills, receipts, or other evidence of cost. The invoices should be organized based on the Improvement to be acquired and must be accompanied by proof of payment and a verification of payment form the construction contractor. Please see attached for a draft form of the Affidavit of Costs Paid.
- (iv) *Lien Releases* - Lien releases from the construction contractor reflecting payment in full for construction of completed Improvements (including subcontractors). Please see District's Resolution 2024-39 for a sample form of the Acknowledgment & Release for Improvements.
- (v) *Schedule of Values* – A Schedule of Values identifying only those costs associated with the construction and/or installation of Improvements (utilities, paving, drainage, etc.).
- (vi) *Maintenance Bond* – **If applicable** to the Improvements to be acquired, a maintenance bond from the construction contractor.

- (vii) *Test Results* - **If applicable** to the Improvement being acquired, the following testing should be completed and the results provided to the District Engineer for review in advance of conveyance (our intent is not to require additional tests but to ensure all applicable tests required by government agencies are completed prior to transfer):
- (a) Bacteriological
  - (b) Pressure tests
  - (c) Backflow certification
  - (d) TV Tapes
  - (e) Electric to lift station
  - (f) Lift station start-up
  - (g) Lift station start-up electrical inspection
  - (h) Operation and maintenance manuals
  - (i) Geotechnical testing results and geotechnical certification
- (viii) *Final Inspections and Agency Sign-Off* - **If applicable** to the Improvement being conveyed, final inspections by the project engineer must be completed and sign-off obtained from the applicable governmental agencies (DEP, WMD etc.).
- (ix) *Instruments of Conveyance*. Most, if not all, of the transfers of Improvements will also involve some type of real and tangible property transfer (e.g., bills of sale, deeds or easements, etc.). If any item acquired is to be conveyed to a third party governmental body, then the Developer will be asked to provide such certifications or documents as may be required by that governmental body. Please see District's Resolution 2024-39 for a sample form of the Bill of Sale.
- (x) *Real Property Interests* – Determine what type of real property interest is needed for the Improvement (e.g., easement, deed, etc.) and make provision for conveyance. See below “Acquisition of Real Property” for further details.
- (xi) *Engineering Review and Certification* - The District Engineer will review the information provided by the Developer and issue an opinion as to whether the costs are reasonable. The District Engineer will then prepare an Engineer's Certificate. Please see District's Resolution 2024-39 for a sample form of the District Engineer's Certificate.

### **Acquisition of Real Property.**

Certain documentation will need to be collected or generated for the conveyance of real property to the District. This documentation may vary on a case-by-case basis (for example, title opinions and insurance may be required) and may be dependent on the type of property interest involved. Developer should consult with our office to determine the documentation necessary for real property conveyance.

For example, the following items may need to be collected or generated for each parcel of property the developer would like to convey to the District:

- (i) *Survey and Legal Description* - For each parcel to be conveyed to the District, the parcel must be surveyed and the Developer must obtain a metes and bounds description, unless such lands have been platted.
- (ii) *Instruments of Conveyance* - Each parcel must be conveyed by the Developer to the District by a recorded deed or such other method of conveyance acceptable to the District. Please see District's Resolution 2024-39 for a sample form of the Special Warranty Deed.
- (iii) *Proof of Payment of Taxes/Liens* - For each parcel to be conveyed to the District, the Developer must provide proof that all taxes and liens, if applicable, have been paid up to the date of conveyance.
- (iv) *Title Opinion* - The landowner must provide a title opinion for any lands that are dedicated to the District, and title insurance for any lands that are purchased by the District, unless otherwise agreed to by the District, as appropriate.

**Comp. Exhibit B:** Acquisition Documents

## AFFIDAVIT REGARDING COSTS PAID

STATE OF FLORIDA  
COUNTY OF NASSAU

I, [Name], as [Position] of WILDLIGHT LLC, a Delaware liability company (“Developer”), being first duly sworn, do hereby state for my affidavit as follows:

1. I have personal knowledge of the matters set forth in this affidavit.
2. I have authority to make this affidavit on behalf of Developer.
3. Developer is the landowner and developer of certain lands within the East Nassau Stewardship District (“District”), a special purpose unit of local government established pursuant to Chapter 2017-206, Laws of Florida (“Act”).
4. The District’s [Applicable Engineer’s Report & Date] (the “Engineer’s Report”), describes certain public infrastructure improvements and/or work product that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to the Act.
5. Developer has expended funds to develop and/or acquire certain of the improvements and/or associated Work Product described in the Engineer’s Report and more specifically described in **Exhibit A**. The attached Exhibit A accurately identifies certain of those master public infrastructure improvements and/or associated work product that have been completed to date and states the amounts that Developer has spent on those improvements and/or work product.
6. In making this affidavit, I understand that the District intends to rely on this affidavit for purposes of acquiring the completed improvements that Developer has developed consistent with the Engineer’s Report.

[signatures on next page]

Under penalties of perjury, I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.

Executed this \_\_\_\_ day of \_\_\_\_\_ 20[\_\_\_].

**WILDLIGHT LLC**

By: \_\_\_\_\_

Name: [Name]

Its: [Position]

STATE OF FLORIDA  
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_ 20[\_\_\_], by [Name], as [Position] Wildlight LLC, a Delaware limited liability company, on behalf of said company and who has personally appeared before me and is personally known to me.

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
(Name typed, printed or stamped)

Notary Public, State of \_\_\_\_\_

Commission No. \_\_\_\_\_

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

**Exhibit A**

**DESCRIPTION OF IMPROVEMENTS AND WORK PRODUCT**

| <b>Improvement</b> | <b>Contract Amount</b> | <b>District Eligible Amount*</b> | <b>Retainage</b> | <b>Future Requisition Amount ("Acquisition Cost")</b> |
|--------------------|------------------------|----------------------------------|------------------|-------------------------------------------------------|
|                    |                        |                                  |                  |                                                       |
|                    |                        |                                  |                  |                                                       |
|                    |                        |                                  |                  |                                                       |
| <b>TOTAL COSTS</b> |                        |                                  |                  |                                                       |

\*Should only include District-eligible, public costs which payments to Contractor have been made, excluding retainage withheld, if any; see next column

[description of improvements & legal description; match description in Bill of Sale]

## **BILL OF SALE**

### **[GENERAL TRACT DESCRIPTION] TRACTS AND RELATED IMPROVEMENTS**

KNOW ALL MEN BY THESE PRESENTS, on this \_\_\_\_ day of \_\_\_\_\_ 20[ ], 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; Grantor represents that, without independent investigation, it has no knowledge of any defects in the Improvements, and hereby assigns, transfers, and conveys to the Grantee any and all rights against any and all firms or entities which may have caused any defects, including, but not limited to, any and all warranties and other forms of indemnification; and by execution of this document, the Grantor affirmatively represents that it has the contractual right, consent, and lawful authority to any and all forms to take this action in this document in this form. Nothing herein shall be construed as a waiver of Grantee’s limitations on liability provided in section 768.28, Florida Statutes.

**[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:**

Signed, sealed and delivered  
in the presence of:

**WILDLIGHT LLC**  
a Delaware limited liability company

\_\_\_\_\_  
Print Name:\_\_\_\_\_

\_\_\_\_\_  
By: [Name]  
Its: [Position]

\_\_\_\_\_  
Print Name:\_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF NASSAU

SWORN TO AND SUBSCRIBED before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_ day of \_\_\_\_\_, 20[\_\_\_], by [Name], as [Position] of Wildlight LLC, a Delaware limited liability company, on behalf of company.

[notary seal]

\_\_\_\_\_  
(Official Notary Signature)  
Name: \_\_\_\_\_  
Personally Known \_\_\_\_\_  
OR Produced Identification \_\_\_\_\_  
Type of Identification \_\_\_\_\_

## **EXHIBIT A**

[description of improvements & legal description; include work product, if applicable]

**PREPARED BY:**

**[PREPARER NAME &  
ADDRESS]**

**STATE OF FLORIDA**

**COUNTY OF [COUNTY]**

**SPECIAL WARRANTY DEED**

**(GENERAL TRACTS DESCRIPTION)**

**THIS SPECIAL WARRANTY DEED** is made this \_\_\_\_ day of \_\_\_\_\_, 20[ ], 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: [LIST APPLICABLE]**

**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.

**[GRANTOR]** reserves for itself, its successors and assigns, for the benefit of the Grantor’s adjacent land within the East Nassau Community Planning Area located in Nassau County, Florida (“ENCPA”), a non-exclusive and perpetual right and easement for access in, on, over and upon the Property, along with the right, but not the obligation, of construction, maintenance or repair activities as may be reasonably necessary for the purpose of preserving, maintaining, constructing or improving structures, signs, roadways, sidewalks, utilities, drainage or similar improvements within the Property and all other uses not inconsistent with the Grantee’s use, occupation or enjoyment of the Grantee’s interest conveyed herein or other applicable law, ordinance, rule and/or regulation. The Grantor’s reserved rights with respect to the Property shall include the right of the Grantor to grant or assign to other persons and/or entities easements and/or licenses over the Property, so long as the uses provided for in such easements/or licenses are consistent with the provisions contained herein.

**GRANTOR** further reserves for itself, its successors and assigns, for the benefit of the Grantor’s adjacent land within the ENCPA, a non-exclusive and perpetual right and easement over and across any drainage, access and utility easements shown on the **[APPLICABLE PLAT]**, Public Records of Nassau County, Florida and roadways, lakes and ponds located on or to be constructed in the future on the Property, and any pipes, culverts or similar drainage structures connecting such lakes and ponds, for the purpose of

conveyance of stormwater or drainage water over and through such portions of the Property, provided however, all such stormwater and drainage water shall be discharged in accordance with all permits issued by the St. Johns River Water Management District that are applicable to the Property.

**GRANTOR**, hereby agrees to indemnify, defend and hold harmless Grantee from all claims, actions, demands, costs, expenses, including attorneys' fees liability and in no event shall Grantee its successors and/or assigns, have any liability for any bodily injury and/or property damage that arises or occurs from Grantor's and/or its employees, agents, licensees and invitees, successors and assigns use of Property pursuant to this reservation of easement rights herein and any such use of the Property shall constitute a complete release of Grantee in connection therewith. ]

**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:

**WILDLIGHT LLC**, a Delaware limited  
liability company

\_\_\_\_\_(Sign)  
\_\_\_\_\_(Print)

By: \_\_\_\_\_

[Name]

1 Rayonier Way  
Wildlight, FL 32097

Its: [Position]

\_\_\_\_\_(Sign)  
\_\_\_\_\_(Print)

1 Rayonier Way  
Wildlight, FL 32097

**STATE OF FLORIDA**  
**COUNTY OF NASSAU**

**THE FOREGOING INSTRUMENT** was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20[\_\_\_], by [Name], as [Position] 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: \_\_\_\_\_

Notary Public, State of Florida

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

Commission No.: \_\_\_\_\_

EXHIBIT “A”

[legal description]

## **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.

STATE OF FLORIDA  
COUNTY OF [COUNTY]

LIEN AND POSSESSION AFFIDAVIT

**BEFORE ME** came in person, the undersigned affiant (“Affiant”), [Position] 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: \_\_\_\_\_  
[Name]

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 20[\_\_\_], by [Name], who is personally known to me.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State of Florida  
My Commission Expires: \_\_\_\_\_  
Commission No.: \_\_\_\_\_



EXHIBIT “A”

[legal description]

STATE OF FLORIDA  
COUNTY OF [COUNTY]

**AFFIDAVIT**

**BEFORE ME**, the undersigned, a Notary Public in and for the State of Florida, personally appeared, [Name], [Position] 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. [Name(s) of Signatures on Closing Documents], each a [Applicable Positions of Each Named Signatory] 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: \_\_\_\_\_  
[Name]

**SWORN TO AND SUBSCRIBED** before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20[\_\_\_], by [Name], who is personally known to me.

\_\_\_\_\_  
Print Name \_\_\_\_\_  
NOTARY PUBLIC  
State of Florida at Large  
Commission # \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

EXHIBIT “A”

[legal description]

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: \_\_\_\_\_

\_\_\_\_\_  
[Name]  
[Position]  
Rayonier TRS Holdings Inc.

**SWORN TO AND SUBSCRIBED** before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_ day of \_\_\_\_\_, 20[\_\_\_], by [Name], who is personally known to me.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State of Florida  
My Commission Expires: \_\_\_\_\_  
Commission No.: \_\_\_\_\_

**Exhibit A**      property

EXHIBIT “A”

[legal description]

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

**[IMPROVEMENTS CONSTRUCTED BY APPLICABLE CONTRACTOR]**

THIS ACQUISITION AND WARRANTY ACKNOWLEDGMENT is made the \_\_\_\_ day of \_\_\_\_\_ 20[ ], by [Contractor], a [state of incorporation and type of entity], having offices located at [address] ("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 B**, 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 **Exhibits A and 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 **Exhibits A and B**.

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

ATTEST

**[Contractor]**, a **[state of incorporation and type of entity]**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
[print name]

By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
[print name]

## EXHIBIT A

### DESCRIPTION OF IMPROVEMENTS & ACQUISITION COST

[improvements constructed by applicable contractor] improvements constructed pursuant to the that [construction agreement title], dated [date] [INSERT ANY CHANGE ORDERS, WORK AUTHORIZATIONS, OTHER AGREEMENTS, AS APPLICABLE] by and between Wildlight LLC and [Contractor], as more particularly described below:

| Improvement                        | District Eligible Amount | Paid to Date (to Contractor) | Retainage | Acquisition Cost |
|------------------------------------|--------------------------|------------------------------|-----------|------------------|
| [LIST ALL APPLICABLE IMPROVEMENTS] |                          |                              |           |                  |
| <b>TOTAL COSTS</b>                 |                          |                              |           |                  |

[description of improvements and legal description for location of improvements constructed by contractor]



**EXHIBIT B**

[ATTACH CONSTRUCTION CONTRACT]

## DISTRICT ENGINEER'S CERTIFICATE

### [GENERAL TRACTS DESCRIPTION] TRACTS AND RELATED IMPROVEMENTS

\_\_\_\_\_, 20[ ]

Board of Supervisors  
East Nassau Stewardship District

Re: East Nassau Stewardship District (Nassau County, Florida)  
Acquisition of [General Tracts Description] and Related 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 [General Tracts Description] and related improvements (collectively, the "**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 [Applicable Engineer's Report & date] (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.

\_\_\_\_\_  
Zach Brecht, District Engineer  
England-Thims & Miller, Inc.

**STATE OF FLORIDA**

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

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_ day of \_\_\_\_\_, 20[  ], by Zach 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.

[notary seal]

\_\_\_\_\_  
(Official Notary Signature)  
Name: \_\_\_\_\_  
Personally Known \_\_\_\_\_  
OR Produced Identification \_\_\_\_\_  
Type of Identification \_\_\_\_\_

**EXHIBIT A**  
**DESCRIPTION OF IMPROVEMENTS AND WORK PRODUCT**

| Improvement        | Contract Amount | District Eligible Amount* | Retainage | Future Requisition Amount ("Acquisition Cost") |
|--------------------|-----------------|---------------------------|-----------|------------------------------------------------|
|                    |                 |                           |           |                                                |
|                    |                 |                           |           |                                                |
|                    |                 |                           |           |                                                |
| <b>TOTAL COSTS</b> |                 |                           |           |                                                |

\*Should only include District-eligible, public costs which payments to Contractor have been made, excluding retainage withheld, if any; see next column

[description of improvements & legal description; match description in Bill of Sale]

**Contractor's Final Waiver and Release of Lien  
(Upon Final Payment)**

KNOW ALL MEN BY THESE PRESENTS:

That the contractor described in **Exhibit A** attached hereto (the "**Contractor**"), for and in consideration of the payment of the sum related to the construction contract as described in **Exhibit A**, and other good and valuable consideration paid by Wildlight, LLC (the "**Owner**"), or paid at the direction and on behalf of Owner, the receipt of which is hereby acknowledged, hereby forever releases, waives and quit claims to the said Owner, and its successors and assigns, including, but not limited to, East Nassau Stewardship District (the "**District**"), all liens, lien rights, claims or demands of any kind whatsoever, which Contractor now has or might have against Owner, the District, or their successors or assigns, or the improvements more particularly described on **Exhibit A** (the "**Improvements**") on account of construction or installation of any of said Improvements on the real property described in **Exhibit A** (the "**Property**").

That the undersigned has the right and authority to execute this Final Waiver and Release of Lien on behalf of the Contractor. That this is a waiver of all lien rights and other claims which Contractor has against the Improvements, the Property, the Owner and the District, and their successors and assigns, for all services performed with respect to the Improvements and Property, including, without limitation, extra work, delay claims, acceleration claims and change orders, and contractual claims for additional compensation which might be due for any labor, materials or equipment, and a representation that all subcontractors, suppliers, materialmen, equipment lessors and laborers of Contractor, who have furnished services for the Contractor with respect to the Improvements and/or the Property, have been paid in full for such services.

In consideration of the receipt of final payment with respect to the improvements identified and amount stated in **Exhibit A**, Contractor hereby swears that all Improvements on the Property have been completed and are in accordance with the contract between Contractor and Owner with respect thereto, and that all subcontractors, suppliers, materialmen, equipment lessors and laborers under Contractor have been paid in full for all labor, services, material and equipment provided with respect to the Improvements and the Property.

THE UNDERSIGNED ACKNOWLEDGES THAT, UNDER FLORIDA STATUTES, OWNER, THE DISTRICT, AND THEIR SUCCESSORS AND ASSIGNS, AND OTHER PARTIES, HAVE THE RIGHT TO RELY UPON THIS WAIVER AND RELEASE AND THAT MAKING ANY FALSE STATEMENTS SHALL CONSTITUTE PERJURY, AND PUNISHMENT CAN BE MADE IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS THEREOF, I have hereunto set my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 20[ ].

**WITNESSES:**

**Signed, sealed and delivered  
in the presence of:**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

**CONTRACTOR:**

**[Contractor]**, a [state of incorporation and type of  
entity]

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF FLORIDA                    )  
                                                  ) ss:  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me ☐ by means of physical presence or ☐ online notarization this \_\_\_\_ day of \_\_\_\_\_, 20[ ], by means of ☐ physical presence or ☐ online notarization, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_. He/She is personally known to me.

**NOTARY STAMP OR SEAL:**

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA  
My Commission Expires:\_\_\_\_\_

**Exhibit A**

**Descriptions of Contractor, Amount Paid and Improvements**

Contractor:     **[CONTRACTOR]**

Amount Paid to Contractor:     **[\$]** FOR **[IMPROVEMENTS CONSTRUCTED BY APPLICABLE CONTRACTOR]** IMPROVEMENTS – **[DEVELOPMENT PHASE]**, constructed pursuant to that **[construction agreement title]**, dated **[date]** **[INSERT ANY CHANGE ORDERS, WORK AUTHORIZATIONS, OTHER AGREEMENTS, AS APPLICABLE]**, by and between Wildlight LLC and Contractor.

Description of Improvements and Property:

**[description of improvements and legal description for location of improvements constructed by contractor]**

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

**[DESCRIPTION OF APPLICABLE WORK PRODUCT I.E. SITE PLAN, AS BUILT, ETC.]**

THIS RELEASE is made the \_\_\_\_ day of \_\_\_\_\_, 20[\_\_\_], by [Professional], whose address is \_\_\_\_\_ (“Professional”), in favor of the **East Nassau Stewardship District** (“District”), which is a local unit of special-purpose government situated in the 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 and developer within the District (“Developer”). 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 Developer 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. 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 its intended purposes. Professional hereby affirmatively agrees that the Work identified in **Exhibit A** is free of all claims, security agreement, encumbrances or liens.

**SECTION 4. 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 Developer and/or the District for the Work Product identified in **Exhibit A**.

**SECTION 5. EFFECTIVE DATE.** This Release shall take effect upon execution.



WITNESSES

**[Professional]**, a [state of incorporation and  
type of entity]

\_\_\_\_\_

By: \_\_\_\_\_

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

Its: \_\_\_\_\_

\_\_\_\_\_  
[print name]

\_\_\_\_\_

\_\_\_\_\_  
[print name]

## EXHIBIT A

**[TYPE OF WORK PRODUCT]:** The work product associated with this Release include [type of work product] documents for [applicable improvements] improvements installed by [Contractor] pursuant to that [construction agreement title], dated [date] [INSERT ANY CHANGE ORDERS, WORK AUTHORIZATIONS, OTHER AGREEMENTS, AS APPLICABLE]

\_\_\_\_\_, 20[ ]

East Nassau Stewardship District  
c/o District Manager  
Wrathell, Hunt and Associates, LLC  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431

Re: East Nassau Stewardship District (“**District**”)  
Acquisition of [General Tracts Description] Tracts and Related Improvements

Dear Craig:

Pursuant to the [Applicable Acquisition Agreement & Date] (“**Acquisition Agreement**”), you are hereby notified that Wildlight LLC (“**Developer**”) has completed and wishes to sell to the District the [General Tracts Description] tracts and related improvements (collectively, the “**Improvements**”), all as more particularly described in **Exhibit A** attached hereto.

The Improvements were included in the District’s overall capital improvement program as described in [Applicable Engineer’s Report & Date] (“**Engineer’s Report.**”) Developer constructed, installed and equipped the Improvements consistent with the Engineer’s Report.

Developer hereby acknowledges and agrees the District is acquiring the Improvements in advance of any funds being available for the District to pay for such Improvements (“**Prior Acquisition**” pursuant to the Acquisition Agreement); with that said, the Developer reserves its right to be reimbursed for the costs incurred by Developer in constructing the Improvements for future acquisition amount of [\$Total Acquisition Cost] (“**Acquisition Cost**”), which may be reimbursable by a future series of Special Assessment Revenue Bonds to be issued by the District or Impact Fee Credits or Reimbursements, subject to the applicable terms of the Acquisition Agreement.

Sincerely,  
WILDLIGHT LLC

---

By: [Name]  
Its: [Position]

Enclosure:  
Exhibit A Description of Improvements and Acquisition Cost

cc: District Counsel  
District Engineer

## EXHIBIT A

### DESCRIPTION OF IMPROVEMENTS AND WORK PRODUCT

| Improvement        | Contract Amount | District Eligible Amount* | Retainage | Future Requisition Amount ("Acquisition Cost") |
|--------------------|-----------------|---------------------------|-----------|------------------------------------------------|
|                    |                 |                           |           |                                                |
|                    |                 |                           |           |                                                |
|                    |                 |                           |           |                                                |
| <b>TOTAL COSTS</b> |                 |                           |           |                                                |

\*Should only include District-eligible, public costs which payments to Contractor have been made, excluding retainage withheld, if any; see next column

[description of improvements & legal description; match description in Bill of Sale]

**EAST NASSAU  
STEWARDSHIP DISTRICT**

**9**

## RESOLUTION 2024-40

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EAST NASSAU STEWARDSHIP DISTRICT SETTING A POLICY REGARDING ACQUISITION OF PUBLIC INFRASTRUCTURE IMPROVEMENTS FROM BUILDERS; APPROVING A FORM OF ACQUISITION AGREEMENT AND FORMS OF ACQUISITION DOCUMENTS FOR CERTAIN PUBLIC IMPROVEMENTS, AUTHORIZING CHAIR TO EXECUTE THE ACQUISITION AGREEMENT; PROVIDING GENERAL AUTHORIZATION FOR STAFF TO PREPARE AND FINALIZE ACQUISITIONS; ADDRESSING CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.**

### RECITALS

**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 the Nassau County, Florida ("**County**"); and

**WHEREAS**, the District was established for purposes, among others, of planning, constructing, operating and/or maintaining certain public infrastructure improvements; and

**WHEREAS**, by way of background, the County and Wildlight, LLC ("**Developer**") entered into various development agreements (collectively, "**Development Agreement**") all for the master planned development known as East Nassau Community Planning Area ("**ENCPA**"), the boundaries of which are encompassed within the District, as further amended and supplemented from time to time; and

**WHEREAS**, in connection with the Development Agreement, and to support the overall development of the properties within the District, the District presently intends to provide the planning, design, acquisition, construction, and installation of certain infrastructure public improvements, facilities, and services ("**Improvements**"), all of which comprise the District's "**Capital Improvement Program**" and as detailed in the District's *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, as each may be amended and supplemented from time to time (collectively, "**Engineer's Report**"); and

**WHEREAS**, the Developer, from time to time, may assign certain development rights and obligations to third-party builders ("**Builders**") who may provide certain master infrastructure improvements intended for and as a part of the District's Capital Improvement Program, such as stormwater management facilities and internal roadways; and

**WHEREAS**, the Board of Supervisors of the District ("**Board**") desires to implement a uniform application process regarding the District's acquisition master public Improvements built by Builders and to provide for immediate use and application of same, in order to perform its due diligence in reviewing the proposed Improvements requested for District's acquisition, among other considerations; and

**WHEREAS**, the Board finds that it is in the best interests of the District and its landowners and future residents to approve a form of the Builder Acquisition Agreement, attached hereto as **Exhibit A**, and execute same as may be requested from time to time; and

**WHEREAS**, the District desires to authorize the Chair, in connection with the recommendation of District Staff, to negotiate, finalize, and execute the Builder Acquisition Agreement on the District's behalf and to prepare, finalize, complete, and administer acquisition of Improvements from Builders, as may be requested from time to time.

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF  
THE EAST NASSAU STEWARDSHIP DISTRICT:**

**SECTION 1. FINDINGS.** The recitals as stated above are true and correct and by this reference are incorporated into and form a material part of this Resolution.

**SECTION 2. POLICY REGARDING ACQUISITION OF MASTER PUBLIC IMPROVEMENTS FROM BUILDERS.** The Board hereby declares its intent to implement the process outlined in this Resolution to acquire the master public improvements from requesting Builders.

**SECTION 3. APPROVAL OF ACQUISITION AGREEMENT.** The Builder Acquisition Agreement, attached hereto as **Exhibit A**, is hereby approved in substantial form, subject to any further revisions that may be approved by the District's Chair, in consultation with District Staff.

**SECTION 4. APPROVAL OF FORMS OF ACQUISITION DOCUMENTS.** The forms of acquisition documents, attached hereto as **Composite Exhibit B**, are hereby approved in substantial form, subject to any further revisions that may be approved by the District's Chair, in consultation with District staff. Builders may request that the District acquire certain master public infrastructure contemplated within the District's Capital Improvement Program pursuant to the District's processes as outlined herein.

**SECTION 5. EXECUTION OF ACQUISITION AGREEMENT.** The Chair is authorized to execute the Builder Acquisition Agreement with each requesting Builder at a time to be determined by the Chair, in consultation with District Staff.

**SECTION 6. ADDITIONAL AUTHORIZATION.** The Board hereby authorizes District staff to process requests for and prepare, finalize, complete, and administer the Builder request(s) for acquisition(s) of master public Improvements. The Board also authorizes the Chair, in consultation with District Staff, to make further revisions to the acquisition documents as may be appropriate or necessitated by each set of circumstances applicable to such acquisition. The Vice Chair shall be authorized to undertake any action herein authorized to be taken by the Chair, in the absence or unavailability of the Chair, and any Assistant Secretary shall be authorized to undertake any action herein authorized to be taken by the Secretary, in the absence or unavailability of the Secretary. Upon completion of the acquisition and review of the District Engineer, as evidenced by receipt of the District Engineer's certification of the to-be acquired Improvements, and review and approval of District Counsel, the Chair or Vice Chair shall, in coordination with District staff, effectuate any permit or other document transfers necessary in order for the District to own, operate and maintain such Improvements.

**SECTION 7. CONFLICTS.** If any provision of this Resolution is held to be in conflict with another resolution of the District, the resolutions shall be read to harmony to the extent possible, and, otherwise, the terms of this Resolution shall control with respect to the subject matter addressed herein.

**SECTION 8. SEVERABILITY.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 9. EFFECTIVE DATE.** This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 29<sup>th</sup> day of August 2024

WITNESS:

**EAST NASSAU STEWARDSHIP DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

**Exhibit A:** Builder Acquisition Agreement  
**Comp. Exhibit B:** Acquisition Documents



## **Exhibit A: Builder Acquisition Agreement**

**AGREEMENT BY AND BETWEEN THE EAST NASSAU STEWARDSHIP DISTRICT  
AND [BUILDER ENTITY], REGARDING THE ACQUISITION  
OF CERTAIN WORK PRODUCT, INFRASTRUCTURE, AND REAL PROPERTY**

THIS AGREEMENT ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20[ ], 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

**[BUILDER ENTITY]**, a [state of incorporation and type of entity], and an owner of lands within the boundaries of the District, whose address is [address] (the "**Landowner**"; together with the District, the "**Parties**").

**RECITALS**

**WHEREAS**, the East Nassau Stewardship District is a local unit of special-purpose government created and existing pursuant to Chapter 2017-206, Laws of Florida, which became effective on June 6, 2017, and being situated entirely within Nassau County, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

**WHEREAS**, the Landowner is the owner of certain lands in Nassau County, Florida, located within the boundaries of the District, which lands are generally referred to as [applicable development/phase information] which encompasses a portion of a development area within the District ("**Development**"); and

**WHEREAS**, the District presently intends to provide the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities, and services ("**District 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 (collectively, and as each may be amended and/or supplemented from time to time, "**Engineer's Report**") attached to this Agreement as **Exhibit A**, which sets forth the specific elements of the portions of certain capital improvements comprising the Development ("**Project**"); 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 which would allow the timely commencement and completion of construction of the infrastructure improvements, facilities, and services within the Development (the "**Work Product**"); and

**WHEREAS**, the District acknowledges Landowner's need to commence development of the lands within the District in an expeditious and timely manner; and

**WHEREAS**, as part of the Landowner's obligation to provide certain master infrastructure improvements pursuant to its land development agreements, and in order to avoid a delay in Landowner implementing its planned development program, the Landowner has and/or will fund, commence, and complete certain work including portions of District Improvements; 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, or take assignment of as applicable, the Work Product, the District Improvements, and the real property sufficient to allow the District to own, operate, maintain, construct, or install the District Improvements described in Exhibit A, if any such conveyances are appropriate (the "**Real Property**"), upon the terms and conditions contained herein; and

**WHEREAS**, the District and the Landowner are entering into this Agreement to ensure the timely provision of the District Improvements and completion of each applicable Project; and

**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 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**"). See **Exhibit B** for a sample checklist for acquisition of Work Product, District Improvements, and Real Property. The Parties agree that separate or multiple Acquisition Dates may be established for any portion of the acquisitions contemplated by this Agreement. The Parties agree that all acquisitions contemplated hereunder are for donation-only and that the District is not obligated to pay for any acquisition of the Work Product, District Improvements or related Real Property.

**3. ACQUISITION OF WORK PRODUCT.** The Landowner agrees to convey to the District Work Product for use by the District in connection with the acquisition of the District Improvements.

**A.** 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) necessary and/or desirable for the District's ownership and property operation and maintenance of the District Improvements being acquired from the Builder.

- B. 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 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. 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.
- D. 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 Engineer's Report.
- E. 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.

**4. ACQUISITION OF DISTRICT IMPROVEMENTS.** The Landowner owns certain District Improvements identified in Exhibit A. The District agrees to acquire those portions of the District

Improvements which were undertaken by the Landowner, subject to District Engineer's certification that such District Improvements are part of the overall capital improvement program of the District and any other certifications as may be necessary and desired by the District. When a portion of the District Improvements are completed and ready for conveyance by the Landowner to the District, the Landowner shall notify the District in writing, describing the nature of the improvement and its general location. Landowner agrees to provide, at or prior to each Acquisition Date, the following: (i) affidavit of actual costs paid and certification of no outstanding lien, (ii) instruments of conveyance such as special warranty bills of sale or such other instruments necessary to convey such portion of the District 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 real property interests necessary for the functioning of the District Improvements to be acquired under this paragraph shall be reviewed and conveyed in accordance with the provisions of Section 5. The District Engineer in consultation with Counsel shall determine in writing whether or not the infrastructure to be conveyed is a part of the District Improvements contemplated by the Engineer's Report, and if so, shall provide Landowner with a list of items necessary to complete the acquisition.

- A. 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. The Landowner agrees to cooperate fully in the transfer of any permits to the District or any governmental entity with maintenance obligations for any District Improvements conveyed pursuant to this Agreement.

**5. CONVEYANCE OF REAL PROPERTY.**

- A. Conveyance. The Landowner agrees that it will convey, or cause to be conveyed, to the District, at or prior to each Acquisition Date as reasonably determined by the District and Landowner, 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, the lands (or less interest therein) upon which the District Improvements are constructed or which are necessary for the operation and maintenance of, and access to the District 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 District Improvements are constructed as the District deems acceptable. Such special warranty deed (or, if less than fee estate,

other instrument) shall 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 the 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. The Landowner shall pay all required closing costs (i.e., documentary stamps) if any, for the conveyance of the lands upon which the District Improvements are constructed. The Landowner shall be responsible for all taxes and assessments levied on the lands upon which the District Improvements are constructed 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.

**6. 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 Real Property 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 Real Property. 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.

**1.** 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 2024, the Landowner shall escrow the pro rata amount of taxes due for the tax bill payable in November 2024. If any additional taxes are imposed on the District's property in 2024 for a period which property was owned by Landowner, then the Landowner agrees to reimburse the District for that additional amount.

**2.** 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.

- C. 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.

**7. 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.

**8. 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.

**9. 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.

**10. 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.

**11. 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.

**12. 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: [Builder Entity]  
[Address line 1]  
[Address line 2]



Attn: [Name]

**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 West College Avenue  
Tallahassee, Florida 32301  
Attn: District Counsel

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.

**13. 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.

**14. 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.

**15. 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.

**16. 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.

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

**18. TERMINATION.** This Agreement may be terminated by the District or the Landowner without penalty upon thirty (30) days' written notice to the other Party.

**19. 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.

**20. 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.

**21. 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.

**22. 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.

**23. 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:

EAST NASSAU STEWARDSHIP DISTRICT

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairperson, Board of Supervisors

Witness:

[BUILDER ENTITY], a [state of incorporation and  
type of entity]

\_\_\_\_\_  
Witness

\_\_\_\_\_  
[Name], [Title]

**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

**Exhibit B:** Acquisition Checklist

**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*

**EXHIBIT B**  
**Acquisition Checklist**

The following is a checklist that should be of assistance in preparing for the acquisition of engineering, permitting and design documents (“Work Product”), fully completed infrastructure improvements (“Improvements”) and public use real property (“Real Property”) by the East Nassau Stewardship District (“District”) in connection with its projects. Our hope is that this will provide insight into the type of documentation needed when a turnover of Work Product, Improvements or Real Property is desired by a builder within the community (“Landowner”). Please note, each acquisition may require different documentation, depending on the type of Work Product, Improvement or Real Property.

**Acquisition of Work Product.**

For the acquisition of Work Product, the following items need to be collected or generated for each item of Work Product the Landowner is requesting the District acquire:

- (i) *Contract(s) for Professional Services* - A copy of any contract(s) (and any work authorizations) entered into by and between the Landowner and the professional service provider(s) under which the Work Product was produced.
- (ii) *Documentation of Costs Paid* - This simply means invoices, bills, receipts, or other evidence of cost. The invoices should be organized based on the Work Product item to be acquired and must be accompanied by proof of payment. Please see attached for a draft form of the Affidavit of Costs Paid.
- (iii) *Plans* – Provide the plans and associated documentation to the District Engineer for review in advance of payment of the sums determined to be reasonable.
- (iv) *Releases* – Obtain/provide releases from all professionals providing services related to the Work Product which will allow the District to use and rely upon the validity of the Work Product. Please see attached for a draft form of the Acknowledgment & Release for Work Product.
- (v) *Warranties* - Provide or cause to be provided to the District, either by assignment or directly from such third parties as may be necessary and desirable, a warranty that the Work Product is fit for the purposes to which it will be put to use by the District, as contemplated by the District’s *Engineer’s Report*.
- (vi) *Permits* - Provide the permits and associated documentation to the District Engineer for review in advance of payment.
- (vii) *Engineering Review and Certification* - The District Engineer will review the information provided by the Landowner and issue an opinion as to whether the



- (vii) *Test Results* - **If applicable** to the Improvement being acquired, the following testing should be completed and the results provided to the District Engineer for review in advance of conveyance (our intent is not to require additional tests but to ensure all applicable tests required by government agencies are completed prior to transfer):
- (a) Bacteriological
  - (b) Pressure tests
  - (c) Backflow certification
  - (d) TV Tapes
  - (e) Electric to lift station
  - (f) Lift station start-up
  - (g) Lift station start-up electrical inspection
  - (h) Operation and maintenance manuals
  - (i) Geotechnical testing results and geotechnical certification
- (viii) *Final Inspections and Agency Sign-Off* - **If applicable** to the Improvement being conveyed, final inspections by the project engineer must be completed and sign-off obtained from the applicable governmental agencies (DEP, WMD etc.).
- (ix) *Instruments of Conveyance*. Most, if not all, of the transfers of Improvements will also involve some type of real and tangible property transfer (e.g., bills of sale, deeds or easements, etc.). If any item acquired is to be conveyed to a third party governmental body, then the Landowner will be asked to provide such certifications or documents as may be required by that governmental body. Please see District's Resolution 2024-39 for a sample form of the Bill of Sale.
- (x) *Real Property Interests* – Determine what type of real property interest is needed for the Improvement (e.g., easement, deed, etc.) and make provision for conveyance. See below “Acquisition of Real Property” for further details.
- (xi) *Engineering Review and Certification* - The District Engineer will review the information provided by the Landowner and issue an opinion as to whether the costs are reasonable. The District Engineer will then prepare an Engineer's Certificate. Please see District's Resolution 2024-39 for a sample form of the District Engineer's Certificate.

### **Acquisition of Real Property.**

Certain documentation will need to be collected or generated for the conveyance of real property to the District. This documentation may vary on a case-by-case basis (for example, title opinions and insurance may be required) and may be dependent on the type of property interest involved. Landowner should consult with our office to determine the documentation necessary for real property conveyance.

For example, the following items may need to be collected or generated for each parcel of property the Landowner would like to convey to the District:

- (i) *Survey and Legal Description* - For each parcel to be conveyed to the District, the parcel must be surveyed and the Landowner must obtain a metes and bounds description, unless such lands have been platted.
- (ii) *Instruments of Conveyance* - Each parcel must be conveyed by the Landowner to the District by a recorded deed or such other method of conveyance acceptable to the District. Please see District's Resolution 2024-39 for a sample form of the Special Warranty Deed.
- (iii) *Proof of Payment of Taxes/Liens* - For each parcel to be conveyed to the District, the Landowner must provide proof that all taxes and liens, if applicable, have been paid up to the date of conveyance.
- (iv) *Title Opinion* - The landowner must provide a title opinion for any lands that are dedicated to the District, and title insurance for any lands that are purchased by the District, unless otherwise agreed to by the District, as appropriate.



**Comp. Exhibit B:** Acquisition Documents

## AFFIDAVIT FOR DEED

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

I, **[Name]** ("Affiant"), on being duly sworn, state:

1. I am a **[Title]** of **[Builder Entity]**, a **[State of incorporation and type of entity]** (the "Company").
2. The management of the Company is vested in Affiant.
3. There has been no dissolution of the Company resulting from transfers of interests in the Company or otherwise. The Company has never been a debtor in a bankruptcy proceeding.
4. On behalf of the Company, I am authorized to transfer, convey, exchange, assign, mortgage or otherwise deal with or dispose of the property more particularly described on the attached **Exhibit A** (the "Property") or any interests therein.
5. On behalf of the Company, I am authorized to execute, acknowledge, and deliver instruments of any kind that are necessary, convenient, or incidental to the transfer of any interest in real property owned or controlled by the Company.
6. On behalf of the Company, I acknowledge this affidavit may be relied upon by the East Nassau Stewardship District (the "District") for the purpose of acquiring the Property and specifically consent to such reliance by the District.

Executed this \_\_\_\_ day of \_\_\_\_\_, 20**[ ]**.

\_\_\_\_\_  
AFFIANT

SWORN TO AND SUBSCRIBED before me by means of ☐ physical presence or ☐ online notarization, this \_  
day of \_\_\_\_\_, 20**[ ]**, by **[Name]**, as **[Title]**, of **[Builder Entity]**, a **[State of incorporation and type of entity]**, on behalf of the company.

[notary seal]

\_\_\_\_\_  
(Official Notary Signature & Seal)

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

Personally Known \_\_\_\_\_

OR Produced Identification \_\_\_\_\_

Type of Identification \_\_\_\_\_

Exhibit "A"  
Legal Description

[insert legal description – match legal description in Bill of Sale]

## AFFIDAVIT OF NON-FOREIGN STATUS (FIRPTA)

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

Before me, the undersigned authority, this day personally appeared [Affiant Name] ("Affiant"), who being first duly sworn, says:

1. That Affiant understands and acknowledges that the United States Foreign Investment in Real Property Tax Act, as amended by the Tax Reform Act of 1984 (Section 1445 of the Internal Revenue Code) provides that a transferee (buyer) of a United States real property interest (as defined in Section 897(c) of the Internal Revenue Code) must withhold tax if the transferor is a foreign person;

2. That Affiant is [Title] of [Builder Entity], a [State of incorporation and type of entity] ("Seller"), which Seller may be the owner of a United States real property interest ("Property") described in Exhibit A.

3. That Seller is not a foreign person (as that term is defined in the Internal Revenue Code and Income Tax Regulations).

4. The Seller's address and United States taxpayer identifying number are as follows:

[Address line 1]

[Address line 2]

Tax ID No.: [insert applicable to Builder Entity]

5. Affiant understands that this affidavit may be disclosed to the Internal Revenue Service and that any false statement made herein could be punished by fine, imprisonment, or both.

6. Under penalties of perjury, Affiant declares that he or she has examined the affidavit, and to the best of his knowledge and belief, it is true, correct, and complete.

Executed this \_\_\_\_ day of \_\_\_\_\_, 20[\_\_\_].

\_\_\_\_\_  
AFFIANT

SWORN TO AND SUBSCRIBED before me by means of ☐ physical presence or ☐ online notarization, this \_ day of \_\_\_\_\_, 20[\_\_\_], by [Name], [Title], of [Builder Entity], a [State of incorporation and type of entity], on behalf of the company.

[notary seal]

\_\_\_\_\_  
(Official Notary Signature & Seal)

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

Personally Known \_\_\_\_\_

OR Produced Identification \_\_\_\_\_

Type of Identification \_\_\_\_\_

## **Exhibit A**

[insert legal description – match legal description provided in Bill of Sale]

## AFFIDAVIT REGARDING COSTS PAID

STATE OF FLORIDA  
COUNTY OF NASSAU

I, [Name], as [Position] of [Builder Entity], a [State of incorporation and type of entity] ("**Landowner**"), being first duly sworn, do hereby state for my affidavit as follows:

1. I have personal knowledge of the matters set forth in this affidavit.
2. I have authority to make this affidavit on behalf of Landowner.
3. Landowner is the landowner and developer/builder of certain lands within the East Nassau Stewardship District ("**District**"), a special purpose unit of local government established pursuant to Chapter 2017-206, Laws of Florida ("**Act**").
4. The District's [Applicable Engineer's Report & Date] (the "**Engineer's Report**"), describes certain public infrastructure improvements and/or work product that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to the Act.
5. Landowner has expended funds to develop and/or acquire certain of the improvements and/or associated Work Product described in the Engineer's Report and more specifically described in **Exhibit A**. The attached Exhibit A accurately identifies certain of those master public infrastructure improvements and/or associated Work Product that have been completed to date and states the amounts that Wildlight has spent on those improvements and/or work product.
6. In making this affidavit, I understand that the District intends to rely on this affidavit for purposes of acquiring the completed improvements that Developer has developed consistent with the Engineer's Report.

[signatures on next page]

Under penalties of perjury, I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.

Executed this \_\_\_\_ day of \_\_\_\_\_ 20[\_\_\_].

**[Builder Entity]**

By: \_\_\_\_\_

Name: **[Name]**

Its: **[Position]**

STATE OF FLORIDA  
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_ 20[\_\_\_], by **[Name]**, as **[Position]** **[Builder Entity]**, a **[State of incorporation and type of entity]**, on behalf of said company and who has personally appeared before me and is personally known to me.

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
(Name typed, printed or stamped)

Notary Public, State of \_\_\_\_\_

Commission No. \_\_\_\_\_

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

**Exhibit A**

**DESCRIPTION OF IMPROVEMENTS**

[description of improvements & legal description; match description in Bill of Sale]



## **BILL OF SALE**

### **[GENERAL TRACT DESCRIPTION] TRACTS AND RELATED IMPROVEMENTS**

KNOW ALL MEN BY THESE PRESENTS, on this \_\_\_\_ day of \_\_\_\_\_ 20[\_\_\_], that [Builder Entity], a [State of incorporation and type of entity], with a mailing address of [Address] (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; Grantor represents that, without independent investigation, it has no knowledge of any defects in the Improvements, and hereby assigns, transfers, and conveys to the Grantee any and all rights against any and all firms or entities which may have caused any defects, including, but not limited to, any and all warranties and other forms of indemnification; and by execution of this document, the Grantor affirmatively represents that it has the contractual right, consent, and lawful authority to any and all forms to take this action in this document in this form. Nothing herein shall be construed as a waiver of Grantee's limitations on liability provided in section 768.28, Florida Statutes.

**[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:**

Signed, sealed and delivered  
in the presence of:

**[BUILDER ENTITY]**  
a **[State of incorporation and type of entity]**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
By: **[Name]**  
Its: **[Position]**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF NASSAU

SWORN TO AND SUBSCRIBED before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_ day of \_\_\_\_\_, 20[\_\_\_], by **[Name]**, as **[Position]** of **[Builder Entity]**, a **[State of incorporation and type of entity]**, on behalf of company.

[notary seal]

\_\_\_\_\_  
(Official Notary Signature)  
Name: \_\_\_\_\_  
Personally Known \_\_\_\_\_  
OR Produced Identification \_\_\_\_\_  
Type of Identification \_\_\_\_\_

## **EXHIBIT A**

[description of improvements & legal description; include work product, if applicable]

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

**[IMPROVEMENTS CONSTRUCTED BY APPLICABLE CONTRACTOR]**

THIS ACQUISITION AND WARRANTY ACKNOWLEDGMENT is made the \_\_\_\_ day of \_\_\_\_\_ 20[\_\_\_], by **[Contractor]**, a **[state of incorporation and type of entity]**, having offices located at **[address]** ("**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 **[Builder Entity]**, a **[State of incorporation and type of entity]**, a developer/builder of certain lands within the District (the "**Landowner**"). 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 B**, from Landowner, 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 **Exhibits A and 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 Landowner for the Improvements identified in **Exhibits A and B**.

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

ATTEST

**[Contractor]**, a **[state of incorporation and type of entity]**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
[print name]

By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
[print name]

## EXHIBIT A

### DESCRIPTION OF IMPROVEMENTS

[improvements constructed by applicable contractor] improvements constructed pursuant to the that [construction agreement title], dated [date] [INSERT ANY CHANGE ORDERS, WORK AUTHORIZATIONS, OTHER AGREEMENTS, AS APPLICABLE] by and between Landowner and [Contractor], generally located in the following legal description:

[legal description for location of improvements constructed by contractor]

## DISTRICT ENGINEER'S CERTIFICATE

### [GENERAL TRACTS DESCRIPTION] TRACTS AND RELATED IMPROVEMENTS

\_\_\_\_\_, 20[ ]

Board of Supervisors  
East Nassau Stewardship District

Re: East Nassau Stewardship District (Nassau County, Florida)  
Acquisition of [General Tracts Description] and Related 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 [General Tracts Description] and related improvements (collectively, the "**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 [Applicable Engineer's Report & date] (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. 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).
5. If applicable, 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.
6. With this document, I hereby certify that it is appropriate at this time to acquire the Improvements.

FURTHER AFFIANT SAYETH NOT.

\_\_\_\_\_  
Zach Brecht, District Engineer  
England-Thims & Miller, Inc.

**STATE OF FLORIDA**

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

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_ day of \_\_\_\_\_, 20[  ], by Zach 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.

[notary seal]

\_\_\_\_\_  
(Official Notary Signature)  
Name: \_\_\_\_\_  
Personally Known \_\_\_\_\_  
OR Produced Identification \_\_\_\_\_  
Type of Identification \_\_\_\_\_



**EXHIBIT A**  
**DESCRIPTION OF IMPROVEMENTS AND WORK PRODUCT**

[description of improvements & legal description; match description in Bill of Sale]

**EXHIBIT B**

[ATTACH CONSTRUCTION CONTRACT]

**Contractor's Final Waiver and Release of Lien  
(Upon Final Payment)**

KNOW ALL MEN BY THESE PRESENTS:

That the contractor described in **Exhibit A** attached hereto (the “**Contractor**”), for and in consideration of the payment of the sum related to the construction contract as described in **Exhibit A**, and other good and valuable consideration paid by **[Builder Entity]** (the “**Owner**”), or paid at the direction and on behalf of Owner, the receipt of which is hereby acknowledged, hereby forever releases, waives and quit claims to the said Owner, and its successors and assigns, including, but not limited to, East Nassau Stewardship District (the “**District**”), all liens, lien rights, claims or demands of any kind whatsoever, which Contractor now has or might have against Owner, the District, or their successors or assigns, or the improvements more particularly described on **Exhibit A** (the “**Improvements**”) on account of construction or installation of any of said Improvements on the real property described in **Exhibit A** (the “**Property**”).

That the undersigned has the right and authority to execute this Final Waiver and Release of Lien on behalf of the Contractor. That this is a waiver of all lien rights and other claims which Contractor has against the Improvements, the Property, the Owner and the District, and their successors and assigns, for all services performed with respect to the Improvements and Property, including, without limitation, extra work, delay claims, acceleration claims and change orders, and contractual claims for additional compensation which might be due for any labor, materials or equipment, and a representation that all subcontractors, suppliers, materialmen, equipment lessors and laborers of Contractor, who have furnished services for the Contractor with respect to the Improvements and/or the Property, have been paid in full for such services.

In consideration of the receipt of final payment with respect to the improvements identified and amount stated in **Exhibit A**, Contractor hereby swears that all Improvements on the Property have been completed and are in accordance with the contract between Contractor and Owner with respect thereto, and that all subcontractors, suppliers, materialmen, equipment lessors and laborers under Contractor have been paid in full for all labor, services, material and equipment provided with respect to the Improvements and the Property.

THE UNDERSIGNED ACKNOWLEDGES THAT, UNDER FLORIDA STATUTES, OWNER, THE DISTRICT, AND THEIR SUCCESSORS AND ASSIGNS, AND OTHER PARTIES, HAVE THE RIGHT TO RELY UPON THIS WAIVER AND RELEASE AND THAT MAKING ANY FALSE STATEMENTS SHALL CONSTITUTE PERJURY, AND PUNISHMENT CAN BE MADE IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS THEREOF, I have hereunto set my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 20[ ].

**WITNESSES:**

**Signed, sealed and delivered  
in the presence of:**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

**CONTRACTOR:**

**[Contractor]**, a [state of incorporation and type of  
entity]

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF FLORIDA                    )  
                                                  ) ss:  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me ☐ by means of physical presence or ☐ online notarization this \_\_\_\_ day of \_\_\_\_\_, 20[ ], by means of ☐ physical presence or ☐ online notarization, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_. He/She is personally known to me.

**NOTARY STAMP OR SEAL:**

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA  
My Commission Expires: \_\_\_\_\_

**Exhibit A**

**Descriptions of Contractor, Amount Paid and Improvements**

Contractor:     **[CONTRACTOR]**

Amount Paid to Contractor:     **[\$]** FOR **[IMPROVEMENTS CONSTRUCTED BY APPLICABLE CONTRACTOR]** IMPROVEMENTS – **[DEVELOPMENT PHASE]**, constructed pursuant to that **[construction agreement title]**, dated **[date]** **[INSERT ANY CHANGE ORDERS, WORK AUTHORIZATIONS, OTHER AGREEMENTS, AS APPLICABLE]**, by and between **[Builder Entity]** and Contractor.

Description of Improvements and Property:

**[description of improvements and legal description for location of improvements constructed by contractor]**

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

**[DESCRIPTION OF APPLICABLE WORK PRODUCT I.E. SITE PLAN, AS BUILT, ETC.]**

THIS RELEASE is made the \_\_\_\_ day of \_\_\_\_\_, 20[\_\_\_], by [Professional], whose address is \_\_\_\_\_ ("Professional"), in favor of the **East Nassau Stewardship District** ("District"), which is a local unit of special-purpose government situated in the 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 and developer within the District ("Developer"). 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 Developer 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. 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 its intended purposes. Professional hereby affirmatively agrees that the Work identified in **Exhibit A** is free of all claims, security agreement, encumbrances or liens.

**SECTION 4. 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 Developer and/or the District for the Work Product identified in **Exhibit A**.

**SECTION 5. EFFECTIVE DATE.** This Release shall take effect upon execution.

WITNESSES

**[Professional]**, a [state of incorporation and  
type of entity]

\_\_\_\_\_

By: \_\_\_\_\_

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

Its: \_\_\_\_\_

\_\_\_\_\_  
[print name]

\_\_\_\_\_

\_\_\_\_\_  
[print name]

## EXHIBIT A

**[TYPE OF WORK PRODUCT]:** The work product associated with this Release include [type of work product] documents for [applicable improvements] improvements installed by [Contractor] pursuant to that [construction agreement title], dated [date] [INSERT ANY CHANGE ORDERS, WORK AUTHORIZATIONS, OTHER AGREEMENTS, AS APPLICABLE]



[BUILDER ENTITY LETTERHEAD]

\_\_\_\_\_, 20[ ]

East Nassau Stewardship District  
c/o District Manager  
Wrathell, Hunt and Associates, LLC  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431

Re: East Nassau Stewardship District (“**District**”)  
Acquisition of [General Tracts Description] Tracts and Related Improvements

Dear Craig:

Pursuant to District Resolution 2024-40, you are hereby notified that [Builder Entity] (“**Landowner**”) has completed and wishes to sell to the District the [General Tracts Description] tracts and related improvements (collectively, the “**Improvements**”), all as more particularly described in **Exhibit A** attached hereto. Please see enclosed herein an executed [Applicable Acquisition Agreement & Date] (“**Acquisition Agreement**”), pursuant to Resolution 2024-40; if acceptable, please counter sign return a fully executed copy for our records.

The Improvements were included in the District’s overall capital improvement program as described in [Applicable Engineer’s Report & Date] (“**Engineer’s Report**”). Landowner constructed, installed and equipped the Improvements consistent with the Engineer’s Report.

Sincerely,  
[BUILDER ENTITY]

---

By: [Name]  
Its: [Position]

Enclosure:  
Exhibit A Description of Improvements

cc: District Counsel  
District Engineer

## **EXHIBIT A**

### **DESCRIPTION OF IMPROVEMENTS**

[description of improvements & legal description; match description in Bill of Sale]

PREPARED BY AND RETURN TO:

KUTAK ROCK LLP  
107 West College Avenue  
Tallahassee, Florida 32301

**SPECIAL WARRANTY DEED**

THIS SPECIAL WARRANTY DEED is executed as of this \_\_\_\_\_ day of \_\_\_\_\_ 20[\_\_\_], by **[BUILDER ENTITY]**, a **[State of incorporation and type of entity]**, whose address is **[address]** (hereinafter called the “grantor”), in favor of **EAST NASSAU STEWARDSHIP DISTRICT**, a local unit of special-purpose government, with a mailing address of c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (hereinafter called the “grantee”).

[Wherever used herein, the terms “grantor” and “grantee” shall include the singular and plural, heirs, legal representatives, successors and assigns of individuals, and the successors and assigns of corporations, as the context requires.]

**WITNESSETH:**

That the grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Lake County, Florida, further described in **Exhibit A**. Subject to restrictions, covenants, conditions and easements, of record; however, reference hereto shall not be deemed to reimpose same.

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

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

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; and hereby warrants the title to said land and will defend the same against the lawful claims of all persons or entities whomsoever claiming by, through or under grantor.

Grantor represents that grantor has complied with the requirements of Section 196.295, *Florida Statutes*.

IN WITNESS WHEREOF, the grantor has hereunto set its hand and seal the day and year first above written.

**Note to Recorder:** This deed conveys unencumbered property to a local unit of special-purpose government for no taxable consideration. Accordingly, pursuant to Rule 12B-4.014, F.A.C., only minimal documentary stamp tax is being paid hereon.

**“GRANTOR”**

Signed, sealed and delivered

**[BUILDER ENTITY]**, a **[State of incorporation and type of entity]**

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: **[Name]**  
Its: **[Title]**

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 20[\_\_\_], by **[Name]** as **[Title]** of **[BUILDER ENTITY]**, a **[State of incorporation and type of entity]** who ☐ is personally known to me or ☐ produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Print, Type or Stamp Commissioned Name of Notary Public)

**Exhibit A**  
**Legal Description**

[insert legal description – match legal description provided in Bill of Sale]

**EAST NASSAU  
STEWARDSHIP DISTRICT**

**10**

## RESOLUTION 2024-41

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EAST NASSAU STEWARDSHIP DISTRICT TO DESIGNATE DATE, TIME AND PLACE OF PUBLIC HEARING AND AUTHORIZATION TO PUBLISH NOTICE OF SUCH HEARING FOR THE PURPOSE OF ADOPTING AMENITY RULES, POLICIES AND FEES; AND PROVIDING 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* (“**Act**”), being situated entirely within Nassau County, Florida; and

**WHEREAS**, the Act authorizes the District to adopt rules, rates, charges and fees to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business; and

**WHEREAS**, the District previously adopted various resolutions regarding amenity rules and policies governing its recreational facilities; and

**WHEREAS**, the District’s Board of Supervisors (“**Board**”) finds that it is in the best interest of the District and necessary and/or convenience for the efficient operation of the District facilities to aggregate the various Amenity Rules previously adopted, impose certain fees for non-resident users of its facilities and services, and incorporate suspension and termination rules for enforcement of the amenity rules and policies, all of which are attached hereto as **Exhibit A** and incorporated herein by this reference (collectively, “**Amenity Rules**”) and set the public hearing to adopt the same.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE EAST NASSAU STEWARDSHIP DISTRICT:**

**SECTION 1.** The Board will hold a public hearing to adopt the Amenity Rules, a proposed copy of which is attached hereto as **Exhibit A**. The Board will hold a public hearing on \_\_\_\_\_, 202\_, at \_\_\_\_\_,m., at \_\_\_\_\_.

**SECTION 2.** The District Secretary is directed to publish notice of the hearing in accordance with Section 120.54, *Florida Statutes*.

**SECTION 3.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 29<sup>th</sup> day of August 2024.

**ATTEST:**

**EAST NASSAU STEWARDSHIP DISTRICT**

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Secretary/Assistant Secretary

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Chairperson, Board of Supervisors

**Exhibit A**      Amenity Rules, Fees, and Suspension and Termination Rules (2024)



**Exhibit A:**      Amenity Rules, Fees and Suspension and Termination Rules (2024)

# East Nassau Stewardship District

---

## Amenity Rules, Policies and Fees For Recreational Facilities

Adopted \_\_\_\_\_, 2024

## DEFINITIONS

**"Amenity Facilities" or "Amenity" or "Amenities"** - shall mean the properties and areas owned by the District and intended for recreational use and shall include, but not specifically be limited to, the boat docks, ramps, multi-use trails, and other recreational improvements together with their appurtenant facilities and areas.

**"Amenity Facilities Policies" or "Policies"** - shall mean these Amended and Restated Amenity Facilities Rules, Policies, and Fees of the East Nassau Stewardship District, as amended from time to time.

**"Amenity Manager"** - shall mean the District Manager or that person or firm so designated by the District Manager or the District's Board of Supervisors.

**"Annual User Fee"** - shall mean the fee established by the District for any person that is not a Resident and wishes to become a Non-Resident User. The amount of the Annual User Fee is set forth herein, and that amount is subject to change based on Board action.

**"Board of Supervisors" or "Board"** - shall mean the East Nassau Stewardship District's Board of Supervisors.

**"Guest"** - shall mean any person or persons who are invited by a Resident or Non-Resident User to participate in the use of the Amenity Facilities.

**"District"** - shall mean the East Nassau Stewardship District.

**"District Manager"** - shall mean the professional management company with which the District has contracted to provide management services to the District.

**"Non-Resident User"** - shall mean any person or family not owning property in the District who is paying the Annual User Fee to the District for use of all Amenity Facilities.

**"Patron" or "Patrons"** - shall mean Residents, Guests, and Non-Resident User who are eighteen (18) years of age and older.

**"Property Owner"** - shall mean that person or persons having fee simple ownership of land within the Magnolia West Community Development District.

**"Renter"** - shall mean any tenant residing in a Property Owner's home pursuant to a valid rental or lease agreement.

**"Resident"** - shall mean any person or persons having residence in a home within the East Nassau Stewardship District that is a Property Owner or a Renter with assigned user privileges pursuant to the policies set forth herein.

## Annual User Fee

The Annual User Fee for any Non-Resident User is \$2,500.00 per year. This payment must be paid in full at the time of completion of the Non-Resident user application and the corresponding agreement. This fee will permit the use of all Amenity Facilities for one (1) full year from the date of receipt of payment by the District. Each subsequent renewal shall be paid in full on the anniversary date of application for use of the Amenity Facilities by the Non-Resident User. Such fee may be increased, not more than once per year, by action of the Board of Supervisors, to reflect increased costs of operation of the Amenity Facilities. The use of the Amenity Facility is not available for commercial purposes.

### **GUESTS**

- (1) Residents or Non-Resident Users who have a Guest are responsible for any and all actions taken by such Guest. Violation by a Guest of any of these Policies as set forth by the District could result in loss of that Patron's privileges and membership.
- (2) Residents or Non-Resident Users may bring no more than **five (5) persons** per household as guests to the Amenities at one time.

### **RENTER'S PRIVILEGES**

- (1) Property Owners who rent out or lease out their residential unit(s) in the District shall have the right to designate the Renter of their residential unit(s) as the beneficial users of the Property Owners Amenity Facilities privileges.
- (2) In order for the Renter to be entitled to use the Amenity Facilities, the Renter must complete the Non-Resident User application and sign the accompanying agreement. The Annual User Fee will then be waived for the Renter. A Renter who is designated as the beneficial user of the Resident's membership shall be entitled to the same rights, privileges, and responsibilities to use the Amenity Facilities as the Resident.
- (3) During the period when a Renter is designated as the beneficial user of the Property Owner's privilege to use the Amenity Facilities, the Property Owner shall not be entitled to use the Amenity Facilities with respect to that property.
- (4) Property Owners shall be responsible for all charges incurred by their Renters which remain unpaid after the customary billing and collection procedure established by the District. Property Owners are responsible for the deportment of their respective Renter.
- (5) Renters shall be subject to such other rules and regulations as the Board may adopt from time to time.

### **AMENITY FACILITY OPERATIONS**

*Hours:* The District Amenity Facilities are available for use by Patrons during normal operating hours to be established and posted by the District.

*Emergencies:* After contacting 911 if required, all emergencies and injuries must be reported to the office of the District Manager (phone number 904-436-6270).

*District Equipment:* All equipment owned by the District and available for use by Patrons and Guests must remain in the Amenity Facilities. Should the equipment be removed damaged, missing pieces or in worse condition than when it was used by a Patron, that Patron will be responsible to the District for any cost associated with repair or replacement of the equipment.

***Please note that the Amenity Facilities are generally unattended facilities. Persons using the Amenity Facilities do so at their own risk. Additional staff members are not present to provide personal training, exercise consultation or athletic instruction, unless otherwise noted, to Patrons or Guests. Persons interested in using the Amenity Facilities are encouraged to consult with a physician prior to commencing a fitness program.***

### **GENERAL FACILITY PROVISIONS**

(1) All Patrons using the Amenity Facilities are expected to conduct themselves in a responsible, courteous and safe manner, in compliance with all policies and rules of the District governing the Amenity Facilities. Violation of the District's Policies and/or misuse or destruction of Amenity Facility equipment may result in the suspension or termination of the offending Patron's Amenity Facility privileges.

(2) Two (2) Facility Access Cards will be issued to each lot within the District and fee-paying Non-Resident User; for avoidance of doubt, two (2) is the maximum number of Facility Access Cards allowed per lot or per Non-Resident User at any one time. If a replacement Facility Access Card must be purchased, requesting party shall be responsible for the actual cost to replace the same.

(3) The Board reserves the right to amend, modify, or delete, in part or in their entirety, these Policies when necessary, at a duly-noticed Board meeting and may, as a courtesy or if required by applicable law, notify Residents and Non-Resident Users of anticipated changes or changes made. Residents and Non-Resident Users are responsible for keeping up to date with the latest Policies. However, in order to change or modify rates or fees beyond the increases specifically allowed for by the District's rules and regulations, the Board must hold a duly-noticed public hearing on said rates and fees. The invalidity or unenforceability of any one or more provisions of these Policies shall not affect the validity or enforceability of the remaining portions of the Policies, or any part thereof.

(4) Dogs and all other pets (with the exception of service animals, as such term is defined by the Americans with Disabilities Act) shall not be permitted at the Amenity Facilities.

(5) Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, or in any way which blocks the normal flow of traffic.

(6) Fireworks of any kind are not permitted anywhere at or on the Amenity Facilities or adjacent areas.

- (7) The Board of Supervisors (as an entity), its appointee, the District Manager, and the Amenity Manager shall have full authority to enforce these policies.
- (8) Smoking and vaping are not permitted at any of the Amenity Facilities or District lands as designated by law.
- (9) Glass and other breakable items are not permitted at any Amenity Facility.
- (10) Patrons and their Guests shall treat all staff members with courtesy and respect.
- (11) Off-road bikes/vehicles are prohibited on all property owned, maintained and operated by the District or on any of the Amenity Facilities.
- (12) The District will not offer childcare services to Patrons at any of the Amenity Facilities.
- (13) Skateboarding and rollerblading are not allowed on the Amenity Facilities property at any time. This includes, but is not limited to, the amenity center, tennis courts, playground area, and sidewalks surrounding these areas.
- (14) Events/Performances at any Amenity Facility, including those by outside entertainers, must be approved in advance by the District Manager.
- (15) Alcoholic beverages are not permitted at any District owned facility or property at any time. This rule does not apply to special events with all applicable permits.
- (16) Firearms or any other weapons are not permitted in any of the Amenity Facilities unless otherwise authorized pursuant to Florida law.
- (17) The Amenity Manager reserves the right to authorize all programs and activities, including the number of participants, equipment and supplies usage, facility reservations, etc., at all Amenity Facilities, except usage and rental fees that have been established by the Board.
- (18) Loitering (the offense of standing idly or prowling in a place, at a time or in a manner not usual for law-abiding individuals, under circumstances that warrant a justifiable and reasonable alarm or immediate concern for the safety of persons or property in the vicinity) is not permitted at any Amenity Facility.
- (19) All Patrons shall abide by and comply with any and all federal, state and local laws and ordinances while present at or utilizing the Amenity Facilities, and shall ensure that any minor for whom they are responsible also complies with the same.

### **LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY**

- (1) Each Patron, as a condition of use of the Amenity Facilities, 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 on or in any of the Amenity Facilities.
- (2) No person shall remove from the room in which it is placed, or from any Amenity Facility, any property or furniture belonging to the District or its contractors without proper authorization from the District Manager or the Board. Residents and Non-Resident Users shall be liable for any property damage and/or personal injury at the Amenity Facilities, or at any activity or function operated, organized, arranged or sponsored by the District or its contractors, which is caused by a Resident or Non-Resident User or a Guest or family member(s) of the same. The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses it suffers due to property damage or personal injury caused by a Resident or Non-Resident User or a Guest or family member(s) of the same.
- (3) Any Patron or other person who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the District or its contractors, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the District, either on or off the Amenity Facilities' premises, shall do so at his or her own risk, and shall hold the Amenity Facilities' owners, the District, the Board of Supervisors, District employees, District representatives, District contractors and District agents, harmless from any and all loss, cost, claim, injury, damage or liability sustained or incurred by him or her, resulting therefrom and/or from any act of omission of the District, or their respective operators, supervisors, employees, contractors or agents. Any Patron shall have, owe, and perform the same obligation to the District and their respective operators, supervisors, employees, representatives, contractors, and agents hereunder with respect to any loss, cost, claim, injury, damage or liability sustained or incurred by any Guest or Patron.
- (4) Should any party bound by these Policies bring suit against the District, the Board of Supervisors or staff, agents or employees of the District, or any Amenity Facility operator or its officers, employees, representatives, contractors or agents in connection with any event operated, organized, arranged or sponsored by the District or any other claim or matter in connection with any event operated, organized, arranged or sponsored by the District, and fail to obtain judgment therein against the District or the Amenity Facilities' operators, officers, employees, representatives, contractors or agents, said party bringing suit shall be liable to the prevailing party (i.e. the District, etc.) for all costs and expenses incurred by it in the defense of such suit, including court costs and attorney's fees through all appellate proceedings.

## **GOLF CART USE POLICIES**

- A.** The use of golf carts is permitted on designated County roads and designated, multi-use paths within Wildlight, in accordance with all applicable State and local laws.
- B.** Golf cart use is permitted from sunrise to sunset. Golf cart use between sunset to sunrise is prohibited.
- C.** Golf carts are required to be registered with Nassau County in accordance with County requirements.
- D.** Golf cart operators must meet the minimum age, permit and/or licensure requirements in accordance with section 316.212, Florida Statutes, as amended, and applicable local laws.
- E.** Persons driving golf carts within the District shall comply with all applicable provisions of Chapter 316, Florida Statutes, including, but not limited to, compliance with all traffic control device and all traffic rules and regulations, including but not limited to adhering to speed limits, stop signs, and other posted signage.
- F.** Golf carts are prohibited on sidewalks, non multi-use trails, pedestrian and bicycle boardwalks, common areas, parks, lawns and landscape.
- G.** Operators must always yield to pedestrians and bicyclists on multi-use paths.
- H.** Extra caution should be taken when approaching crosswalks and intersections.
- I.** Golf carts must be equipped with efficient brakes; reliable steering apparatus; safe tires; a rearview mirror; and red reflectorized warning devices in both the front and rear.
- J.** Operators must ensure the safe operation of golf carts at all times. This includes not exceeding the recommended number of passengers for operator's golf cart.
- K.** Golf carts must be parked in designated parking spaces with up to two (2) golf carts per space.
- L.** BY OPERATING GOLF CARTS, EACH OPERATOR ASSUMES ALL RISK FOR INJURIES AND DAMAGES.



## **PARK POLICIES**

- A.** Open for use from Dawn to Dusk
- B. USE AT YOUR OWN RISK**
- C.** Children **MUST** be accompanied by an adult.
- D.** Equipment is available on a first-come, first-served basis.
- E.** Equipment and surfaces may be hot, patrons use at their own risk and should use caution.
- F.** Proper footwear is required. No bare feet.
- G.** Glass containers, tobacco products, alcohol and drugs are prohibited.
- H.** The use of obscene speech or disruptive behavior is discouraged.
- I.** The use of inflatables or bounce houses is prohibited.
- J.** Pets must always be on a leash and owners should immediately clean-up after them.
- K.** No animals are allowed on the equipment.
- L.** Patrons and guests must remove any debris and other items brought with them.

## **IN CASE OF EMERGENCY CALL 911**

Report maintenance issues or concerns to the Community Manager at 904-530-1559 or to the East Nassau Stewardship District at 877-276-0889.

## **POND USE POLICY**

### **EAST NASSAU STEWARDSHIP DISTRICT OWNED PONDS**

**A. Following Pond is open for recreational use:**

- Whistling Duck Pond

Only those Ponds designated herein are open for recreational use, subject to the Pond Use Policies. See **Recreational Ponds Map** for details.

**B. Recreational Ponds Hours of Operation:**

- Daily: **Dawn to Dusk**

**C. Refer to <https://eastnassausd.net> for the most recent version of the Pond Use Policies.**

### **INTRODUCTION AND DISCLAIMER**

It is important to note that the ponds, stormwater management facilities, and any and all bodies of water (collectively referred to as “Ponds”) are natural habitats to wildlife living within the community of East Nassau Stewardship District (“District”). Please remember to always observe your surroundings.

The District Ponds primarily function as detention ponds to facilitate the District’s system for treatment and attenuation of stormwater run-off and overflow. As a result, contaminants may be present in the water.

District Ponds may be deep and those participating in recreational activities in District Ponds do so at their own risk. The District recommends use of appropriate safety equipment during any such activities. Any person entering upon or near, or otherwise using any Ponds or other water bodies and related facilities within or adjacent to the community shall be responsible for his or her own personal safety relating to such entry and use and shall assume all risks of personal injury, including death, relating to such entry or use. Any person utilizing the Ponds understands and acknowledges that they are using the Ponds at their own risk, and Ponds present hazards which may include but are not limited to alligators, snakes, other wildlife, toxic algae, parasites, bacteria, and amoeba. The District shall not in any way be a guardian or insurer of safety relating to the presence, entry upon, or use of any water bodies or features within or adjacent to the community and shall not be held responsible for any personal injury or death, property damage, or any other loss due to, arising out of, or related to use of such Ponds and water features for any purpose.

**PONDS ARE NOT SUPERVISED. IN THE EVENT OF AN EMERGENCY CALL 911.**

To report concerns, please contact East Nassau Stewardship District at 877-276-0889 or Community Manager at 904-530-1559.

## **GENERAL**

- A. Do not approach, feed, bother, or otherwise disturb the alligators and other wildlife that may be present in the Ponds or Lake surroundings. Immediately report any aggressive behavior to the District or the Community Manager.
- B. No foreign materials may be disposed of in the District Ponds, including but not limited to: tree branches, paint, cement, oils, soap suds, building materials, chemicals, fertilizers, or any other material that is not naturally occurring or which may be detrimental to the Lake environment. Dispose of such trash, debris or foreign objects only in designated trash bins or take with you to properly dispose of same.
- C. Except for District owned, managed, and operated docks, no docks or other structures, whether permanent or temporary, shall be constructed and placed in any of District Ponds.
- D. Any hazardous condition concerning the District Ponds must immediately be reported to the District, the Community Manager and the proper authorities.
- E. District Ponds are subject to environmental permits; therefore, the rules provided herein may be subject to change in accordance with such permits, in the District's sole discretion.

## **NO SWIMMING IN PONDS**

- A. Wading and swimming is **strictly prohibited** in any District owned or managed Ponds or other bodies of water.
- B. All underwater sports and activities are **strictly prohibited**.
- C. Diving, running, and/or flipping off of any of the District dock is **strictly prohibited**.

## **BOATING**

- A. Approved watercraft launch areas are identified on the Recreational Ponds Map, which can be found on <https://eastnassausd.net>.
- B. **Non-motorized or non-combustible** boats such as kayaks, canoes and pedal boats are **only allowed** on those Ponds specified in the Recreational Ponds Map.
- C. **Any and all motorized-watercraft and combustile-engine watercraft are strictly prohibited** on all Ponds. This shall not apply to operation of motorized watercraft by an agent of the District while acting within the scope of its duties.

- D. The owner and operator of a non-motorized watercraft or vessel is responsible for carrying, storage, maintenance and use of the safety equipment required by the United States Coast Guard, and Chapters 327 and 328, Florida Statutes, as applicable.
- E. All operators of watercraft and vessels operating upon District Ponds shall comply with all applicable federal, state and local laws, rules and regulations pertaining to boating and navigational safety.
- F. In order to prevent damage to the storm water management system, no watercraft or vessel shall be tied, or otherwise secured, to the lake bank.

## FISHING

- A. "Catch and release" fishing is permitted in approved District owned or managed bodies of water. Approved fishing locations are identified on the Recreational Ponds Map, which can be found on <https://eastnassausd.net>.
- B. Fish shall not be removed from District owned or managed Ponds.
- C. Cast netting is prohibited.
- D. Patrons shall not trespass on private residential property or enter upon any service areas for District staff or maintenance personnel to access District Ponds.
- E. All patrons must follow all applicable laws, rules and regulations with respect to fishing applicable to the Ponds, which may include obtainment of valid Florida Fish and Wildlife Conservation Commission (FFWCC) fishing license.
- F. Only authorized personnel are allowed to introduce or stock any of the bodies of water.

## RECREATIONAL PONDS MAP



## **TRAILS POLICIES**

### **EAST NASSAU STEWARDSHIP DISTRICT OWNED TRAILS**

These trails pass through and along private property. For your own safety and to respect the rights of the property owners please always remain on the trails.

- A.** Trails are open from Dawn to Dusk.
- B.** These are shared use trails for pedestrians and bicycles **ONLY**.
- C.** Use of trails is at users own risk.
- D.** Trails and boardwalks may be slippery.
- E.** Trails closures must be strictly obeyed.
- F.** The bicycle speed limit is 15 mph.
- G.** Pets must always be on a leash.
- H.** Clean up after your pets.
- I.** No trash shall be deposited on the trails.
- J.** Do not cause public inconvenience, annoyance, or alarm by making unreasonably loud noise.
- K.** Weapons, fires, fireworks, alcohol, smoking, or vaping are strictly prohibited.
- L.** No unauthorized vehicles or motorized personal transportation devices on trails.
- M.** Do not disturb, approach, or feed the wildlife. Users may encounter Natural Florida Wildlife, deer, snakes, etc.

### **IN THE EVENT OF AN EMERGENCY CALL 911.**

To report concerns or group permits, please contact East Nassau Stewardship District at 877-276-0889 or Community Manager at 904-530-1559.

## SUSPENSION AND TERMINATION OF ACCESS RULE

Law Implemented: s. 120.69, Fla. Stat. (2024) and Chapter 2017-206, Laws of Florida

Effective Date: \_\_\_\_\_, 2024

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**In accordance with Chapter 2017-206, *Laws of Florida*, and Chapter 120 of the Florida Statutes, and on \_\_\_\_\_, 2024, at a duly noticed public meeting, the Board of Supervisors (“Board”) of the East Nassau Stewardship District (“District”) adopted the following rules / policies to govern disciplinary and enforcement matters.**

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**1. Introduction.** This rule addresses disciplinary and enforcement matters relating to the use of the amenities and other properties owned and managed by the District (“Amenities” or “Amenity”).

**2. General Rule.** All persons using the Amenities and entering District properties are responsible for compliance with the rules and policies established for the safe operations of the District’s Amenities.

**3. Access Cards / Key Fobs.** Access cards and key fobs, if any, are the property of the District. The District may request surrender of, or may deactivate, a person’s access card or key fob for violation of the District’s rules and policies established for the safe operations of the District’s Amenities.

**4. Suspension and Termination of Rights.** The District shall have the right to restrict, suspend, or terminate the Amenity access of any person and members of their household to use all or a portion of the Amenities for any of the following acts (each, a “Violation”), depending on the severity of the Violation:

- a. Submitting false information on any application for use of the Amenities, including but not limited to facility rental applications;
- b. Failing to abide by the terms of rental applications;
- c. Permitting the unauthorized use of a key fob or access card or otherwise facilitating or allowing unauthorized use of the Amenities;
- d. Exhibiting inappropriate behavior or repeatedly wearing inappropriate attire;
- e. Failing to pay amounts owed to the District in a proper and timely manner (with the exception of special assessments);
- f. Failing to abide by any District rules or policies (e.g., Amenity Rules);
- g. Treating the District’s staff, contractors, representatives, residents, landowners, Patrons or guests, in a harassing or abusive manner;
- h. Damaging, destroying, rendering inoperable or interfering with the operation of District property, or other property located on District property;
- i. Failing to reimburse the District for property damaged by such person, or a minor for whom the person has charge, or a guest;

- j. Engaging in conduct that is likely to endanger the health, safety, or welfare of the District, its staff, contractors, representatives, residents, landowners, Patrons or guests;
- k. Committing or is alleged, in good faith, to have committed a crime on or off District property that leads the District to reasonably believe the health, safety or welfare of the District, its staff, contractors, representatives, residents, landowners, Patrons or guests is likely endangered;
- l. Engaging in another Violation after a verbal warning has been given by staff (which verbal warning is not required); or
- m. Such person's guest or a member of their household committing any of the above Violations.

Termination of Amenity access shall only be considered and implemented by the Board in situations that pose a long term or continuing threat to the health, safety and/or welfare of the District, its staff, contractors, representatives, residents, landowners, Patrons or guests. The Board, in its sole discretion and upon motion of any Board member, may vote to rescind a termination of Amenity access.

**5. Administrative Reimbursement.** The Board may in its discretion require payment of an administrative reimbursement of up to Five Hundred Dollars (\$500) in order to offset the legal and/or administrative expenses incurred by the District as a result of a Violation ("Administrative Reimbursement"). Such Administrative Reimbursement shall be in addition to any suspension or termination of Amenity access, any applicable legal action warranted by the circumstances, and/or any Property Damage Reimbursement (defined below).

**6. Property Damage Reimbursement.** If damage to District property occurred in connection with a Violation, the person or persons who caused the damage, or the person whose guest caused the damage, or the person who is responsible of a minor that caused the damage, shall reimburse the District for the costs of cleaning, repairing, and/or replacing the property ("Property Damage Reimbursement"). Such Property Damage Reimbursement shall be in addition to any suspension or termination of Amenity access, any applicable legal action warranted by the circumstances, and/or any Administrative Reimbursement.

**7. Removal from Amenities.** The District Manager, General Manager, Amenity Manager and onsite staff each have the independent ability to remove any person from the Amenities if a Violation occurs, or if in his or her discretion, it is in the District's best interest to do so.

**8. Initial Suspension from Amenities.** The District Manager, General Manager, Amenity Manager, or his or her designee may at any time restrict or suspend for cause or causes, including but not limited to a Violation, any person's access to the Amenities until a date not later than the next regularly scheduled meeting date of the Board. In the event of such a suspension, the District Manager or his or her designee shall mail a letter to the person suspended referencing the conduct at issue, the sections of the District's rules and policies violated, the time, date, and

location of the next regular Board meeting where the person's suspension will be presented to the Board, and a statement that the person has a right to appear before the Board and offer testimony and evidence why the suspension should be lifted. If the person is a minor, the letter shall be sent to the adults at the address within the community where the minor resides.

**9. Hearing by the Board; Administrative Reimbursement; Property Damage Reimbursement.**

a. At the Board meeting referenced in the letter sent under Section 8 above, or as soon thereafter as a Board meeting is held if the meeting referenced in the letter is canceled, a hearing shall be held at which both District staff and the person subject to the suspension shall be given the opportunity to appear, present testimony and evidence, cross examine witnesses present, and make arguments. The Board may also ask questions of District staff, the person subject to the suspension, and witnesses present. All persons are entitled to be represented by a licensed Florida attorney at such hearing.

b. After the presentations by District staff and the person subject to the suspension, the Board shall consider the facts and circumstances and determine whether to lift or extend the suspension or impose a termination. In determining the length of any suspension, or a termination, the Board shall consider the nature of the conduct, the circumstances of the conduct, the number of rules or policies violated, the person's escalation or de-escalation of the situation, and any prior Violations and/or suspensions

c. The Board shall also determine whether an Administrative Reimbursement is warranted and, if so, set the amount of such Administrative Reimbursement.

d. The Board shall also determine whether a Property Damage Reimbursement is warranted and, if so, set the amount of such Property Damage Reimbursement. If the cost to clean, repair and/or replace the property is not yet available, the Property Damage Reimbursement shall be fixed at the next regularly scheduled Board meeting after the cost to clean, repair, and/or replace the property is known.

e. After the conclusion of the hearing, the District Manager shall mail a letter to the person suspended identifying the Board's determination at such hearing.

**10. Suspension by the Board.** The Board on its own initiative acting at a noticed public meeting may elect to consider a suspension of a person's access for committing any of the Violations outlined in Section 4. In such circumstance, a letter shall be sent to the person suspended which contains all the information required by Section 8, and the hearing shall be conducted in accordance with Section 9.

**11. Automatic Extension of Suspension for Non-Payment.** Unless there is an affirmative vote of the Board otherwise, no suspension or termination will be lifted or expire until all Administrative Reimbursements and Property Damage Reimbursements have been paid to the District. If an Administrative Reimbursement or Property Damage Reimbursement is not paid by its due date, the District reserves the right to request surrender of, or deactivate, all access cards or key fobs associated with an address within the District until such time as the outstanding



amounts are paid.

**12. Appeal of Board Suspension.** After the hearing held by the Board required by Section 9, a person subject to a suspension or termination may appeal the suspension or termination, or the Board's determination of amount of an Administrative Reimbursement and/or Property Damage Reimbursement, to the Board by filing a written request for an appeal ("Appeal Request"). The filing of an Appeal Request shall not result in the stay of the suspension or termination. The Appeal Request shall be filed within thirty (30) calendar days after mailing of the notice of the Board's determination as required by Section 9(e), above. For purposes of this Rule, wherever applicable, Appeal Request filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file an Appeal Request shall constitute a waiver of all rights to protest the District's suspension or termination, and shall constitute a failure to exhaust administrative remedies. The District shall consider the appeal at a Board meeting and shall provide reasonable notice to the person of the Board meeting where the appeal will be considered. At the appeal stage, no new evidence shall be offered or considered. Instead, the appeal is an opportunity for the person subject to the suspension or termination to argue, based on the evidence elicited at the hearing, why the suspension or termination should be reduced or vacated. The Board may take any action deemed by it in its sole discretion to be appropriate under the circumstances, including affirming, overturning, or otherwise modifying the suspension or termination. The Board's decision on appeal shall be final.

**13. Legal Action; Criminal Prosecution; Trespass.** If any person is found to have committed a Violation, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature. If a person subject to a suspension or termination is found at an Amenity Facility, such Person will be subject to arrest for trespassing. If a trespass warrant is issued to a person by a law enforcement agency, the District has no obligation to seek a withdrawal or termination of the trespass warrant even though the issuance of the trespass warrant may effectively prevent a person from using the District's Amenities after expiration of a suspension imposed by the District.

**14. Severability.** If any section, paragraph, clause or provision of this rule shall be held to be invalid or ineffective for any reason, the remainder of this rule shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this rule would have been adopted despite the invalidity or ineffectiveness of such section.

**EAST NASSAU  
STEWARDSHIP DISTRICT**

**11A**

**ASSIGNMENT OF CONSTRUCTION AGREEMENT &  
ACQUISITION OF COMPLETED IMPROVEMENTS**

**(WILDLIGHT AVENUE EXTENSION PROJECT)**

Assignor: Wildlight LLC (“**Assignor**”)  
Owner/Assignee: East Nassau Stewardship District (“**Assignee**”)  
Contractor: Vallencourt Construction Co., Inc. (“**Contractor**”)  
Contract: Construction Agreement Fixed Fee (Project Number PO000001518), dated July 29, 2024 (“**Contract**” or “**Project**”)

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, does hereby transfer, assign and convey unto Assignee, all of the rights, interests, benefits and privileges of Assignor under the Contract, by and between Assignor and Contractor, for the above-referenced Project that is further described by the Developer’s Affidavit and Agreement Regarding Assignment of Contract (attached hereto as **Exhibit A**) and Contractor’s Acknowledgement and Acceptance of Assignment and Release (attached hereto as **Exhibit B**). Further, Assignee does hereby assume all obligations of Assignor under the Contract arising or accruing after the date hereof relating to the Project, as amended by that Addendum to Contract (attached hereto as **Exhibit C**). Additionally, Assignee, by separate Bill of Sale, and subject to the terms of that *Agreement by and between the East Nassau Stewardship District and Wildlight LLC, Regarding the Acquisition of Certain Work Product, Infrastructure and Real Property [Wildlight Village Phase 3]*, effective January 18, 2024, agrees to acquire all work conducted to date as part of the Project, as applicable. Contractor hereby consents to the assignment of the Contract and all of Contractor’s rights, interests, benefits, privileges, and obligations to Assignee. Further, upon execution of this Assignment, the provisions set forth in Exhibit C hereto are incorporated in and made a part of the Contract; in the event of any inconsistency, ambiguity, or conflict between any of the terms or conditions of the Contract, as amended and assigned, and Exhibit C, the terms and conditions of Exhibit C shall prevail. Contractor hereby releases and waives any claims it has or may have against the Assignor as a result of or in connection with the Contract and this assignment.

Executed in multiple counterparts to be effective the \_\_\_\_ day of \_\_\_\_\_, 2024 (“**Effective Date**”).

**WILDLIGHT LLC**

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

**EAST NASSAU STEWARDSHIP DISTRICT**

By: \_\_\_\_\_  
Name: Mike Hahaj  
Title: Chairman

**VALLENCOURT CONSTRUCTION CO., INC.**

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

**Exhibit A** – Developer’s Affidavit and Agreement Regarding Assignment of Contract  
**Exhibit B** – Contractor’s Acknowledgment and Acceptance of Assignment and Release  
**Exhibit C** – Addendum to Contract with Exhibits

**EXHIBIT A TO ASSIGNMENT OF CONSTRUCTION AGREEMENT**

**DEVELOPER'S AFFIDAVIT AND AGREEMENT  
REGARDING ASSIGNMENT OF CONTRACT  
(WILDLIGHT AVENUE EXTENSION PROJECT)**

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned, personally appeared \_\_\_\_\_ of Wildlight LLC ("Developer"), who, after being first duly sworn, deposes and says:

- (i) I, \_\_\_\_\_, serve as \_\_\_\_\_ for Developer and am authorized to make this affidavit on its behalf. I make this affidavit in order to induce the East Nassau Stewardship District ("**District**") to accept an assignment of the Improvement Agreement (defined below).
- (ii) The Construction Agreement Fixed Fee (Project Number PO000001518) dated July 29, 2024 ("**Improvement Agreement**") between Developer and Vallencourt Construction Co., Inc. ("**Contractor**"), and attached hereto as **Exhibit A-1**, was competitively bid prior to its execution.
- (iii) Developer, in consideration for the District's acceptance of an assignment of the Improvement Agreement as it relates to certain improvements ("**Improvements**") as described on **Exhibit A-2** agrees to indemnify, defend, and hold harmless the District and its successors, assigns, agents, employees, staff, contractors, officers, supervisors, and representatives (together, "**Indemnitees**"), from any and all liability, loss or damage, whether monetary or otherwise, including reasonable attorneys' fees and costs and all fees and costs of mediation or alternative dispute resolution, as a result of any claims, liabilities, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or judgments, against Indemnitees and which relate in any way to the assignment of, or bid process for, the Improvement Agreement.
- (iv) Developer has obtained a release from Contractor (and all subcontractors and material suppliers thereto) acknowledging the assignment of the above referenced contract and the validity thereof, the satisfaction of the bonding requirements of Section 255.05, Florida Statutes (if applicable), and waiving any and all claims against the District arising as a result of or connected with this assignment. Such releases are attached as **Exhibit B**.
- (v) The Developer has \_\_\_\_\_ executed a Demand Note Agreement in accordance with Section 255.05, *Florida Statutes*, which is attached hereto as **Exhibit C**. <<OR>> The Contractor has   x   furnished and recorded a performance and payment bond in accordance with Section 255.05, Florida Statutes, which is attached hereto

as **Exhibit C**, or \_\_\_\_ was not required to provide such a bond pursuant to Section 255.05, Florida Statutes.

- (vi) Developer x represents and warrants that there are no outstanding liens or claims relating to the Improvement Agreement, or \_\_\_\_ has posted a transfer bond in accordance with Section 713.24, Florida Statutes, which is attached hereto as **Exhibit D**.
- (vii) Developer represents and warrants that all payments to Contractor and any subcontractors or materialmen under the Improvement Agreement are current and there are no outstanding disputes under the Improvement Agreement.
- (viii) Pursuant to the *Agreement by and between the East Nassau Stewardship District and Wildlight LLC Regarding the Acquisition of Certain Work Product, Infrastructure and Real Property [Wildlight Village Phase 3]*, effective January 18, 2024, the District agrees to acquire any work previously conducted under the Improvement Agreement by separate Bill of Sale and other supporting documentation.

Under penalties of perjury, I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.

Executed this \_\_\_\_ day of \_\_\_\_\_, 2024.

**WILDLIGHT LLC**

|              |              |
|--------------|--------------|
| _____        | By: _____    |
| _____        | Name: _____  |
| [Print Name] | Title: _____ |

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, as \_\_\_\_\_ of Wildlight LLC, on its behalf. S/He [\_\_\_\_] is personally known to me or [\_\_\_\_] produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida

**EXHIBIT A-1 TO DEVELOPER'S AFFIDAVIT AND AGREEMENT**

Construction Agreement Fixed Fee (Project Number PO000001518) dated July 29, 2024  
between Wildlight LLC and Vallencourt Construction Co., Inc.

## **EXHIBIT A-2 TO DEVELOPER'S AFFIDAVIT AND AGREEMENT**

### DESCRIPTION OF PROJECT

The Wildlight Avenue road right-of-way improvements ("Improvements") identified in the Construction Agreement Fixed Fee (Project Number PO000001518) dated July 29, 2024, between Wildlight LLC ("Developer") and Vallencourt Construction Co., Inc. ("Contract"), and more specifically described as follows:

| IMPROVEMENT          | TOTAL IMPROVEMENTS VALUE <sup>1</sup> | TOTAL PAID TO CONTRACTOR TO DATE <sup>2</sup> | COST TO COMPLETE IMPROVEMENTS |
|----------------------|---------------------------------------|-----------------------------------------------|-------------------------------|
| Wildlight Avenue ROW | \$2,286,309.44                        | \$ _____                                      | \$ _____                      |

<sup>1</sup> the total Contract price unless Contract includes any private improvements not eligible for public financing by the East Nassau Stewardship District ("District").

<sup>2</sup> for any Improvements completed up to Effective Date of the Assignment and paid for by the Developer, District shall acquire same pursuant to a separate Bill of Sale and other applicable documents, subject to the terms of that Agreement by and between the East Nassau Stewardship District and Wildlight LLC, Regarding the Acquisition of Certain Work Product, Infrastructure and Real Property [Wildlight Village Phase 3], effective, January 18, 2024.

**EXHIBIT B TO DEVELOPER'S AFFIDAVIT AND AGREEMENT**

**CONTRACTOR'S ACKNOWLEDGMENT AND ACCEPTANCE OF  
ASSIGNMENT AND RELEASE  
(WILDLIGHT AVENUE EXTENSION PROJECT)**

For ten dollars and such additional good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Vallencourt Construction Co., Inc. ("**Contractor**"), hereby agrees as follows:

- (i) The Construction Agreement Fixed Fee (Project Number PO000001518) dated July 29, 2024, between Wildlight LLC and Contractor (together, "**Improvement Agreement**") has been assigned to the East Nassau Stewardship District ("**District**") as it relates to certain improvements ("**Improvements**") as described on **Exhibit A** attached hereto. Contractor acknowledges and accepts such assignment and its validity.
- (ii) Contractor represents and warrants that either:
  - a.   x   Contractor has furnished and recorded a performance and payment bond in accordance with Section 255.05, Florida Statutes, and has notified any subcontractors, material suppliers or others claiming interest in the work of the existence of the bond; or
  - b.        Contractor has not been required to furnish or provide a performance and payment bond under Section 255.05, Florida Statutes, and has notified any subcontractors, materialmen or others claiming interest in the work that (a) no such bond exists; (b) the District, as a local unit of special purpose government, is not an "Owner" as defined in Section 713.01(23), Florida Statutes; and (c) there are no lien rights available to any person providing materials or services for improvements in connection with the Improvement Agreement.
- (iii) Contractor represents and warrants that all payments to Contractor and any subcontractors or materialmen under the Improvement Agreement are current and there are no outstanding disputes under the Improvement Agreement.
- (iv) Contractor hereby releases and waives any claim it may have against the District as a result of or in connection with such assignment.

[CONTINUED ON NEXT PAGE]



Executed this \_\_\_\_ day of \_\_\_\_\_, 2024.

**VALLENCOURT CONSTRUCTION CO., INC.**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

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

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, on its behalf. S/He [\_\_\_\_] is personally known to me or [\_\_\_\_] produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida

EXHIBIT A

DESCRIPTION OF PROJECT

The Wildlight Avenue road right-of-way improvements (“Improvements”) identified in the Construction Agreement Fixed Fee (Project Number PO000001518) dated July 29, 2024, between Wildlight LLC (“Developer”) and Vallencourt Construction Co., Inc. (“Contract”), and more specifically described as follows:

| IMPROVEMENT          | TOTAL IMPROVEMENTS VALUE <sup>1</sup> | TOTAL PAID TO CONTRACTOR TO DATE <sup>2</sup> | COST TO COMPLETE IMPROVEMENTS |
|----------------------|---------------------------------------|-----------------------------------------------|-------------------------------|
| Wildlight Avenue ROW | \$2,286,309.44                        | \$ _____                                      | \$ _____                      |

<sup>1</sup> the total Contract price unless Contract includes any private improvements not eligible for public financing by the East Nassau Stewardship District (“District”).

<sup>2</sup> for any Improvements completed up to Effective Date of the Assignment and paid for by the Developer, District shall acquire same pursuant to a separate Bill of Sale and other applicable documents, subject to the terms of that Agreement by and between the East Nassau Stewardship District and Wildlight LLC, Regarding the Acquisition of Certain Work Product, Infrastructure and Real Property [Wildlight Village Phase 3], effective, January 18, 2024.

**EXHIBIT C TO DEVELOPER'S AFFIDAVIT AND AGREEMENT**

**PAYMENT AND PERFORMANCE BONDS**

## EXHIBIT C TO ASSIGNMENT OF CONSTRUCTION AGREEMENT

### **ADDENDUM (“ADDENDUM”) TO CONTRACT (WILDLIGHT AVENUE EXTENSION PROJECT)**

**1. ASSIGNMENT.** This Addendum applies to that certain Construction Agreement Fixed Fee (Project Number PO000001518) dated July 29, 2024 (“**Contract**”), between the East Nassau Stewardship District (“**District**”) and Vallencourt Construction, Inc. (“**Contractor**”), for the work described therein generally referred to as Wildlight Avenue Extension Project (“**Project**”), which Contract was assigned to the District simultaneous with the execution of this Addendum (and Addendum together with Contract, the “**Agreement**”). To the extent the terms of the Contract conflict with this Addendum, the terms of this Addendum shall control.

**2. PAYMENT AND PERFORMANCE BONDS; NO LIEN RIGHTS.** Before commencing the work, and consistent with the requirements of Section 255.05, Florida Statutes, the Contractor shall execute, deliver to the District, and record in the public records of Nassau County, Florida, a payment and performance bond with a surety insurer authorized to do business in this state as surety or, to the extent permitted by the District in its sole discretion, provide an alternative form of security as authorized under Section 255.05, Florida Statutes. The cost of such bond shall be added to Contractor’s proposal and shall be invoiced to the District. Such bond and/or security shall be for 100% of the project cost and shall be in effect for a full year from the time of completion of the project. Contractor agrees that the District is a local unit of special-purpose government and not an “Owner” as defined in Section 713.01(23), Florida Statutes. Therefore, notwithstanding anything in the Contract to the contrary, there are no lien rights available to any person providing materials or services for improvements in connection with the project. Contractor shall notify any subcontractors, material suppliers or others claiming interest in the work of the existence of the payment and performance bond.

**3. INSURANCE.** In addition to the existing additional insureds under the Contract, the District, its officers, supervisors, agents, attorneys, engineers, managers, and representatives also shall be named as additional insureds under the insurance provided pursuant to the Contract. Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida. If Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District’s obtaining the required insurance.

[PLACEHOLDER – ADDITIONAL INSURANCE COVERAGE MAY BE REQUIRED AFTER REVIEW OF MINIMUMS IN CONSTRUCTION CONTRACT]

**4. LOCAL GOVERNMENT PROMPT PAYMENT ACT.** Notwithstanding any other provision of the Contract, all payments to the Contractor shall be made in a manner consistent with the Local Government Prompt Payment Act, Sections 218.70 through 218.80, Florida Statutes. Contractor shall make payments due to subcontractors and materialmen and laborers within ten (10) days in accordance with the prompt payment provisions contained in Section 218.735(6), 218.735(7), and 218.74, Florida Statutes. All payments due and not made within the time prescribed by Section 218.735, Florida Statutes, bear interest at the rate of two percent (2%) per month on the unpaid balance in accordance with Section 218.735(9), Florida Statutes.

**5. RETAINAGE.** The following provision addresses the holding of retainage under the Contract:

Five percent (5%) of the amount of each progress payment shall be withheld as retainage until substantial completion of the Work. Within twenty (20) business days after the development of the punch list items and estimated cost to complete each punch list item, Owner shall pay the Contractor the remaining contract balance that includes all retainage previously withheld less an amount equal to one hundred fifty percent (150%) of the estimated cost to complete the punch list items. Upon final completion and acceptance of the Work by the Owner, including satisfaction of all punch list requirements, and submission of all documents required under the Contract, Owner shall pay the remaining outstanding balance, including the withheld amount pursuant to the sentence immediately preceding this, subject to any offsets to which the Owner is entitled.

**6. INDEMNIFICATION.** Contractor's indemnification, defense, and hold harmless obligations under the Agreement shall continue to apply to the original indemnitees and shall further include the District and its supervisors, consultants, agents, attorneys, managers, engineers and representatives. To the extent that a maximum limit for indemnification is required by law, and not otherwise set forth in the Contract, the indemnification limit shall be the greater of the limits of the insurance amounts set forth in the Contract or the Contract Price, which amounts Contractor agrees bears a reasonable commercial relationship to the Contract and are enforceable, and were included as part of the bid and/or assignment documents. The Contractor's obligations hereunder are intended to be consistent with all provisions of applicable law, and to the extent found inconsistent by a court of competent jurisdiction, the Contract shall be deemed amended and/or reformed consistent with the intent of this paragraph and such that the obligations apply to the maximum limits of the law.

**7. WARRANTIES.** In addition to any warranties provided in the Contract, Contractor hereby warrants that the work and materials incorporated into the Project shall be and remain free from defects or flaws from the date of the Owner's acceptance of the work and for the reasonable, expected life of the completed Project, subject to any limitations required by applicable law; however, this provision is not intended to and shall not limit or shorten any express warranties provided in the Contract.

**8. TAX EXEMPT DIRECT PURCHASES.** The parties agree that the District may in its sole discretion elect to undertake a direct purchase of any or all materials incorporated into the work performed according to the Contract. In such event, the following conditions shall apply:

- a.** The District represents to Contractor that the District is a governmental entity exempt from Florida sales and use tax and has provided Contractor with a copy of its Consumer Exemption Certificate.
- b.** The District may elect to implement a direct purchase arrangement whereby the District will directly acquire certain materials ("**Direct Purchase Materials**") necessary for the work directly from the suppliers to take advantage of District's tax exempt status.
- c.** Prior to purchasing any materials, the Contractor shall contact the District to determine which materials will be treated as Direct Purchase Materials.
- d.** The District shall issue a Certificate of Entitlement to each supplier of Direct Purchase Materials, and to the Contractor. Each Certificate of Entitlement will be in the format specified by Rule 12A-1.094(4)(c), Florida Administrative Code. Each Certificate of Entitlement shall have attached thereto the corresponding purchase order. Each Certificate of Entitlement shall affirm that (1) the attached purchase order is being issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works; (2) the vendor's invoice will be issued directly to the District; (3) payment of the vendor's invoice will be made directly by the District to the vendor from public funds; (4) the District will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor; and (5) the District assumes the risk of damage or loss at the time of purchase or delivery by the vendor. Each Certificate of Entitlement shall acknowledge that if the Department of Revenue determines the purchase is not a tax exempt purchase by a governmental entity, then the governmental entity will be responsible for any tax, penalties and interest determined to be due.
- e.** The District shall issue purchase orders directly to suppliers of Direct Purchase Materials. The District shall issue a separate Certificate of Entitlement for each purchase order. Such purchase orders shall require that the supplier provide the required shipping and handling insurance and provide for delivery F.O.B. jobsite. Corresponding change orders shall be executed at the time of the direct purchase to reflect the direct purchases made by the District and if the original contract contemplated sale of materials and installation by same person, the change order shall reflect sale of materials and installation by different legal entities.
- f.** Upon delivery of the Direct Purchase Materials to the jobsite, the District shall inspect the materials and invoices to determine that they conform to the purchase

order. If the materials conform, the District shall accept and take title to the Direct Purchase Materials.

- g.** Suppliers shall issue invoices directly to the District. The District shall process invoices and issue payment directly to the suppliers from public funds.
- h.** Upon acceptance of Direct Purchase Materials, the District shall assume risk of loss of same until they are incorporated into the project. Contractor shall be responsible for safeguarding all Direct Purchase Materials and for obtaining and managing all warranties and guarantees for all material and products.
- i.** The District shall, at its option, maintain builder's risk insurance on the Direct Purchase Materials.

**8. PUBLIC RECORDS.** The Contractor agrees and understands that Chapter 119, Florida Statutes, may be applicable to documents prepared in connection with the services provided hereunder and agrees to cooperate with public record requests made thereunder. In connection with this Contract, Contractor agrees to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, Florida Statutes, the terms of which are incorporated herein. Among other requirements, Contractor must:

- a.** Keep and maintain public records required by the District to perform the service.
- b.** Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- c.** Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the District.
- d.** Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service. If the Contractor transfers all public records to the District upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 571-0010, WRATHELLC@WHHASSOCIATES.COM, OR AT 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.**

**9. SOVEREIGN IMMUNITY.** Nothing in the Contract shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, Florida Statutes or other statute, and nothing in the Contract shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

**10. NOTICES.** Notices provided to the District pursuant to the Contract shall be provided to the following individuals:

**If to the 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 West Collage Avenue  
Tallahassee, Florida 32301  
Attn: District Counsel

**11. STATEMENT REGARDING PUBLIC INTEGRITY LAWS.** Contractor acknowledges that, in addition to all Laws and Regulations that apply to this Agreement, the following provisions of Florida law ("Public Integrity Laws") apply to this Agreement:

- a.** Section 287.133, *Florida Statutes*, titled *Public entity crime; denial or revocation of the right to transact business with public entities*;
- b.** Section 287.134, *Florida Statutes*, titled *Discrimination; denial or revocation of the right to transact business with public entities*;
- c.** Section 287.135, *Florida Statutes*, titled *Prohibition against contracting with scrutinized companies*;
- d.** Section 287.137, *Florida Statutes*, titled *Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits*; and



- e. Section 287.138, *Florida Statutes*, titled *Contracting with entities of foreign countries of concern prohibited*; and
- f. Section 787.06, *Florida Statutes*, titled *Human Trafficking*.

Contractor acknowledges that the Public Integrity Laws prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District ("Prohibited Criteria").

Contractor acknowledges that the District may terminate this Agreement if the Contractor is found to have met the Prohibited Criteria or violated the Public Integrity Laws.

Contractor certifies under penalty of perjury that in entering into this Agreement, neither it nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria, and in the event such status changes, Contractor shall immediately notify the District. By entering into this Agreement, Contractor agrees that any renewal or extension of this Contract shall be deemed a recertification of such status.

Under penalties of perjury, I declare that I have read the foregoing Section 11 and that the facts stated in it are true.

**12. TRENCH SAFETY ACT STATEMENTS.** Upon the Assignment, Contractor shall properly execute a Trench Safety Act Compliance Statement and a Trench Safety Act Compliance Cost Statement, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statements shall be substantially in the form of the attached **Exhibit B**.

**13. CONSTRUCTION DEFECTS.** PURSUANT TO SECTION 558.005, FLORIDA STATUTES, ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

**14. CONFIDENTIALITY.** Given the District's status as a public entity, the parties agree that any terms of the Contract purporting to confidentiality, if any, does not apply as it relates to the District and on a going forward basis and that instead the public records laws and any exemptions provided therein, if applicable, shall control.

**15. CHOICE OF LAW.** The Agreement and the provisions of the Agreement 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.

**16. COUNTERPARTS; ELECTRONIC SIGNATURES.** The Contract 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. Additionally, the

parties acknowledge and agree that the Contract may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature, electronically scanned and transmitted versions (e.g. via PDF) of an original signature, or signatures created in a digital format.

**17. E-VERIFY.** The Contractor shall comply with and perform all provisions of Section 448.095, Florida Statutes. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, Florida Statutes. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), Florida Statutes, within the year immediately preceding the date of this Agreement.

[continue onto next page for signatures]

**IN WITNESS WHEREOF**, the parties hereto hereby acknowledge and agree to this Addendum, to be effective as of the Effective Date of the Assignment.

**VALLENCOURT CONSTRUCTION CO., INC.**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
Print Name of Witness

**EAST NASSAU STEWARDSHIP DISTRICT**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By: Mike Hahaj  
Its: Chairman, Board of Supervisors

\_\_\_\_\_  
Print Name of Witness

**Exhibit A:** Statement Regarding Public Integrity Laws

**Exhibit B:** Trench Safety Act Statement

## EXHIBIT A TO ADDENDUM TO CONTRACT

### SWORN STATEMENT ON INTEGRITY OF PUBLIC CONTRACTING AND PURCHASING

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

1. This sworn statement is submitted to East Nassau Stewardship District ("District")  
(print name of the public entity)

by \_\_\_\_\_  
(print individual's name and title)

for Vallencourt Construction Co., Inc. ("Contractor")  
(print name of entity submitting sworn statement)

whose business address is

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

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

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

\_\_\_\_\_

2. I have read and am familiar with the following Sections of the Florida Statutes ("Public Integrity Laws"):
- a. Section 287.133, *Florida Statutes*, titled *Public entity crime; denial or revocation of the right to transact business with public entities*;
  - b. Section 287.134, *Florida Statutes*, titled *Discrimination; denial or revocation of the right to transact business with public entities*;
  - c. Section 287.135, *Florida Statutes*, titled *Prohibition against contracting with scrutinized companies*;
  - d. Section 287.137, *Florida Statutes*, titled *Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits*;
  - e. Section 287.138, *Florida Statutes*, titled *Contracting with entities of foreign countries of concern prohibited*; and
  - f. Section 787.06, *Florida Statutes*, titled *Human Trafficking*.
3. I understand that the Public Integrity Laws, with limited exceptions, prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District ("Prohibited Criteria").

4. I understand that the Public Integrity Laws apply to the construction contract documents applicable to the District's Wildlight Avenue Extension Project ("Project") and the contract assignment to be executed in connection with the Project.
5. Based on information and belief, the statement which I have marked below is true in relation to the Proposer submitting this sworn statement. (Indicate which statement applies.)

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria. Thus, the entity is not prohibited from bidding on or entering into or renewing a contract with the District.

\_\_\_\_\_ The entity submitting this sworn statement, one of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, meets one or more of the Prohibited Criteria.

\_\_\_\_\_ If this second statement is marked, the Proposer may provide additional information regarding the same in the space provided directly below (or by attaching a separate sheet and indicating this method in the space provided directly below). Such additional information may be related to the Proposer's alleged basis for entitlement to an exception from the prohibition on bidding or contracting, to the extent one is permissible under Florida law.

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6. At any time during the commencement of the Project including but not limited to the time leading up to and including the execution of the assignment of construction contract, the Proposer will immediately notify the District in writing if either the Proposer, any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity, meets any of the Prohibited Criteria after award of the contract or during the term of the contract. By executing this Affidavit, Proposer agrees that any renewal or extension of the awarded contract shall be deemed a recertification of the statements contained herein.

*[Signature page follows]*

IT SHALL BE THE RESPONSIBILITY OF THE PROPOSER EXECUTING THIS AFFIDAVIT TO VERIFY THAT NONE OF THE SUBCONTRACTORS/SUPPLIERS UTILIZED FOR THIS BID/QUOTE MEET ANY OF THE PROHIBITED CRITERIA. IN THE EVENT IT IS LATER DISCOVERED THAT A SUBCONTRACTOR/SUPPLIER MEETS ANY OF THE PROHIBITED CRITERIA, THE PROPOSER SHALL SUBSTITUTE THE SUBCONTRACTOR/ SUPPLIER WITH ANOTHER WHO DOES NOT MEET ANY OF THE PROHIBITED CRITERIA. ANY COST ASSOCIATED WITH THIS SUBSTITUTION SHALL BE THE SOLE RESPONSIBILITY OF THE PROPOSER.

The foregoing SWORN STATEMENT is dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

(Corporate Seal, if applicable)

**VALLENCOURT CONSRUCTION CO., INC.**

\_\_\_\_\_

By: \_\_\_\_\_

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

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

The foregoing instrument was sworn and subscribed before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_ of Vallencourt Construction Co., Inc., who is personally known to me or who has produced \_\_\_\_\_ as identification, and did [ ] or did not [ ] take the oath.

\_\_\_\_\_  
Notary Public, State of Florida  
Print Name: \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**EXHIBIT B TO ADDENDUM TO CONTRACT**

**EAST NASSAU STEWARDSHIP DISTRICT  
TRENCH SAFETY ACT COMPLIANCE STATEMENT**

**INSTRUCTIONS**

Because trench excavations on this project are expected to be in excess of 5 feet, Florida's Trench Safety Act, Sections 553.60 – 553.64, Florida Statutes, requires that construction on the project comply with Occupational Safety and Health Administration Standard 29 C.F.R.s. 1926.650 Subpart P. The Contractor is required to execute this Compliance Statement and the Compliance Cost Statement. The costs for complying with the Trench Safety Act must be incorporated into the Contract Price.

This form must be certified in the presence of a notary public or other officer authorized to administer oaths.

**CERTIFICATION**

1. I understand that the Trench Safety Act requires me to comply with OSHA Standard 29 C.F.R.s. 1926.650 Subpart P. I will comply with The Trench Safety Act, and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.
2. The estimated cost imposed by compliance with The Trench Safety Act will be:  
\_\_\_\_\_ Dollars \$ \_\_\_\_\_  
(Written) (Figures)
3. The amount listed above has been included within the Contract Price.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Contractor: \_\_\_\_\_

By: \_\_\_\_\_

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

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

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_ of \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification, and did [ ] or did not [ ] take the oath.

\_\_\_\_\_  
Notary Public, State of Florida  
Print Name: \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**EAST NASSAU STEWARDSHIP DISTRICT  
TRENCH SAFETY ACT COMPLIANCE COST STATEMENT**

**INSTRUCTIONS**

Because trench excavations on this Project are expected to be in excess of 5 feet, Florida's Trench Safety Act, Sections 553.60 – 553.64, Florida Statutes, requires that the Contractor submit a statement of the costs of complying with the Trench Safety Act. Said costs must also be incorporated into the Contract Price. This form must be certified in the presence of a notary public or other officer authorized to administer oaths. By executing this statement, Contractor acknowledges that included in the various items of its Contract Price are costs for complying with the Florida Trench Safety Act. The Contractor further identifies the costs as follows:

| Type of Trench Safety Mechanism | Quantity | Unit Cost <sup>1</sup> | Item Total Cost |
|---------------------------------|----------|------------------------|-----------------|
|                                 |          |                        |                 |
|                                 |          |                        |                 |
|                                 |          |                        |                 |
|                                 |          |                        |                 |
| Project Total                   |          |                        |                 |

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Subcontractor: \_\_\_\_\_

By: \_\_\_\_\_

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

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_ of \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification, and did [ ] or did not [ ] take the oath.

\_\_\_\_\_  
Notary Public, State of Florida

Print Name: \_\_\_\_\_

Commission No.: \_\_\_\_\_

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

\_\_\_\_\_  
<sup>1</sup> Use cost per linear square foot of trench excavation used and cost per square foot of shoring used.



**CERTIFICATE OF DISTRICT ENGINEER  
FOR ASSIGNMENT OF IMPROVEMENTS  
(WILDLIGHT AVENUE EXTENSION PROJECT)**

\_\_\_\_\_, 2024

Board of Supervisors  
East Nassau Stewardship District

Re: East Nassau Stewardship District (Nassau County, Florida)  
Assignment of Improvements

Ladies and Gentlemen:

The undersigned, a representative of England-Thims & Miller, Inc. ("**District Engineer**"), as District Engineer for the East Nassau Stewardship District ("**District**"), hereby makes the following certifications in connection with the District's acceptance of certain improvements within the District ("**Improvements**") as identified in **Exhibit A**. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. A representative of England-Thims & Miller, Inc. has reviewed observable portions of the Improvements. A representative of England-Thims & Miller, Inc. has further reviewed certain documentation relating to the same, including but not limited to, the construction contract, 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 *Amended and Restated Engineer's Report for Wildlight Village Phase 3*, dated December 18, 2023, as revised and adopted January 18, 2024, as amended (together, "Engineer's Report"), and specially benefit property within the District as further described in the Engineer's Report.
3. Any Improvements installed to date 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 as set forth in the construction contract. Such costs are equal to or less than each of the following: (i) what was to be 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 construction, 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).

[CONTINUED ON FOLLOWING PAGE]

Under penalties of perjury, I declare that I have read the foregoing certificate and that the facts stated in it are true.

**ENGLAND-THIMS & MILLER, INC.**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_

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

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, on its behalf. He [ ] is personally known to me or [ ] produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida

EXHIBIT A

DESCRIPTION OF PROJECT

The Wildlight Avenue road right-of-way improvements (“Improvements”) identified in the Construction Agreement Fixed Fee (Project Number PO000001518) dated July 29, 2024, between Wildlight LLC (“Developer”) and Vallencourt Construction Co., Inc. (“Contract”), and more specifically described as follows:

| IMPROVEMENT          | TOTAL IMPROVEMENTS VALUE <sup>1</sup> | TOTAL PAID TO CONTRACTOR TO DATE <sup>2</sup> | COST TO COMPLETE IMPROVEMENTS |
|----------------------|---------------------------------------|-----------------------------------------------|-------------------------------|
| Wildlight Avenue ROW | \$2,286,309.44                        | \$ _____                                      | \$ _____                      |

<sup>1</sup> the total Contract price unless Contract includes any private improvements not eligible for public financing by the East Nassau Stewardship District (“District”).

<sup>2</sup> for any Improvements completed up to Effective Date of the Assignment and paid for by the Developer, District shall acquire same pursuant to a separate Bill of Sale and other applicable documents, subject to the terms of that Agreement by and between the East Nassau Stewardship District and Wildlight LLC, Regarding the Acquisition of Certain Work Product, Infrastructure and Real Property [Wildlight Village Phase 3], effective, January 18, 2024.

**CERTIFICATE OF CONSULTING ENGINEER  
FOR ASSIGNMENT OF IMPROVEMENTS**

**(WILDLIGHT AVENUE PHASE 4)**

\_\_\_\_\_, 2024

Board of Supervisors  
East Nassau Stewardship District

Re: East Nassau Stewardship District (Nassau County, Florida)  
Assignment of Improvements

Ladies and Gentlemen:

The undersigned, a representative of England-Thims & Miller, Inc. ("**Consulting Engineer**"), as Consulting Engineer for the East Nassau Stewardship District ("**District**"), hereby makes the following certifications in connection with the District's acceptance of certain improvements within the District ("**Improvements**") as identified in **Exhibit A**. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. A representative of England-Thims & Miller, Inc. has reviewed observable portions of the Improvements. A representative of England-Thims & Miller, Inc. has 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 *Amended and Restated Engineer's Report for Wildlight Village Phase 3*, dated December 18, 2023, as revised and adopted January 18, 2024, as amended (together, "Engineer's Report"), and specially benefit property within the District as further described in the Engineer's Report.
3. Any Improvements installed to date 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 as set forth in the construction contract. Such costs are equal to or less than each of the following: (i) what was to be 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 construction, 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).

[CONTINUED ON FOLLOWING PAGE]

Under penalties of perjury, I declare that I have read the foregoing certificate and that the facts stated in it are true.

\_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

**STATE OF FLORIDA**

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

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, on its behalf. He [☐] is personally known to me or [☐] produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida

EXHIBIT A

DESCRIPTION OF PROJECT

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|----------------------|---------------------------------------|-----------------------------------------------|-------------------------------|
| Wildlight Avenue ROW | \$2,286,309.44                        | \$ _____                                      | \$ _____                      |

<sup>1</sup> the total Contract price unless Contract includes any private improvements not eligible for public financing by the East Nassau Stewardship District (“District”).

<sup>2</sup> for any Improvements completed up to Effective Date of the Assignment and paid for by the Developer, District shall acquire same pursuant to a separate Bill of Sale and other applicable documents, subject to the terms of that Agreement by and between the East Nassau Stewardship District and Wildlight LLC, Regarding the Acquisition of Certain Work Product, Infrastructure and Real Property [Wildlight Village Phase 3], effective, January 18, 2024.

## **BILL OF SALE**

### **COMPLETED IMPROVEMENTS TO DATE – WILDLIGHT AVENUE PHASE 4**

KNOW ALL MEN BY THESE PRESENTS, that **Wildlight LLC** ("**Seller**"), and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, which has been or will be paid to it by the **East Nassau Stewardship District**, a local unit of special-purpose government established pursuant to Chapter 2017-206, *Laws of Florida* ("**District**"), 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:

Those improvements set forth in **Exhibit A**, attached hereto and incorporated herein by this reference.

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 they are the lawful owners of the above-described personal property and assets; that said personal property and assets are free from all liens and encumbrances; that Seller has good right to sell said personal property and assets; that all contractors, subcontractors and material men furnishing labor or materials relative to the construction of the personal property and assets have been paid in full; and that Seller will warrant and defend the sale of its said personal property and assets hereby made, unto the District, its successors and assigns, against the lawful claims and demands of all persons whosoever.

IN WITNESS WHEREOF Seller has caused this Bill of Sale to be signed in its name on the day and year above-written effective as of \_\_\_\_\_, 2024.

WITNESS:

WILDLIGHT LLC

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_

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

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

\_\_\_\_\_  
Print Name: \_\_\_\_\_

**STATE OF FLORIDA**

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

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, on its behalf. He [\_\_\_\_] is personally known to me or [\_\_\_\_] produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida



EXHIBIT A

DESCRIPTION OF PROJECT

The Wildlight Avenue road right-of-way improvements ("Improvements") identified in the Construction Agreement Fixed Fee (Project Number PO000001518) dated July 29, 2024, between Wildlight LLC ("Developer") and Vallencourt Construction Co., Inc. ("Contract"), and more specifically described as follows:

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|----------------------|---------------------------------------|-----------------------------------------------|-------------------------------|
| Wildlight Avenue ROW | \$2,286,309.44                        | \$ _____                                      | \$ _____                      |

<sup>1</sup> the total Contract price unless Contract includes any private improvements not eligible for public financing by the East Nassau Stewardship District ("District").

<sup>2</sup> for any Improvements completed up to Effective Date of the Assignment and paid for by the Developer, District shall acquire same pursuant to a separate Bill of Sale and other applicable documents, subject to the terms of that Agreement by and between the East Nassau Stewardship District and Wildlight LLC, Regarding the Acquisition of Certain Work Product, Infrastructure and Real Property [Wildlight Village Phase 3], effective, January 18, 2024.

**EAST NASSAU  
STEWARDSHIP DISTRICT**

**11B**

Prepared By and Return To

Michelle K. Rigoni, Esq.  
Kutak Rock LLP  
107 West College Avenue  
Tallahassee, FL 32301

**TEMPORARY CONSTRUCTION AND  
ACCESS EASEMENT AGREEMENT**

**[WILDLIGHT AVENUE EXTENSION PROJECT –  
WILDLIGHT VILLAGE PHASE 3; PORTION OF SERIES 2024 PROJECT]**

**THIS TEMPORARY CONSTRUCTION AND ACCESS EASEMENT AGREEMENT (“Agreement”)** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between **WILDLIGHT, LLC**, a Delaware limited liability company, whose address is **1 Rayonier Way, Wildlight, Florida 32097** (“**Grantor**”) in favor of **EAST NASSAU STEWARDSHIP DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, whose address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“**Grantee**” or the “**District**”) (Grantor and Grantee are sometimes together referred to herein as the “**Parties**”, and separately as the “**Party**”).

**WITNESSETH:**

**WHEREAS**, Grantor is the owner in fee simple of certain real property located in the District, being more particularly described on **Exhibit “A”** attached hereto, and by this reference incorporated herein (the “**Easement Area**”); and

**WHEREAS**, Grantee intends to complete within the Easement Area, the design, installation and construction of certain master infrastructure roadway and related improvements as authorized by law (collectively, the “**Improvements**”); and

**WHEREAS**, Grantor desires to grant to Grantee a temporary, non-exclusive construction and access easement on, upon, over, under, across, and through the Easement Area for the sole purpose of constructing the Improvements, until either construction of the Improvements is completed or the Grantee acquires the Easement Area, whichever occurs first.

**NOW, THEREFORE**, for and in consideration of Ten and No/100 Dollars (\$10.00) in hand paid by the Grantee to the Grantor, the mutual covenants and agreements herein set forth and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the Parties, the Parties do hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **Temporary Construction Easement.** Grantor does hereby grant, bargain, sell and convey to Grantee a temporary, non-exclusive easement on, upon, over, under, across and through the Easement Area for access, ingress, egress and to allow Grantee to complete the design, construction and installation of the Improvements (collectively, the “**Easement**”).

3. **Term of Easement.** Upon the earlier of (i) the completion of all Improvements and the acceptance of such by the District’s Board of Supervisors, or (ii) recordation of a release of the Easement in the Public Records of Nassau County, Florida, then this Agreement shall automatically terminate and be extinguished and all rights in the Easement granted by this Agreement shall immediately revert to the Grantor, its successors, transferees and assigns, without further action of the Grantor or Grantee being required with respect to such Easement Area. Alternatively, (iii) upon recordation of a plat, this Agreement shall partially and automatically terminate and be extinguished over the platted residential lots (“**Lots**”), and (iv) platted tracts dedicated to Nassau County, Florida (“**County Tracts**”) and all rights in the Easement upon such Lots and County Tracts granted by this Agreement shall immediately revert to the Grantor, its successors, transferees and assigns, without further action of the Grantor or Grantee being required with respect to such Lots and County Tracts in the Easement Area. Upon termination of this Agreement, as provided herein, and upon request by Grantor, Grantee shall promptly execute and deliver to Grantor a document in recordable form confirming termination of this Agreement and the Easement granted herein. Should the Grantee acquire the Easement Area from the Grantor prior to the occurrence of events (i), (ii) and (iii) enumerated herein, this Agreement shall automatically terminate and be extinguished and all rights in the Easement granted by this Agreement shall immediately vest in the Grantee, its successors, transferees and assigns, without further action of the Grantor or Grantee being required with respect to such Easement Area.

4. **Insurance and Indemnity.** Grantee and/or any contractors performing work for Grantee on the Easement Area, shall at all times maintain general public liability insurance to afford protection against any and all claims for personal injury, death or property damage arising directly or indirectly out of the exercise of the rights and privileges granted. Said insurance maintained by any contractors performing work for Grantee on the Easement Area shall be issued by solvent, reputable insurance companies authorized to do business in the State of Florida, naming Grantee and Grantor as insured, as their interests may appear, in a combined-single limit of not less than \$1,000,000.00 with respect to bodily injury or death and property damage. Said insurance shall also be primary, and not contributory, as to any insurance coverage maintained by Grantor. To the extent permitted by law and without waiving any of the protections afforded by section 768.28, Florida Statutes, Grantee hereby agrees to indemnify and hold harmless Grantor from and against any and all liability arising out of Grantee’s construction activities within the Easement Area.

5. **Obligations of Grantor and Grantee.** The Parties acknowledge and agree that any rights granted hereunder shall be exercised by the Parties only in accordance and compliance with any and all applicable laws, ordinances, rules, regulations, permits and approvals, and any future modifications or amendments thereto. The Parties covenant and agree that neither party shall discharge into or within the Easement Area, any hazardous or toxic materials or substances, any pollutants, or any other substances or materials prohibited or regulated under any federal, state or local law, ordinance, rule, regulations or permit, except in accordance with such laws,

ordinances, rules, regulations and permits. To the extent permitted by law and without waiving any of the protections afforded by section 768.28, Florida Statutes, each Party hereby agrees to indemnify and hold harmless the other Party from and against any and all liability arising out of such Party's breach of any provision of this Agreement, including, without limitation, the matters set forth in this paragraph.

6. **Beneficiaries of Easement Rights.** The Easement set forth in this Agreement shall be for the sole benefit and use of Grantee, its successors and assigns, and Grantee's agents, employees, consultants, representatives, contractors and providers of emergency services and utility services.

7. **Amendments and Waivers.** This Agreement may not be terminated or amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by the Parties and recorded in the Public Records of Nassau County, Florida. No delay or omission of any Party in the exercise of any right accruing upon any default of any Party shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by any Party of a breach of, or a default in, any of the terms and conditions of this Agreement by any other Party shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Agreement. No breach of the provisions of this Agreement shall entitle any Party to cancel, rescind or otherwise terminate this Agreement, but such limitation shall not affect, in any manner, any other rights or remedies which any Party may have by reason of any breach of the provisions of this Agreement.

8. **Notices.** Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given (i) three (3) days after depositing with the United States Postal Service, postage prepaid, (ii) one day after depositing with a nationally recognized overnight courier service, or (iii) on the day of hand delivery (provided such delivery occurs prior to 5:00 pm, E.S.T. or E.D.T., as applicable), to the address listed above or to such other address as either Party may from time to time designate by written notice in accordance with this paragraph.

9. **Use of Easement Area.** It is acknowledged and agreed that the Easement granted under this Agreement is not an exclusive easement and that Grantor shall have the right to use and enjoy the Easement Area in any manner not inconsistent with the easement rights created herein, and grant others the right to do so.

10. **Liens.** Grantee shall not permit (and shall promptly satisfy or bond) any construction, mechanic's lien or encumbrance against the Easement Area in connection with the exercise of rights hereunder.

11. **Effective Date.** The Effective Date of the Agreement shall be the last day that this Agreement is signed by either Party.

12. **Miscellaneous.** This Agreement contains the entire understanding of the Parties with respect to the matters set forth herein and no other agreement, oral or written, not set forth herein, nor any course of dealings of the Parties, shall be deemed to alter or affect the terms and

conditions set forth herein. If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances, shall, to the extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Agreement; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement shall be construed in accordance with the laws of the State of Florida. Venue for any proceeding brought hereunder shall be Nassau County, Florida. In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof or any matter arising here under, the predominantly prevailing party shall be entitled to recover its reasonable attorneys' fees, costs and expenses, whether suit be brought or not, and whether in settlement, in any declaratory action, at trial or on appeal. The section headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof. Where the sense of this Agreement requires, any reference to a term in the singular shall be deemed to include the plural of said term, and any reference to a term in the plural shall be deemed to include the singular of said term. Nothing in this Agreement shall be construed to make the Parties hereto partners or joint venturers or render either of said parties liable for the debts or obligations of the other. This Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same Agreement. Time is of the essence of this Agreement. This Agreement shall be binding upon and inure to the benefit of Grantor and Grantee and their respective successors and assigns. The rights, privileges and Easement granted and conveyed hereunder shall be a burden upon the Easement Area and shall exist for the benefit of and run with title to the Easement Area.

**[SIGNATURES CONTAINED ON FOLLOWING PAGES]**

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed as of the day and year first written above.

**“GRANTOR”**

WITNESSES:

**WILDLIGHT LLC,**  
a Delaware limited liability company

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

\_\_\_\_\_  
By: John R. Campbell  
Its: Vice President

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

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_ day of \_\_\_\_\_ 2024, by John R. Campbell, as Vice President of Wildlight LLC, on behalf of the company.

[notary seal]

\_\_\_\_\_  
(Official Notary Signature)  
Name: \_\_\_\_\_  
Personally Known OR Produced Identification:  
\_\_\_\_\_ (Type of Identification)

**“GRANTEE”**

**EAST NASSAU STEWARDSHIP DISTRICT**

Signed, sealed and delivered  
in the presence of:

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

\_\_\_\_\_  
By: Mike Hahaj  
Its: Chairman, Board of Supervisors

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

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence  
or ☐ online notarization this \_\_\_\_ day of \_\_\_\_\_ 2024, by Mike Hahaj , as Chair of  
the Board of Supervisors of the East Nassau Stewardship District, on behalf of the District.

[notary seal]

\_\_\_\_\_  
(Official Notary Signature)  
Name: \_\_\_\_\_  
Personally Known OR Produced Identification:  
\_\_\_\_\_ (Type of Identification)



**Exhibit A**

Legal Description:

Wildlight Avenue (Variable Width Right of Way) as depicted on the East Nassau – Wildlight Pod 5 North Plat, recorded in the Official Records Book 2721, Page 1337, of the Public Records of Nassau County, Florida.

**EAST NASSAU  
STEWARDSHIP DISTRICT**

**STAFF  
REPORTS D**



August 1, 2024

East Nassau Stewardship District

RE: Operations Report – July 2024  
57 Homegrown Avenue, Unit 303  
Wildlight, FL 32097

Below, you will find a summary of operation items for July 2024. Please let me know if you have any questions.

## **GENERAL OPERATIONS/ADMINISTRATIVE**

### **MAINTENANCE**

- Ponds
  - Florida Waterways treated the ponds on 07/10 & 07/18 for shoreline and floating weeds. Several ponds have shown an increase of algae which was discussed with the pond maintenance contractor. See Exhibit “A.”
- Roadways
  - Speed humps located on Floco Ave adjacent to Daydream Ave was removed due to damage. As discussed at the July ENSD meeting, we have contacted a contractor to have the speed hump replaced.
- Boardwalks, Sidewalks & Trails
  - Staff completed the monthly inspections of all boardwalks, sidewalks, and trails. See Exhibit “B.”
- Drainage Inlets
  - No drainage issues were noted during recent inspections.

### **LANDSCAPING**

- Irrigation Inspections

- The Greenery conducted irrigation inspections throughout the month of July. Multiple repairs were made associated with lateral line breaks, broken heads and valve communication issues. See Exhibit “C.”
- Landscape Maintenance
  - The Greenery performed routine landscape maintenance throughout the common areas. Roger Kintz, Todd Haskett, and Kyle from The Greenery completed weekly inspections of all areas, noting any deficiencies and providing a timeline for correcting them. A punch list of items is reviewed and updated weekly. See Exhibit “D.”

Should you have any questions regarding this report, please contact [thaskett@ccmcnet.com](mailto:thaskett@ccmcnet.com).

Sincerely,

**CCMC**

Todd Haskett, CMCA, AMS, PCAM  
Field Operations Manager  
Email: [thaskett@ccmcnet.com](mailto:thaskett@ccmcnet.com)

## EXHIBIT “A”

Florida Waterways – July 2024 Pond Maintenance Reports

## Customer Service Report

Customer: Wildlight  
 Customer ID: J19267  
 Field Biologist: Paul Mosteller and Scott McCulloch

Date of Visit: 7/10/2024  
 Weather: 93 °F High  
70% ☁

### Waterway and Ditch Treatments

| Site                      | 4 | 5 | 6 | 7 | 8 | 15 | 16 | 17 | 18 | 19 | 20 |  |  |  |  |
|---------------------------|---|---|---|---|---|----|----|----|----|----|----|--|--|--|--|
| Algae                     |   |   |   | x |   |    |    |    |    |    |    |  |  |  |  |
| Submersed Weeds           |   |   |   | x |   |    |    |    |    |    |    |  |  |  |  |
| Shoreline Grasses & Brush | x | x |   |   |   |    |    |    | x  | x  |    |  |  |  |  |
| Floating Weeds            |   |   |   |   |   |    |    |    |    |    |    |  |  |  |  |
| Mosquito Larvicide        |   |   |   |   |   |    |    |    |    |    |    |  |  |  |  |
| Pond Dye                  |   |   |   |   |   |    |    |    |    |    |    |  |  |  |  |
| Inspection                |   |   | x |   |   | x  | x  | x  |    |    |    |  |  |  |  |
| Debris Removal            |   |   |   |   |   |    |    |    |    |    | x  |  |  |  |  |
| DO Test                   |   |   |   |   | x |    |    |    |    |    |    |  |  |  |  |

Comments: Pond 7 was treated for algae and submersed weeds. Ponds 4, 5, 18, and 19 were treated for shoreline grasses. A dissolved oxygen reading was taken on pond 8. Trash was removed from pond 20. Ponds 6, 15, 16, and 17 were inspected.

### 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

- |                                              |                                               |                                    |                                             |                                                                    |
|----------------------------------------------|-----------------------------------------------|------------------------------------|---------------------------------------------|--------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Bass     | <input type="checkbox"/> Anhinga              | <input type="checkbox"/> Woodstork | <input checked="" type="checkbox"/> Turtles | <input type="checkbox"/> Other Species:<br>_____<br>_____<br>_____ |
| <input checked="" type="checkbox"/> Bream    | <input checked="" type="checkbox"/> Cormorant | <input type="checkbox"/> Ducks     | <input type="checkbox"/> Snakes             |                                                                    |
| <input type="checkbox"/> Catfish             | <input type="checkbox"/> Egrets               | <input type="checkbox"/> Osprey    | <input type="checkbox"/> Alligator          |                                                                    |
| <input checked="" type="checkbox"/> Gambusia | <input type="checkbox"/> Herons               | <input type="checkbox"/> Ibis      | <input type="checkbox"/> Frogs              |                                                                    |

### Native/Beneficial Vegetation Noted

- |                                               |                                          |                                           |                                            |
|-----------------------------------------------|------------------------------------------|-------------------------------------------|--------------------------------------------|
| <input checked="" type="checkbox"/> Arrowhead | <input type="checkbox"/> Bulrush         | <input type="checkbox"/> Lotus            | <input type="checkbox"/> Slender Spikerush |
| <input checked="" type="checkbox"/> Cordgrass | <input checked="" type="checkbox"/> Lily | <input type="checkbox"/> Chara            | <input type="checkbox"/> Blue Flag Iris    |
| <input type="checkbox"/> Bacopa               | <input type="checkbox"/> Golden Canna    | <input checked="" type="checkbox"/> Naiad | <input type="checkbox"/> Bladderwort       |
| <input type="checkbox"/> Pickerelweed         | <input type="checkbox"/> Spatterdock     | <input type="checkbox"/> Eelgrass         | <input type="checkbox"/> Pondweed          |

Did you know? The manatee is Florida's official marine mammal. Fossils indicate they have been in Florida waters for millions of years.

## Customer Service Report

Customer: Wildlight  
Customer ID: J19267  
Field Biologist: Paul Mosteller and Scott McCulloch

Date of Visit: 7/10/2024  
Weather: 93 °F High  
70% ☁



Pond 04



Pond 05



Pond 06



Pond 07



Pond 08



Pond 15

Did you know? The manatee is Florida's official marine mammal. Fossils indicate they have been in Florida waters for millions of years.

## Customer Service Report

Customer: Wildlight  
Customer ID: J19267  
Field Biologist: Paul Mosteller and Scott McCulloch

Date of Visit: 7/10/2024  
Weather: 93 °F High  
70% ☁



Pond 16



Pond 17



Pond 19



Pond 20

Did you know? The manatee is Florida's official marine mammal. Fossils indicate they have been in Florida waters for millions of years.



## Customer Service Report

Customer: Wild Light  
 Customer ID: J19267  
 Field Biologist: Scott

Date of Visit: 7/18/2024  
 Weather: 93 °F High  
30% ☁

### Waterway and Ditch Treatments

| Site                      | 1 | 2 | 10 | 11 | 12 | 17 | 18 |  |  |  |  |  |  |  |  |
|---------------------------|---|---|----|----|----|----|----|--|--|--|--|--|--|--|--|
| Algae                     |   |   |    |    |    |    |    |  |  |  |  |  |  |  |  |
| Submersed Weeds           |   |   |    |    |    |    |    |  |  |  |  |  |  |  |  |
| Shoreline Grasses & Brush | X |   |    | X  | X  | X  | X  |  |  |  |  |  |  |  |  |
| Floating Weeds            |   |   |    |    |    |    |    |  |  |  |  |  |  |  |  |
| Mosquito Larvicide        |   |   |    |    |    |    |    |  |  |  |  |  |  |  |  |
| Pond Dye                  |   |   |    |    |    |    |    |  |  |  |  |  |  |  |  |
| Inspection                |   | X | X  |    |    |    |    |  |  |  |  |  |  |  |  |
| Debris Removal            |   |   |    |    |    |    |    |  |  |  |  |  |  |  |  |
|                           |   |   |    |    |    |    |    |  |  |  |  |  |  |  |  |

Comments: Treated the above noted ponds for shoreline grasses and brush.

### 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

- |                                           |                                    |                                    |                                    |                                         |
|-------------------------------------------|------------------------------------|------------------------------------|------------------------------------|-----------------------------------------|
| <input checked="" type="checkbox"/> Bass  | <input type="checkbox"/> Anhinga   | <input type="checkbox"/> Woodstork | <input type="checkbox"/> Turtles   | <input type="checkbox"/> Other Species: |
| <input checked="" type="checkbox"/> Bream | <input type="checkbox"/> Cormorant | <input type="checkbox"/> Ducks     | <input type="checkbox"/> Snakes    | _____                                   |
| <input type="checkbox"/> Catfish          | <input type="checkbox"/> Egrets    | <input type="checkbox"/> Osprey    | <input type="checkbox"/> Alligator | _____                                   |
| <input type="checkbox"/> Gambusia         | <input type="checkbox"/> Herons    | <input type="checkbox"/> Ibis      | <input type="checkbox"/> Frogs     | _____                                   |

### Native/Beneficial Vegetation Noted

- |                                               |                                       |                                   |                                            |
|-----------------------------------------------|---------------------------------------|-----------------------------------|--------------------------------------------|
| <input type="checkbox"/> Arrowhead            | <input type="checkbox"/> Bulrush      | <input type="checkbox"/> Lotus    | <input type="checkbox"/> Slender Spikerush |
| <input checked="" type="checkbox"/> Cordgrass | <input type="checkbox"/> Lily         | <input type="checkbox"/> Chara    | <input type="checkbox"/> Blue Flag Iris    |
| <input type="checkbox"/> Bacopa               | <input type="checkbox"/> Golden Canna | <input type="checkbox"/> Naiad    | <input type="checkbox"/> Bladderwort       |
| <input type="checkbox"/> Pickerelweed         | <input type="checkbox"/> Spatterdock  | <input type="checkbox"/> Eelgrass | <input type="checkbox"/> Pondweed          |

Did you know? The manatee is Florida's official marine mammal. Fossils indicate they have been in Florida waters for millions of years.

## Customer Service Report

Customer: Wild Light  
Customer ID: J19267  
Field Biologist: Scott

Date of Visit: 7/18/2024  
Weather: 93 °F High  
30% 🌧️



Pond 01



Pond 11



Pond 12 (2)



Pond 12



Pond 17



Pond 18

Did you know? The manatee is Florida's official marine mammal. Fossils indicate they have been in Florida waters for millions of years.

## Customer Service Report

Customer: Wildlight  
 Customer ID: J19267  
 Field Biologist: Paul Mosteller

Date of Visit: 7/18/2024  
 Weather: 93 °F High  
30% ☁

### Waterway and Ditch Treatments

| Site                      | 3 | 8 | 9 | 10 | 13 | 14 | 21 |  |  |  |  |  |  |  |  |
|---------------------------|---|---|---|----|----|----|----|--|--|--|--|--|--|--|--|
| Algae                     |   |   | x | x  | x  |    |    |  |  |  |  |  |  |  |  |
| Submersed Weeds           |   |   | x | x  |    | x  |    |  |  |  |  |  |  |  |  |
| Shoreline Grasses & Brush | x | x |   |    | x  |    |    |  |  |  |  |  |  |  |  |
| Floating Weeds            | x | x |   |    |    | x  |    |  |  |  |  |  |  |  |  |
| Mosquito Larvicide        |   |   |   |    |    |    |    |  |  |  |  |  |  |  |  |
| Pond Dye                  |   |   |   |    |    |    |    |  |  |  |  |  |  |  |  |
| Inspection                |   |   |   |    |    |    |    |  |  |  |  |  |  |  |  |
| Debris Removal            |   |   |   |    |    |    |    |  |  |  |  |  |  |  |  |
| DO Test                   |   |   |   |    |    |    | x  |  |  |  |  |  |  |  |  |

Comments: Ponds 3 and 8 were treated for shoreline grasses and water lillies. Ponds 9 and 10 were treated for algae and submersed weeds. Pond 13 was treated for shoreline grasses and algae. The water lillies on pond 14 were sprayed and submersed weeds were also sprayed. I took a dissolved oxygen test of pond 21 which resulted in 6 PPM (healthy for summertime).

### 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

- |                                              |                                               |                                           |                                               |                                                                    |
|----------------------------------------------|-----------------------------------------------|-------------------------------------------|-----------------------------------------------|--------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Bass     | <input type="checkbox"/> Anhinga              | <input type="checkbox"/> Woodstork        | <input checked="" type="checkbox"/> Turtles   | <input type="checkbox"/> Other Species:<br>_____<br>_____<br>_____ |
| <input checked="" type="checkbox"/> Bream    | <input checked="" type="checkbox"/> Cormorant | <input checked="" type="checkbox"/> Ducks | <input type="checkbox"/> Snakes               |                                                                    |
| <input type="checkbox"/> Catfish             | <input checked="" type="checkbox"/> Egrets    | <input type="checkbox"/> Osprey           | <input checked="" type="checkbox"/> Alligator |                                                                    |
| <input checked="" type="checkbox"/> Gambusia | <input type="checkbox"/> Herons               | <input type="checkbox"/> Ibis             | <input checked="" type="checkbox"/> Frogs     |                                                                    |

### Native/Beneficial Vegetation Noted

- |                                                  |                                          |                                           |                                                       |
|--------------------------------------------------|------------------------------------------|-------------------------------------------|-------------------------------------------------------|
| <input checked="" type="checkbox"/> Arrowhead    | <input type="checkbox"/> Bulrush         | <input type="checkbox"/> Lotus            | <input checked="" type="checkbox"/> Slender Spikerush |
| <input type="checkbox"/> Cordgrass               | <input checked="" type="checkbox"/> Lily | <input checked="" type="checkbox"/> Chara | <input type="checkbox"/> Blue Flag Iris               |
| <input checked="" type="checkbox"/> Bacopa       | <input type="checkbox"/> Golden Canna    | <input checked="" type="checkbox"/> Naiad | <input type="checkbox"/> Bladderwort                  |
| <input checked="" type="checkbox"/> Pickerelweed | <input type="checkbox"/> Spatterdock     | <input type="checkbox"/> Eelgrass         | <input checked="" type="checkbox"/> Pondweed          |

Did you know? The manatee is Florida's official marine mammal. Fossils indicate they have been in Florida waters for millions of years.

## Customer Service Report

Customer: Wildlight  
Customer ID: J19267  
Field Biologist: Paul Mosteller

Date of Visit: 7/18/2024  
Weather: 93 °F High  
30% ☁



Pond 03



Pond 08



Pond 09



Pond 10



Pond 13



Pond 14

Did you know? The manatee is Florida's official marine mammal. Fossils indicate they have been in Florida waters for millions of years.



## Customer Service Report

Customer: Wildlight  
Customer ID: J19267  
Field Biologist: Paul Mosteller

Date of Visit: 7/18/2024  
Weather: 93 °F High  
30% ☁



Pond 21

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 July 2024

## Wildlight Boarkwalk & Trail Safety Checklist

Minimum Frequency - Monthly

|                  |                               |
|------------------|-------------------------------|
| Inspection Date: | 7/11/2024                     |
| Inspector:       | Roger Kintz                   |
| Location:        | Wildlight Pioneer Park Docks. |

### Boardwalks

|  | OK |  |                                                       | Notes                              |
|--|----|--|-------------------------------------------------------|------------------------------------|
|  | Ok |  | Handrails are in good repair                          | Screw heads popping up. Corrected. |
|  | OK |  | No cracked or broken boards                           |                                    |
|  | Ok |  | No exposed/raised fasteners                           |                                    |
|  | Ok |  | Surfaces are splinter free                            |                                    |
|  | Ok |  | Surfaces are clean & free of trip hazards             |                                    |
|  | OK |  | Smooth transition between boardwalk and trail surface |                                    |
|  | Ok |  | Waste receptacles emptied                             |                                    |
|  | Ok |  | Warning signs in place                                |                                    |
|  | Ok |  | Surrounding vegetation clear of boardwalk             |                                    |

### Trails

|  | OK |  |                                                        | Notes |
|--|----|--|--------------------------------------------------------|-------|
|  | Ok |  | Surface material in good repair & free of trip hazards |       |
|  | Ok |  | Surface is weed and debris free                        |       |
|  | Ok |  | Transition areas are smooth & free of trip hazards     |       |
|  | Ok |  |                                                        |       |
|  | Ok |  | Shrubs & trees provide adequate clearance              |       |
|  | Ok |  | Concrete surfaces are clean                            |       |
|  | Ok |  | Surfaces are free of standing water                    |       |
|  | Ok |  | 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: | 7/11/2024             |
| Inspector:       | Roger Kintz           |
| Location:        | Dock behind St Clares |

### Boardwalks

|  | OK |  |                                                       | Notes |
|--|----|--|-------------------------------------------------------|-------|
|  | Ok |  | Handrails are in good repair                          |       |
|  | OK |  | No cracked or broken boards                           |       |
|  | Ok |  | No exposed/raised fasteners                           |       |
|  | Ok |  | Surfaces are splinter free                            |       |
|  | Ok |  | Surfaces are clean & free of trip hazards             |       |
|  | Ok |  | Smooth transition between boardwalk and trail surface |       |
|  | Ok |  | Waste receptacles emptied                             |       |
|  | Ok |  | Warning signs in place                                |       |
|  | Ok |  | Surrounding vegetation clear of boardwalk             |       |

### Trails

|  | OK |  |                                                        | Notes |
|--|----|--|--------------------------------------------------------|-------|
|  | Ok |  | Surface material in good repair & free of trip hazards |       |
|  | Ok |  | Surface is weed and debris free                        |       |
|  | Ok |  | Transition areas are smooth & free of trip hazards     |       |
|  | Ok |  | Free of damage & major cracks                          |       |
|  | Ok |  | Shrubs & trees provide adequate clearance              |       |
|  | Ok |  | Concrete surfaces are clean                            |       |
|  | Ok |  | Surfaces are free of standing water                    |       |
|  | Ok |  | 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: | 7/11/2024                              |
| Inspector:       | Roger Kintz                            |
| Location:        | Foret Park . Founders Park Mobility Tr |

### Boardwalks

|  | OK |  |                                                       | Notes |
|--|----|--|-------------------------------------------------------|-------|
|  | OK |  | Handrails are in good repair                          |       |
|  | OK |  | No cracked or broken boards                           |       |
|  | Ok |  | No exposed/raised fasteners                           |       |
|  | Ok |  | Surfaces are splinter free                            |       |
|  | Ok |  | Surfaces are clean & free of trip hazards             |       |
|  | Ok |  | Smooth transition between boardwalk and trail surface |       |
|  | Ok |  | Waste receptacles emptied                             |       |
|  | Ok |  | Warning signs in place                                |       |
|  | Ok |  | Surrounding vegetation clear of boardwalk             |       |

### Trails

|            |    |     |                                                        |       |
|------------|----|-----|--------------------------------------------------------|-------|
| Needs Work | OK | N/A |                                                        | Notes |
|            | Ok |     | Surface material in good repair & free of trip hazards |       |
|            | Ok |     | Surface is weed and debris free                        |       |
|            | Ok |     | Transition areas are smooth & free of trip hazards     |       |
|            | Ok |     | Free of damage & major cracks                          |       |
|            | Ok |     | Shrubs & trees provide adequate clearance              |       |
|            | Ok |     | Concrete surfaces are clean                            |       |
|            | Ok |     | 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: | 7/11/2024                         |
| Inspector:       | Roger Kintz                       |
| Location:        | Dock At Whistling Duck Inspection |

### Boardwalks

| Needs Work | OK |  |                                                       | Notes |
|------------|----|--|-------------------------------------------------------|-------|
|            | Ok |  | Handrails are in good repair                          |       |
|            | OK |  | No cracked or broken boards                           |       |
|            | Ok |  | No exposed/raised fasteners                           |       |
|            | Ok |  | Surfaces are splinter free                            |       |
|            | Ok |  | Surfaces are clean & free of trip hazards             |       |
|            | OK |  | Smooth transition between boardwalk and trail surface |       |
|            | Ok |  | Waste receptacles emptied                             |       |
|            | Ok |  | Warning signs in place                                |       |
|            | Ok |  | Surrounding vegetation clear of boardwalk             |       |

### Trails

| Needs Work | OK |  |                                                        | Notes |
|------------|----|--|--------------------------------------------------------|-------|
|            | Ok |  | Surface material in good repair & free of trip hazards |       |
|            | Ok |  | Surface is weed and debris free                        |       |
|            | Ok |  | Transition areas are smooth & free of trip hazards     |       |
|            | Ok |  | Free of damage & major cracks                          |       |
|            | Ok |  | Shrubs & trees provide adequate clearance              |       |
|            | Ok |  | Concrete surfaces are clean                            |       |
|            | Ok |  | Surfaces are free of standing water                    |       |
|            | Ok |  | 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: | 7/11/2024         |  |
| Inspector:       |                   |  |
| Location:        | Dock At Coin Toss |  |

### Boardwalks

| Needs Work |    |  |                                                       | Notes |
|------------|----|--|-------------------------------------------------------|-------|
|            | OK |  | Handrails are in good repair                          |       |
|            | OK |  | No cracked or broken boards                           |       |
|            | OK |  | No exposed/raised fasteners                           |       |
|            | Ok |  | Surfaces are splinter free                            |       |
|            | Ok |  | Surfaces are clean & free of trip hazards             |       |
|            | OK |  | Smooth transition between boardwalk and trail surface |       |
|            | Ok |  | Waste receptacles emptied                             |       |
|            | Ok |  | Warning signs in place                                |       |
|            | Ok |  | Surrounding vegetation clear of boardwalk             |       |

### Trails

| Needs Work | OK | N/A |                                                        | Notes |
|------------|----|-----|--------------------------------------------------------|-------|
|            | Ok |     | Surface material in good repair & free of trip hazards |       |
|            | Ok |     | Surface is weed and debris free                        |       |
|            | Ok |     | Transition areas are smooth & free of trip hazards     |       |
|            | Ok |     |                                                        |       |
|            | Ok |     | Shrubs & trees provide adequate clearance              |       |
|            | Ok |     | Concrete surfaces are clean                            |       |
|            | Ok |     | Surfaces are free of standing water                    |       |
|            | Ok |     | 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: | 7/11/2024                                    |
| Inspector:       | Roger Kintz                                  |
| Location:        | Concrete Sidewalk Along ST RD 200 Inspection |

### Boardwalks

| Needs Work | OK |  |                                                       | Notes |
|------------|----|--|-------------------------------------------------------|-------|
|            | Ok |  | Handrails are in good repair                          |       |
|            | OK |  | No cracked or broken boards                           |       |
|            | Ok |  | No exposed/raised fasteners                           |       |
|            | Ok |  | Surfaces are splinter free                            |       |
|            | Ok |  | Surfaces are clean & free of trip hazards             |       |
|            | Ok |  | Smooth transition between boardwalk and trail surface |       |
|            | Ok |  | Waste receptacles emptied                             |       |
|            | Ok |  | Warning signs in place                                |       |
|            | Ok |  | Surrounding vegetation clear of boardwalk             |       |

### Trails

| Needs Work | OK | N/A |                                                        | Notes |
|------------|----|-----|--------------------------------------------------------|-------|
|            | Ok |     | Surface material in good repair & free of trip hazards |       |
|            | Ok |     | Surface is weed and debris free                        |       |
|            | Ok |     | Transition areas are smooth & free of trip hazards     |       |
|            | Ok |     | Free of damage & major cracks                          |       |
|            | Ok |     | Shrubs & trees provide adequate clearance              |       |
|            | Ok |     | Concrete surfaces are clean                            |       |
|            | Ok |     | Surfaces are free of standing water                    |       |
|            | Ok |     | 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: | 7/11/2024                                     |
| Inspector:       | Roger Kintz                                   |
| Location:        | Concrete Sidewalk In Common Area Inspections. |

### Boardwalks

| Needs Work | OK |  |                                                       | Notes |
|------------|----|--|-------------------------------------------------------|-------|
|            | Ok |  | Handrails are in good repair                          |       |
|            | OK |  | No cracked or broken boards                           |       |
|            | Ok |  | No exposed/raised fasteners                           |       |
|            | Ok |  | Surfaces are splinter free                            |       |
|            | Ok |  | Surfaces are clean & free of trip hazards             |       |
|            | Ok |  | Smooth transition between boardwalk and trail surface |       |
|            | Ok |  | Waste receptacles emptied                             |       |
|            | Ok |  | Warning signs in place                                |       |
|            | Ok |  | Surrounding vegetation clear of boardwalk             |       |

### Trails

| Needs Work | OK    | N/A |                                                        | Notes |
|------------|-------|-----|--------------------------------------------------------|-------|
|            | Issue |     | Surface material in good repair & free of trip hazards |       |
|            | Ok    |     | Surface is weed and debris free                        |       |
|            | Ok    |     | Transition areas are smooth & free of trip hazards     |       |
|            | Issue |     | Free of damage & major cracks                          |       |
|            | Ok    |     | Shrubs & trees provide adequate clearance              |       |
|            | Ok    |     | Concrete surfaces are clean                            |       |
|            | Ok    |     | Surfaces are free of standing water                    |       |
|            | Ok    |     | 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: | 7/11/2024                           |
| Inspector:       | Roger Kintz                         |
| Location:        | Wildlight Boardwalk Along ST RD 200 |

### Boardwalks

| Needs Work | OK          | N/A |                                                       | Notes                                 |
|------------|-------------|-----|-------------------------------------------------------|---------------------------------------|
|            | Ok          |     | Handrails are in good repair                          |                                       |
|            | OK          |     | No cracked or broken boards                           |                                       |
|            | Ok          |     | No exposed/raised fasteners                           |                                       |
|            | Ok          |     | Surfaces are splinter free                            |                                       |
|            | Ok          |     | Surfaces are clean & free of trip hazards             |                                       |
|            | Ok          |     | Smooth transition between boardwalk and trail surface |                                       |
|            | Ok          |     | Waste receptacles emptied                             |                                       |
|            | Ok          |     | Warning signs in place                                |                                       |
|            | In Progress |     | Surrounding vegetation clear of boardwalk             | Some vegetation growing on handrails. |

### Trails

| Needs Work | OK | N/A |                                                        | Notes |
|------------|----|-----|--------------------------------------------------------|-------|
|            | Ok |     | Surface material in good repair & free of trip hazards |       |
|            | Ok |     | Surface is weed and debris free                        |       |
|            | Ok |     | Transition areas are smooth & free of trip hazards     |       |
|            | Ok |     | Free of damage & major cracks                          |       |
|            | Ok |     | Shrubs & trees provide adequate clearance              |       |
|            | Ok |     | Concrete surfaces are clean                            |       |
|            | Ok |     | Surfaces are free of standing water                    |       |
|            | Ok |     | 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 Boardwalk & Trail Safety Checklist

Minimum Frequency - Monthly

|                  |                               |
|------------------|-------------------------------|
| Inspection Date: | 7/11/2024                     |
| Inspector:       | Roger Kintz                   |
| Location:        | Hike and Bike Blacktop Trails |

### Boardwalks

| Needs Work | OK |  |                                                       | Notes |
|------------|----|--|-------------------------------------------------------|-------|
|            | Ok |  | Handrails are in good repair                          |       |
|            | OK |  | No cracked or broken boards                           |       |
|            | Ok |  | No exposed/raised fasteners                           |       |
|            | Ok |  | Surfaces are splinter free                            |       |
|            | Ok |  | Surfaces are clean & free of trip hazards             |       |
|            | Ok |  | Smooth transition between boardwalk and trail surface |       |
|            | Ok |  | Waste receptacles emptied                             |       |
|            | Ok |  | Warning signs in place                                |       |
|            | Ok |  | Surrounding vegetation clear of boardwalk             |       |

### Trails

| Needs Work | OK    | N/A          |                                                        | Notes                                                        |
|------------|-------|--------------|--------------------------------------------------------|--------------------------------------------------------------|
|            | Issue | In Progress. | Surface material in good repair & free of trip hazards | raised area of blacktop on Wildlight Ext just past Curiosity |
|            | Ok    |              | Surface is weed and debris free                        |                                                              |
|            | Ok    |              | Transition areas are smooth & free of trip hazards     |                                                              |
|            | Ok    |              | Free of damage & major cracks                          |                                                              |
|            | Ok    |              | Shrubs & trees provide adequate clearance              |                                                              |
|            | Ok    |              | Concrete surfaces are clean                            |                                                              |
|            | Ok    |              | Surfaces are free of standing water                    |                                                              |
|            | Ok    |              | 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: | 7/11/2024                      |
| Inspector:       | Roger Kintz                    |
| Location:        | Ponder Cr and Coin Toss Trail. |

### Boardwalks

| Needs Work | OK |  |                                                       | Notes |
|------------|----|--|-------------------------------------------------------|-------|
|            | Ok |  | Handrails are in good repair                          |       |
|            | OK |  | No cracked or broken boards                           |       |
|            | Ok |  | No exposed/raised fasteners                           |       |
|            | Ok |  | Surfaces are splinter free                            |       |
|            | Ok |  | Surfaces are clean & free of trip hazards             |       |
|            | Ok |  | Smooth transition between boardwalk and trail surface |       |
|            | Ok |  | Waste receptacles emptied                             |       |
|            | Ok |  | Warning signs in place                                |       |
|            | Ok |  | Surrounding vegetation clear of boardwalk             |       |

### Trails

| Needs Work | OK | N/A |                                                        | Notes |
|------------|----|-----|--------------------------------------------------------|-------|
|            | OK |     | Surface material in good repair & free of trip hazards |       |
|            | Ok |     | Surface is weed and debris free                        |       |
|            | Ok |     | Transition areas are smooth & free of trip hazards     |       |
|            | Ok |     | Free of damage & major cracks                          |       |
|            | Ok |     | Shrubs & trees provide adequate clearance              |       |
|            | Ok |     | Concrete surfaces are clean                            |       |
|            | Ok |     | Surfaces are free of standing water                    |       |
|            | Ok |     | 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 – July 2024 Irrigation Inspection Reports

# Irrigation Technical Inspection Report

|                       |     |                   |       |      |      |                       |  |                                   |  |
|-----------------------|-----|-------------------|-------|------|------|-----------------------|--|-----------------------------------|--|
| Irrigation Controller |     | Source Connection |       |      |      | Site Name             |  | Anejo                             |  |
| Location              |     | Location          |       |      |      | Location              |  |                                   |  |
| Type/Size             |     | Size              |       |      |      | Technician            |  | Sill                              |  |
| Rain Gauge            | Y N | Source            | Meter | Well | Pump | Date of Inspection    |  | 7-8-21                            |  |
| Power On              | Y N | Read Meter        |       |      |      |                       |  |                                   |  |
| General Information   |     | Backflow          | Y     | N    |      | A. 3:00 AM Set to Run |  | Odd Even Every Days               |  |
| PRV                   |     | PRV               | Y     | N    |      | (or) Days of Week     |  | S M <u>W</u> <u>Th</u> F <u>S</u> |  |
| 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<br>(Rotor, Spray, Drip, etc.) | Plant Type |       |        | Pipes | Broken Heads       |                 |                   |             |                   | Cleaned/Replaced Nozzle | Comments & Recommendations |
|------|------------|-----------------------------------------|------------|-------|--------|-------|--------------------|-----------------|-------------------|-------------|-------------------|-------------------------|----------------------------|
|      |            |                                         | Turf       | Shrub | Annual |       | Lateral Line Break | Turf Spray (4") | Shrub Spray (12") | Fixed Riser | Gear Driven Rotor |                         |                            |
| 20   | 1          | S                                       |            |       |        |       |                    |                 |                   |             |                   | 2                       |                            |
| 20   | 2          | S                                       |            |       |        |       |                    |                 |                   |             |                   |                         |                            |
|      | 3          |                                         |            |       |        |       |                    |                 |                   |             |                   |                         |                            |
|      | 4          |                                         |            |       |        |       |                    |                 |                   |             |                   |                         |                            |
|      | 5          |                                         |            |       |        |       |                    |                 |                   |             |                   |                         |                            |
|      | 6          |                                         |            |       |        |       |                    |                 |                   |             |                   |                         |                            |
|      | 7          |                                         |            |       |        |       |                    |                 |                   |             |                   |                         |                            |
|      | 8          |                                         |            |       |        |       |                    |                 |                   |             |                   |                         |                            |
|      | 9          |                                         |            |       |        |       |                    |                 |                   |             |                   |                         |                            |
|      | 10         |                                         |            |       |        |       |                    |                 |                   |             |                   |                         |                            |
|      | 11         |                                         |            |       |        |       |                    |                 |                   |             |                   |                         |                            |
|      | 12         |                                         |            |       |        |       |                    |                 |                   |             |                   |                         |                            |
|      | 13         |                                         |            |       |        |       |                    |                 |                   |             |                   |                         |                            |
|      | 14         |                                         |            |       |        |       |                    |                 |                   |             |                   |                         |                            |
|      | 15         |                                         |            |       |        |       |                    |                 |                   |             |                   |                         |                            |
|      | 16         |                                         |            |       |        |       |                    |                 |                   |             |                   |                         |                            |
|      | 17         |                                         |            |       |        |       |                    |                 |                   |             |                   |                         |                            |
|      | 18         |                                         |            |       |        |       |                    |                 |                   |             |                   |                         |                            |
|      | 19         |                                         |            |       |        |       |                    |                 |                   |             |                   |                         |                            |
|      | 20         |                                         |            |       |        |       |                    |                 |                   |             |                   |                         |                            |

Proposal Items: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# Irrigation Technical Inspection Report

|                       |     |                   |                 |                     |  |                          |  |
|-----------------------|-----|-------------------|-----------------|---------------------|--|--------------------------|--|
| Irrigation Controller |     | Source Connection |                 | Site Name           |  | Front Entry clock 1 of 3 |  |
| Location              |     | Location          |                 | Location            |  |                          |  |
| Type/Size             |     | Size              |                 | Technician          |  | J.H.                     |  |
| Rain Gauge            | Y N | Source            | Meter Well Pump | Date of Inspection  |  | 7-8-24                   |  |
| Power On              | Y N | Read Meter        |                 |                     |  |                          |  |
| General Information   |     | Backflow          | Y N             | A. 11 PM Set to Run |  | Odd Even Every Days      |  |
| PRV                   |     | PRV               | Y N             | (or) Days of Week   |  | ③ M Tu ④ Th ⑤ S          |  |
| Master                |     | Master            | Y N             | B. 11 PM Set to Run |  | Odd Even Every Days      |  |
| Valve                 |     | Valve             |                 | (or) Days of Week   |  | S M ④ W ⑤ F ③            |  |

## Repairs Proposal or Completed Repairs

| Zone | Head Type<br>(Rotor, Spray, Drip, etc.) | Plant Type |       |        | Pipes              | Broken Heads    |                   |             |                   | Cleaned/Replaced Nozzle | Comments & Recommendations                              |
|------|-----------------------------------------|------------|-------|--------|--------------------|-----------------|-------------------|-------------|-------------------|-------------------------|---------------------------------------------------------|
|      |                                         | Turf       | Shrub | Annual | Lateral Line Break | Turf Spray (4") | Shrub Spray (12") | Fixed Riser | Gear Driven Rotor |                         |                                                         |
| 1    | S                                       | /          | /     |        |                    |                 |                   |             |                   |                         |                                                         |
| 2    |                                         |            |       |        |                    |                 |                   |             |                   |                         | MIA                                                     |
| 3    |                                         |            |       |        |                    |                 |                   |             |                   |                         | MIA                                                     |
| 4    |                                         |            |       |        |                    |                 |                   |             |                   |                         | <del>Stuck valve</del> <del>Stuck valve</del> MIA       |
| 5    |                                         | /          |       |        |                    |                 |                   |             |                   |                         | <del>Stuck valve</del> stuck valve - turned off @ valve |
| 6    |                                         |            |       |        |                    |                 |                   |             |                   |                         | ? MIA                                                   |
| 7    | S                                       |            |       |        |                    |                 |                   |             |                   |                         | Stuck valve - turned off at valve                       |
| 8    | S                                       |            |       |        |                    |                 |                   |             |                   |                         |                                                         |
| 9    |                                         |            |       |        |                    |                 |                   |             |                   |                         | MIA                                                     |
| 10   | S                                       | /          | /     |        |                    |                 |                   |             |                   |                         |                                                         |
| 11   | S                                       | /          | /     |        |                    |                 |                   |             |                   | 1                       | Nozzle                                                  |
| 12   | S                                       | /          | /     |        |                    |                 |                   |             |                   |                         |                                                         |
| 13   | S                                       | /          | /     |        |                    |                 |                   |             |                   |                         |                                                         |
| 14   | S                                       | /          | /     |        |                    |                 |                   |             |                   |                         |                                                         |
| 15   | S                                       | /          | /     |        |                    |                 |                   |             |                   | 2                       | Nozzles                                                 |
| 16   | S                                       | /          | /     |        |                    |                 |                   |             |                   |                         |                                                         |
| 17   | S                                       | /          | /     |        |                    |                 |                   |             |                   |                         |                                                         |
| 18   | S                                       | /          | /     |        |                    |                 |                   |             |                   |                         |                                                         |
| 19   |                                         |            |       |        |                    |                 |                   |             |                   |                         |                                                         |
| 20   | R                                       | /          | /     |        |                    |                 |                   |             |                   | 1                       | 1 Rotor head                                            |

Proposal Items:

# Irrigation Technical Inspection Report

|                       |     |                   |       |      |      |                     |  |                         |  |
|-----------------------|-----|-------------------|-------|------|------|---------------------|--|-------------------------|--|
| Irrigation Controller |     | Source Connection |       |      |      | Site Name           |  | Front Entry door 2 of 3 |  |
| Location              |     | Location          |       |      |      | Location            |  |                         |  |
| Type/Size             |     | Size              |       |      |      | Technician          |  | Jah                     |  |
| Rain Gauge            | Y N | Source            | Meter | Well | Pump | Date of Inspection  |  | 7-8-24                  |  |
| Power On              | Y N | Read Meter        |       |      |      |                     |  |                         |  |
| General Information   |     | Backflow          | Y     | N    |      | A. 11 pm Set to Run |  | Odd Even Every Days     |  |
| PRV                   |     | PRV               | Y     | N    |      | (or) Days of Week   |  | ⑤ M Tu ⑥ Th ③ S         |  |
| Master                |     | Master            | Y     | N    |      | B. 11 pm Set to Run |  | Odd Even Every Days     |  |
| Valve                 |     | Valve             |       |      |      | (or) Days of Week   |  | S M Tu W Th F ③         |  |

## Repairs Proposal or Completed Repairs

| Controller |                                         | Plant Type |       |        | Pipes              | Broken Heads    |                   |             |                   |                         | Comments & Recommendations |
|------------|-----------------------------------------|------------|-------|--------|--------------------|-----------------|-------------------|-------------|-------------------|-------------------------|----------------------------|
| Zone       | Head Type<br>(Rotor, Spray, Drip, etc.) | Turf       | Shrub | Annual | Lateral Line Break | Turf Spray (4") | Shrub Spray (12") | Fixed Riser | Gear Driven Rotor | Cleaned/Replaced Nozzle |                            |
| 1          | R                                       | /          |       |        |                    |                 |                   |             |                   |                         |                            |
| 2          |                                         |            |       |        |                    |                 |                   |             |                   |                         | B                          |
| 3          |                                         |            |       |        |                    |                 |                   |             |                   |                         | B                          |
| 4          |                                         |            |       |        |                    |                 |                   |             |                   |                         | B                          |
| 5          |                                         |            |       |        |                    |                 |                   |             |                   |                         | B                          |
| 6          | R                                       | /          |       |        |                    |                 |                   |             |                   |                         |                            |
| 7          |                                         |            |       |        |                    |                 |                   |             |                   |                         | MIA                        |
| 8          | S                                       | /          | /     |        |                    |                 |                   |             |                   |                         |                            |
| 9          | S                                       | /          | /     |        |                    |                 |                   |             |                   |                         |                            |
| 10         |                                         |            |       |        |                    |                 |                   |             |                   |                         | MIA                        |
| 11         |                                         |            |       |        |                    |                 |                   |             |                   |                         | MIA                        |
| 12         | S                                       | /          | /     |        |                    |                 |                   |             |                   |                         |                            |
| 13         | S                                       | /          | /     |        |                    |                 |                   |             |                   | 2                       | Nozzles                    |
| 14         |                                         |            |       |        |                    |                 |                   |             |                   |                         |                            |
| 15         |                                         |            |       |        |                    |                 |                   |             |                   |                         |                            |
| 16         |                                         |            |       |        |                    |                 |                   |             |                   |                         |                            |
| 17         |                                         |            |       |        |                    |                 |                   |             |                   |                         |                            |
| 18         |                                         |            |       |        |                    |                 |                   |             |                   |                         |                            |
| 19         |                                         |            |       |        |                    |                 |                   |             |                   |                         |                            |
| 20         |                                         |            |       |        |                    |                 |                   |             |                   |                         |                            |

Proposal Items:



# Irrigation Technical Inspection Report

|                       |     |                   |       |      |      |                       |  |                         |  |
|-----------------------|-----|-------------------|-------|------|------|-----------------------|--|-------------------------|--|
| Irrigation Controller |     | Source Connection |       |      |      | Site Name             |  | Front entry clock 3 & 5 |  |
| Location              |     | Location          |       |      |      | Location              |  |                         |  |
| Type/Size             |     | Size              |       |      |      | Technician            |  | Jell                    |  |
| Rain Gauge            | Y N | Source            | Meter | Well | Pump | Date of Inspection    |  | 7-8-24                  |  |
| Power On              | Y N | Read Meter        |       |      |      |                       |  |                         |  |
| General Information   |     | Backflow          | Y     | N    |      | A 11 00 AM Set to Run |  | Odd Even Every Days     |  |
| PRV                   |     | PRV               | Y     | N    |      | (or) Days of Week     |  | Su Tu W Th F S          |  |
| Master                |     | Master            | Y     | N    |      | 3 11 00 PM Set to Run |  | Odd Even Every Days     |  |
| Valve                 |     | Valve             |       |      |      | (or) Days of Week     |  | S M Tu W Th F Su        |  |

## Repairs Proposal or Completed Repairs

| Controller |                                         | Plant Type | Pipes | Broken Heads |                    |                 |                   |             |                   | Comments & Recommendations |                             |
|------------|-----------------------------------------|------------|-------|--------------|--------------------|-----------------|-------------------|-------------|-------------------|----------------------------|-----------------------------|
| Zone       | Head Type<br>(Rotor, Spray, Drip, etc.) | Turf       | Shrub | Annual       | Lateral Line Break | Turf Spray (4") | Shrub Spray (12") | Fixed Riser | Gear Driven Rotor |                            | Cleaned/Replaced Nozzle     |
| 1          | R                                       | /          | /     |              |                    |                 |                   |             |                   |                            |                             |
| 2          | R                                       | /          | /     |              |                    |                 |                   |             |                   |                            |                             |
| 3          | R                                       | /          | /     |              |                    |                 |                   |             |                   |                            |                             |
| 4          | R                                       | /          | /     |              |                    |                 |                   |             | 1                 |                            | stuck rotor head / replaced |
| 5          | R                                       | /          | /     |              |                    |                 |                   |             |                   |                            |                             |
| 6          | R                                       | /          | /     |              |                    |                 |                   |             |                   |                            |                             |
| 7          | R                                       | /          | /     |              |                    |                 |                   |             |                   |                            |                             |
| 8          |                                         |            |       |              |                    |                 |                   |             |                   |                            | MIA                         |
| 9          | S                                       | /          | /     |              |                    |                 |                   |             |                   |                            |                             |
| 10         | S                                       | /          | /     |              |                    |                 |                   |             |                   |                            |                             |
| 11         | S                                       | /          | /     |              |                    |                 |                   |             |                   |                            |                             |
| 12         | S                                       | /          | /     |              |                    |                 |                   |             |                   |                            |                             |
| 13         |                                         |            |       |              |                    |                 |                   |             |                   |                            | MIA                         |
| 14         |                                         |            |       |              |                    |                 |                   |             |                   |                            | MIA                         |
| 15         |                                         |            |       |              |                    |                 |                   |             |                   |                            | MIA                         |
| 16         | R                                       | /          | /     |              |                    |                 |                   |             |                   |                            |                             |
| 17         | R                                       | /          | /     |              |                    |                 |                   |             |                   |                            |                             |
| 18         | R                                       | /          | /     |              |                    |                 |                   |             |                   |                            |                             |
| 19         | R                                       | /          | /     |              |                    |                 |                   |             |                   |                            |                             |
| 20         |                                         |            |       |              |                    |                 |                   |             |                   |                            |                             |

Proposal Items:

# Irrigation Technical Inspection Report

|                       |     |                   |       |      |      |                       |  |                     |  |
|-----------------------|-----|-------------------|-------|------|------|-----------------------|--|---------------------|--|
| Irrigation Controller |     | Source Connection |       |      |      | Site Name             |  | Wildlight Office    |  |
| Location              |     | Location          |       |      |      | Location              |  | Hinsdale / Plaza    |  |
| Type/Size             |     | Size              |       |      |      | Technician            |  | Jill                |  |
| Rain Gauge            | Y N | Source            | Meter | Well | Pump | Date of Inspection    |  | 7-8-24              |  |
| Power On              | Y N | Read Meter        |       |      |      |                       |  |                     |  |
| General Information   |     | Backflow          | Y     | N    |      | A 10:00 PM 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  | Controller | Head Type<br>(Rotor, Spray, Drip, etc.) | Plant Type |       |        | Pipes              |  | Broken Heads    |                   |             |                   |                         | Comments & Recommendations                |
|-------|------------|-----------------------------------------|------------|-------|--------|--------------------|--|-----------------|-------------------|-------------|-------------------|-------------------------|-------------------------------------------|
|       |            |                                         | Turf       | Shrub | Annual | Lateral Line Break |  | Turf Spray (4") | Shrub Spray (12") | Fixed Riser | Gear Driven Rotor | Cleaned/Replaced Nozzle |                                           |
| 15 1  | D          |                                         |            |       |        | 1                  |  |                 |                   |             |                   |                         | Repaired drip line break by 100 ft. long. |
| 15 2  | S          |                                         |            |       |        |                    |  |                 |                   |             |                   |                         |                                           |
| 15 3  | S          |                                         |            |       |        |                    |  |                 |                   |             |                   |                         |                                           |
| 15 4  | S          |                                         |            |       |        |                    |  |                 |                   |             |                   |                         |                                           |
| 15 5  | R          |                                         |            |       |        |                    |  |                 |                   |             |                   |                         |                                           |
| 15 6  | S          |                                         |            |       |        |                    |  |                 |                   |             |                   |                         |                                           |
| 15 7  | S          |                                         |            |       |        |                    |  |                 |                   |             |                   |                         |                                           |
| 15 8  | S          |                                         |            |       |        |                    |  |                 |                   |             |                   |                         |                                           |
| 15 9  | D          |                                         |            |       |        |                    |  |                 |                   |             |                   |                         |                                           |
| 15 10 | D          |                                         |            |       |        |                    |  |                 |                   |             |                   |                         |                                           |
| 15 11 | D          |                                         |            |       |        |                    |  |                 |                   |             |                   |                         |                                           |
| 15 12 | D          |                                         |            |       |        |                    |  |                 |                   |             |                   |                         |                                           |
| 13    |            |                                         |            |       |        |                    |  |                 |                   |             |                   |                         |                                           |
| 14    |            |                                         |            |       |        |                    |  |                 |                   |             |                   |                         |                                           |
| 15    |            |                                         |            |       |        |                    |  |                 |                   |             |                   |                         |                                           |
| 16    |            |                                         |            |       |        |                    |  |                 |                   |             |                   |                         |                                           |
| 17    |            |                                         |            |       |        |                    |  |                 |                   |             |                   |                         |                                           |
| 18    |            |                                         |            |       |        |                    |  |                 |                   |             |                   |                         |                                           |
| 19    |            |                                         |            |       |        |                    |  |                 |                   |             |                   |                         |                                           |
| 20    |            |                                         |            |       |        |                    |  |                 |                   |             |                   |                         |                                           |

Proposal Items:

# Irrigation Technical Inspection Report

|                       |     |                   |       |      |      |                       |  |                     |  |
|-----------------------|-----|-------------------|-------|------|------|-----------------------|--|---------------------|--|
| Irrigation Controller |     | Source Connection |       |      |      | Site Name             |  | Mocana clock 1.5 2  |  |
| Location              |     | Location          |       |      |      | Location              |  |                     |  |
| Type/Size             |     | Size              |       |      |      | Technician            |  | Jett                |  |
| Rain Gauge            | Y N | Source            | Meter | Well | Pump | Date of Inspection    |  | 7-8-24              |  |
| Power On              | Y N | Read Meter        |       |      |      |                       |  |                     |  |
| General Information   |     | Backflow          | Y N   |      |      | A. 2:00 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   |      |      | B. 2:00 AM 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<br>(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    | S                                       | /    | /     |        |                    |                 |                   |             |                   |                         |                                  |
| 2    |                                         |      |       |        |                    |                 |                   |             |                   |                         | MIA                              |
| 3    |                                         |      |       |        |                    |                 |                   |             |                   |                         | MIA                              |
| 4    |                                         |      |       |        |                    |                 |                   |             |                   |                         | MIA                              |
| 5    |                                         |      |       |        |                    |                 |                   |             |                   |                         | MIA                              |
| 6    | S                                       | /    | /     |        |                    |                 |                   |             |                   |                         |                                  |
| 7    |                                         |      |       |        |                    |                 |                   |             |                   |                         | MIA                              |
| 8    | D                                       |      |       |        |                    |                 |                   |             |                   |                         | NOT LOCATED                      |
| 9    |                                         | /    | /     |        |                    |                 |                   |             |                   |                         |                                  |
| 10   |                                         | /    | /     |        |                    |                 |                   |             |                   |                         |                                  |
| 11   | S                                       |      |       |        |                    |                 |                   |             |                   |                         | Broken line by ship sign @ Floco |
| 12   |                                         |      |       |        |                    |                 |                   |             |                   |                         | MIA                              |
| 13   |                                         |      |       |        |                    |                 |                   |             |                   |                         | MIA                              |
| 14   | S                                       | /    | /     |        |                    |                 |                   |             |                   |                         |                                  |
| 15   | S                                       | /    | /     |        |                    |                 |                   |             |                   |                         |                                  |
| 16   |                                         | /    | /     |        |                    |                 |                   |             |                   |                         | line cut/capped for const.       |
| 17   |                                         |      |       |        |                    |                 |                   |             |                   |                         |                                  |
| 18   |                                         |      |       |        |                    |                 |                   |             |                   |                         |                                  |
| 19   |                                         |      |       |        |                    |                 |                   |             |                   |                         |                                  |
| 20   |                                         |      |       |        |                    |                 |                   |             |                   |                         |                                  |

Proposal Items:



# Irrigation Technical Inspection Report

|                       |     |                   |       |      |      |                    |  |                                                  |  |        |  |
|-----------------------|-----|-------------------|-------|------|------|--------------------|--|--------------------------------------------------|--|--------|--|
| Irrigation Controller |     | Source Connection |       |      |      | Site Name          |  | Mocama Creek                                     |  | 2 of 2 |  |
| Location              |     | Location          |       |      |      | Location           |  |                                                  |  |        |  |
| Type/Size             |     | Size              |       |      |      | Technician         |  | Jett                                             |  |        |  |
| Rain Gauge            | Y N | Source            | Meter | Well | Pump | Date of Inspection |  | 7-8-21                                           |  |        |  |
| Power On              | Y N | Read Meter        |       |      |      |                    |  |                                                  |  |        |  |
| General Information   |     | Backflow          | Y     | N    |      | A 2 PM Set to Run  |  | Odd Even Every Days                              |  |        |  |
| PRV                   |     | PRV               | Y     | N    |      | (or) Days of Week  |  | ③ M Tu <del>W</del> Th ⑤ S                       |  |        |  |
| Master                |     | Master            | Y     | N    |      | B 2 AM Set to Run  |  | Odd Even Every Days                              |  |        |  |
| Valve                 |     | Valve             |       |      |      | (or) Days of Week  |  | S M <del>Tu</del> W <del>Th</del> F <del>S</del> |  |        |  |

## Repairs Proposal or Completed Repairs

| Controller | Plant Type                              | Pipes | Broken Heads |        |                    |                 |                   |             |                   |                         |  | Comments & Recommendations |
|------------|-----------------------------------------|-------|--------------|--------|--------------------|-----------------|-------------------|-------------|-------------------|-------------------------|--|----------------------------|
| Zone       | Head Type<br>(Rotor, Spray, Drip, etc.) | Turf  | Shrub        | Annual | Lateral Line Break | Turf Spray (4") | Shrub Spray (12") | Fixed Riser | Gear Driven Rotor | Cleaned/Replaced Nozzle |  |                            |
| 17. 20     | 1 S                                     | /     | /            |        |                    |                 |                   |             |                   |                         |  |                            |
| 18. 30     | 2 S                                     | /     | /            |        |                    |                 |                   |             |                   |                         |  |                            |
| 19. 40     | 3 S                                     | /     | /            |        |                    |                 |                   |             |                   |                         |  |                            |
| 20. 40     | 4 R                                     | /     | /            |        |                    |                 |                   |             |                   |                         |  |                            |
| 21. 40     | 5 S                                     | /     | /            |        |                    |                 |                   |             |                   |                         |  |                            |
| 22. 40     | 6 R                                     | /     | /            |        |                    |                 |                   |             |                   |                         |  |                            |
| 23. 40     | 7 S                                     | /     | /            |        |                    |                 |                   |             |                   |                         |  |                            |
| 8          |                                         |       |              |        |                    |                 |                   |             |                   |                         |  |                            |
| 9          |                                         |       |              |        |                    |                 |                   |             |                   |                         |  |                            |
| 10         |                                         |       |              |        |                    |                 |                   |             |                   |                         |  |                            |
| 11         |                                         |       |              |        |                    |                 |                   |             |                   |                         |  |                            |
| 12         |                                         |       |              |        |                    |                 |                   |             |                   |                         |  |                            |
| 13         |                                         |       |              |        |                    |                 |                   |             |                   |                         |  |                            |
| 14         |                                         |       |              |        |                    |                 |                   |             |                   |                         |  |                            |
| 15         |                                         |       |              |        |                    |                 |                   |             |                   |                         |  |                            |
| 16         |                                         |       |              |        |                    |                 |                   |             |                   |                         |  |                            |
| 17         |                                         |       |              |        |                    |                 |                   |             |                   |                         |  |                            |
| 18         |                                         |       |              |        |                    |                 |                   |             |                   |                         |  |                            |
| 19         |                                         |       |              |        |                    |                 |                   |             |                   |                         |  |                            |
| 20         |                                         |       |              |        |                    |                 |                   |             |                   |                         |  |                            |

Proposal Items:



# Irrigation Technical Inspection Report

|                       |     |                   |       |      |      |                       |  |                                   |  |
|-----------------------|-----|-------------------|-------|------|------|-----------------------|--|-----------------------------------|--|
| Irrigation Controller |     | Source Connection |       |      |      | Site Name             |  | Tasty's                           |  |
| Location              |     | Location          |       |      |      | Location              |  |                                   |  |
| Type/Size             |     | Size              |       |      |      | Technician            |  | JLR                               |  |
| Rain Gauge            | Y N | Source            | Meter | Well | Pump | Date of Inspection    |  | 7-8-24                            |  |
| Power On              | Y N | Read Meter        |       |      |      |                       |  |                                   |  |
| General Information   |     | Backflow          | Y     | N    |      | A. 3.02 AM Set to Run |  | Odd Even Every Days               |  |
| PRV                   |     | PRV               | Y     | N    |      | (or) Days of Week     |  | S M <u>W</u> <u>Th</u> F <u>S</u> |  |
| 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 |        |                    |                 |                   |             |                   | Comments & Recommendations |                          |
|------------|-----------------------------------------|-------|--------------|--------|--------------------|-----------------|-------------------|-------------|-------------------|----------------------------|--------------------------|
| Zone       | Head Type<br>(Rotor, Spray, Drip, etc.) | Turf  | Shrub        | Annual | Lateral Line Break | Turf Spray (4") | Shrub Spray (12") | Fixed Riser | Gear Driven Rotor |                            | Cleaned/Replaced Nozzle  |
| 10         | 1                                       | S     | /            |        |                    |                 |                   |             |                   |                            |                          |
| 10         | 2                                       | S     | /            |        |                    |                 |                   |             |                   |                            |                          |
| 30         | 3                                       | S     | /            | /      |                    |                 |                   | 1           |                   | 2                          | 1/2 coupling / 2 nozzles |
| 10         | 4                                       | S     | /            | /      |                    |                 |                   |             |                   |                            |                          |
| 10         | 5                                       | S     | /            | /      |                    |                 |                   |             |                   |                            |                          |
| 15         | 6                                       | SR    | /            | /      |                    |                 |                   |             |                   | 1                          | 1 nozzle                 |
| 10         | 7                                       | S     | /            | /      |                    |                 |                   |             |                   |                            |                          |
| 10         | 8                                       | D     | /            |        |                    |                 |                   |             |                   |                            |                          |
|            | 9                                       |       |              |        |                    |                 |                   |             |                   |                            |                          |
|            | 10                                      |       |              |        |                    |                 |                   |             |                   |                            |                          |
|            | 11                                      |       |              |        |                    |                 |                   |             |                   |                            |                          |
|            | 12                                      |       |              |        |                    |                 |                   |             |                   |                            |                          |
|            | 13                                      |       |              |        |                    |                 |                   |             |                   |                            |                          |
|            | 14                                      |       |              |        |                    |                 |                   |             |                   |                            |                          |
|            | 15                                      |       |              |        |                    |                 |                   |             |                   |                            |                          |
|            | 16                                      |       |              |        |                    |                 |                   |             |                   |                            |                          |
|            | 17                                      |       |              |        |                    |                 |                   |             |                   |                            |                          |
|            | 18                                      |       |              |        |                    |                 |                   |             |                   |                            |                          |
|            | 19                                      |       |              |        |                    |                 |                   |             |                   |                            |                          |
|            | 20                                      |       |              |        |                    |                 |                   |             |                   |                            |                          |

Proposal Items:

# Irrigation Technical Inspection Report

|                       |     |                   |       |      |      |                    |  |                                                                                                                                                            |  |
|-----------------------|-----|-------------------|-------|------|------|--------------------|--|------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| Irrigation Controller |     | Source Connection |       |      |      | Site Name          |  | Rayonier Bldg                                                                                                                                              |  |
| Location              |     | Location          |       |      |      | Location           |  |                                                                                                                                                            |  |
| Type/Size             |     | Size              |       |      |      | Technician         |  | JCH                                                                                                                                                        |  |
| Rain Gauge            | Y N | Source            | Meter | Well | Pump | Date of Inspection |  | 7-9-24                                                                                                                                                     |  |
| Power On              | Y N | Read Meter        |       |      |      |                    |  |                                                                                                                                                            |  |
| General Information   |     | Backflow          | Y     | N    |      | 1:30 AM Set to Run |  | Odd Even Every Days                                                                                                                                        |  |
| PRV                   |     | PRV               | Y     | N    |      | (or) Days of Week  |  | S <input checked="" type="checkbox"/> Tu <input checked="" type="checkbox"/> W <input checked="" type="checkbox"/> F <input checked="" type="checkbox"/> 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<br>(Rotor, Spray, Drip, etc.) | Plant Type |       |        | Pipes              |                 | Broken Heads      |             |                   |                         | Comments & Recommendations |
|------|------------|-----------------------------------------|------------|-------|--------|--------------------|-----------------|-------------------|-------------|-------------------|-------------------------|----------------------------|
|      |            |                                         | Turf       | Shrub | Annual | Lateral Line Break | Turf Spray (4") | Shrub Spray (12") | Fixed Riser | Gear Driven Rotor | Cleaned/Replaced Nozzle |                            |
| 10   | 1          | S                                       |            | /     |        |                    |                 |                   |             |                   |                         |                            |
| 10   | 2          |                                         |            |       |        |                    |                 |                   |             |                   |                         | MIA / locate & repair      |
| 10   | 3          | L                                       |            | /     |        |                    |                 |                   |             |                   |                         |                            |
| 10   | 4          | S                                       |            | /     |        |                    |                 |                   |             |                   |                         |                            |
| 10   | 5          |                                         |            |       |        |                    |                 |                   |             |                   |                         | MIA " "                    |
| 10   | 6          |                                         |            |       |        |                    |                 |                   |             |                   |                         | MIA " "                    |
| 10   | 7          | S                                       |            | /     |        |                    |                 |                   |             |                   |                         |                            |
| 10   | 8          | S                                       | /          | /     |        |                    |                 |                   |             |                   |                         |                            |
| 10   | 9          | S                                       | /          | /     |        |                    |                 |                   |             |                   |                         |                            |
| 10   | 10         | S                                       | /          | /     |        |                    |                 |                   |             |                   |                         |                            |
| 10   | 11         | S                                       | /          | /     |        |                    |                 |                   |             |                   |                         |                            |
| 10   | 12         | S                                       | /          | /     |        |                    |                 |                   |             |                   |                         |                            |
|      | 13         |                                         |            |       |        |                    |                 |                   |             |                   |                         |                            |
|      | 14         |                                         |            |       |        |                    |                 |                   |             |                   |                         |                            |
|      | 15         |                                         |            |       |        |                    |                 |                   |             |                   |                         |                            |
|      | 16         |                                         |            |       |        |                    |                 |                   |             |                   |                         |                            |
|      | 17         |                                         |            |       |        |                    |                 |                   |             |                   |                         |                            |
|      | 18         |                                         |            |       |        |                    |                 |                   |             |                   |                         |                            |
|      | 19         |                                         |            |       |        |                    |                 |                   |             |                   |                         |                            |
|      | 20         |                                         |            |       |        |                    |                 |                   |             |                   |                         |                            |

Proposal Items: Find & fix missing zones

# Irrigation Technical Inspection Report

|                       |     |                   |       |      |      |                    |  |                                                                                                                     |  |
|-----------------------|-----|-------------------|-------|------|------|--------------------|--|---------------------------------------------------------------------------------------------------------------------|--|
| Irrigation Controller |     | Source Connection |       |      |      | Site Name          |  | Pardner Co 1/3                                                                                                      |  |
| Location              |     | Location          |       |      |      | Location           |  |                                                                                                                     |  |
| Type/Size             |     | Size              |       |      |      | Technician         |  | Jeth                                                                                                                |  |
| Rain Gauge            | Y N | Source            | Meter | Well | Pump | Date of Inspection |  | 7-9-24                                                                                                              |  |
| Power On              | Y N | Read Meter        |       |      |      |                    |  |                                                                                                                     |  |
| General Information   |     | Backflow          | Y     | N    |      | A 11 PM Set to Run |  | Odd Even Every Days                                                                                                 |  |
| PRV                   |     | PRV               | Y     | N    |      | (or) Days of Week  |  | S <input checked="" type="checkbox"/> Tu W Th <input checked="" type="checkbox"/> S                                 |  |
| Master                |     | Master            | Y     | N    |      | B 11 PM Set to Run |  | Odd Even Every Days                                                                                                 |  |
| Valve                 |     | Valve             |       |      |      | (or) Days of Week  |  | S M <input checked="" type="checkbox"/> W <input checked="" type="checkbox"/> F <input checked="" type="checkbox"/> |  |

## Repairs Proposal or Completed Repairs

| Zone | Head Type<br>(Rotor, Spray, Drip, etc.) | Plant Type |       |        | Pipes              |  | Broken Heads    |                   |             |                   |                         | Comments & Recommendations |
|------|-----------------------------------------|------------|-------|--------|--------------------|--|-----------------|-------------------|-------------|-------------------|-------------------------|----------------------------|
|      |                                         | Turf       | Shrub | Annual | Lateral Line Break |  | Turf Spray (4") | Shrub Spray (12") | Fixed Riser | Gear Driven Rotor | Cleaned/Replaced Nozzle |                            |
| 1    | R                                       | /          |       |        |                    |  |                 |                   |             |                   |                         |                            |
| 2    | S                                       | /          | /     |        |                    |  |                 |                   |             |                   |                         |                            |
| 3    | S                                       | /          | /     |        |                    |  |                 |                   |             |                   |                         |                            |
| 4    | S                                       | /          | /     |        |                    |  |                 |                   |             |                   |                         |                            |
| 5    | S                                       | /          | /     |        |                    |  |                 |                   |             |                   |                         |                            |
| 6    |                                         |            |       |        |                    |  |                 |                   |             |                   |                         | MIA                        |
| 7    |                                         |            |       |        |                    |  |                 |                   |             |                   |                         | MIA                        |
| 8    | S                                       | /          | /     |        |                    |  |                 |                   |             |                   |                         |                            |
| 9    | S                                       | /          | /     |        |                    |  |                 |                   |             |                   |                         |                            |
| 10   | S                                       | /          | /     |        |                    |  |                 |                   |             |                   |                         |                            |
| 11   |                                         |            |       |        |                    |  |                 |                   |             |                   |                         | Alarm                      |
| 12   | D                                       | /          | /     |        |                    |  |                 |                   |             |                   |                         |                            |
| 13   | S                                       | /          | /     |        |                    |  |                 |                   |             |                   |                         |                            |
| 14   | S                                       |            |       |        |                    |  |                 |                   |             |                   |                         | Not found                  |
| 15   | S                                       |            |       |        |                    |  |                 |                   |             |                   |                         | Not found                  |
| 16   | S                                       | /          | /     |        |                    |  |                 |                   |             |                   |                         |                            |
| 17   | S                                       | /          | /     |        |                    |  |                 |                   |             |                   |                         |                            |
| 18   |                                         |            |       |        |                    |  |                 |                   |             |                   |                         | Not found                  |
| 19   | S                                       | /          | /     |        |                    |  |                 |                   |             |                   |                         |                            |
| 20   | S                                       | /          | /     |        |                    |  |                 |                   |             |                   |                         | Bad solenoid suspected     |

Proposal Items:



# Irrigation Technical Inspection Report

|                       |     |                   |       |      |      |                                        |  |
|-----------------------|-----|-------------------|-------|------|------|----------------------------------------|--|
| Irrigation Controller |     | Source Connection |       |      |      | Site Name: <u>Pondus Co.</u>           |  |
| Location              |     | Location          |       |      |      | Location                               |  |
| Type/Size             |     | Size              |       |      |      | Technician: <u>Sell</u>                |  |
| Rain Gauge            | Y N | Source            | Meter | Well | Pump | Date of Inspection: <u>7-9-21</u>      |  |
| Power On              | Y N | Read Meter        |       |      |      |                                        |  |
| General Information   |     | Backflow          | Y     | N    |      | A 11 PM 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    |      | B 11 PM Set to Run Odd Even Every Days |  |
| Valve                 |     | Valve             |       |      |      | (or) Days of Week S M (T) W (Th) F S   |  |

## Repairs Proposal or Completed Repairs

| Zone | Head Type<br>(Rotor, Spray, Drip, etc.) | Plant Type |       |        | Pipes              |  | Broken Heads    |                   |             |                   |                         | Comments & Recommendations |
|------|-----------------------------------------|------------|-------|--------|--------------------|--|-----------------|-------------------|-------------|-------------------|-------------------------|----------------------------|
|      |                                         | Turf       | Shrub | Annual | Lateral Line Break |  | Turf Spray (4") | Shrub Spray (12") | Fixed Riser | Gear Driven Rotor | Cleaned/Replaced Nozzle |                            |
| 21   |                                         |            |       |        |                    |  |                 |                   |             |                   |                         |                            |
| 22   |                                         |            |       |        |                    |  |                 |                   |             |                   |                         |                            |
| 23   |                                         |            |       |        |                    |  |                 |                   |             |                   |                         |                            |
| 24   |                                         |            |       |        |                    |  |                 |                   |             |                   |                         |                            |
| 25   |                                         |            |       |        |                    |  |                 |                   |             |                   |                         |                            |
| 26   |                                         |            |       |        |                    |  |                 |                   |             |                   |                         |                            |
| 27   |                                         |            |       |        |                    |  |                 |                   |             |                   |                         | Not found                  |
| 28   |                                         |            |       |        |                    |  |                 |                   |             |                   |                         | " "                        |
| 29   |                                         |            |       |        |                    |  |                 |                   |             |                   |                         | " "                        |
| 30   |                                         |            |       |        |                    |  |                 |                   |             |                   |                         | " "                        |
| 31   |                                         |            |       |        |                    |  |                 |                   |             |                   |                         | " "                        |
| 32   |                                         |            |       |        |                    |  |                 |                   |             |                   |                         | " "                        |
| 13   |                                         |            |       |        |                    |  |                 |                   |             |                   |                         |                            |
| 14   |                                         |            |       |        |                    |  |                 |                   |             |                   |                         |                            |
| 15   |                                         |            |       |        |                    |  |                 |                   |             |                   |                         |                            |
| 16   |                                         |            |       |        |                    |  |                 |                   |             |                   |                         |                            |
| 17   |                                         |            |       |        |                    |  |                 |                   |             |                   |                         |                            |
| 18   |                                         |            |       |        |                    |  |                 |                   |             |                   |                         |                            |
| 19   |                                         |            |       |        |                    |  |                 |                   |             |                   |                         |                            |
| 20   |                                         |            |       |        |                    |  |                 |                   |             |                   |                         |                            |

Proposal Items:

# Irrigation Technical Inspection Report

|                       |     |                   |       |      |      |                    |  |                                                                                                                       |  |
|-----------------------|-----|-------------------|-------|------|------|--------------------|--|-----------------------------------------------------------------------------------------------------------------------|--|
| Irrigation Controller |     | Source Connection |       |      |      | Site Name          |  | Ponder Co. 3/3                                                                                                        |  |
| Location              |     | Location          |       |      |      | Location           |  |                                                                                                                       |  |
| Type/Size             |     | Size              |       |      |      | Technician         |  | JCH                                                                                                                   |  |
| Rain Gauge            | Y N | Source            | Meter | Well | Pump | Date of Inspection |  | 7-9-21                                                                                                                |  |
| Power On              | Y N | Read Meter        |       |      |      |                    |  |                                                                                                                       |  |
| General Information   |     | Backflow          | Y     | N    |      | A 11 am Set to Run |  | Odd Even Every Days                                                                                                   |  |
| PRV                   |     | PRV               | Y     | N    |      | (or) Days of Week  |  | S <input checked="" type="checkbox"/> Tu W Th <input checked="" type="checkbox"/> S                                   |  |
| Master                |     | Master            | Y     | N    |      | B 11 am Set to Run |  | Odd Even Every Days                                                                                                   |  |
| Valve                 |     | Valve             |       |      |      | (or) Days of Week  |  | S M <input checked="" type="checkbox"/> W <input checked="" type="checkbox"/> F <input checked="" type="checkbox"/> S |  |

## Repairs Proposal or Completed Repairs

| Controller |                                         | Plant Type | Pipes | Broken Heads |                    |                 |                   |             |                   | Comments & Recommendations |                         |
|------------|-----------------------------------------|------------|-------|--------------|--------------------|-----------------|-------------------|-------------|-------------------|----------------------------|-------------------------|
| Zone       | Head Type<br>(Rotor, Spray, Drip, etc.) | Turf       | Shrub | Annual       | Lateral Line Break | Turf Spray (4") | Shrub Spray (12") | Fixed Riser | Gear Driven Rotor |                            | Cleaned/Replaced Nozzle |
| 1          | R                                       |            |       |              |                    |                 |                   |             |                   |                            |                         |
| 2          | S                                       |            |       |              |                    |                 |                   |             |                   |                            |                         |
| 3          | S                                       |            |       |              |                    |                 |                   |             |                   |                            |                         |
| 4          | S                                       |            |       |              |                    |                 |                   |             |                   |                            |                         |
| 5          | S                                       |            |       |              |                    |                 |                   |             |                   |                            |                         |
| 6          | S                                       |            |       |              |                    |                 |                   |             |                   |                            |                         |
| 7          | S                                       |            |       |              |                    |                 |                   |             |                   |                            |                         |
| 8          | S                                       |            |       |              |                    |                 |                   |             |                   |                            |                         |
| 9          |                                         |            |       |              |                    |                 |                   |             |                   |                            |                         |
| 10         |                                         |            |       |              |                    |                 |                   |             |                   |                            |                         |
| 11         |                                         |            |       |              |                    |                 |                   |             |                   |                            |                         |
| 12         |                                         |            |       |              |                    |                 |                   |             |                   |                            |                         |
| 13         |                                         |            |       |              |                    |                 |                   |             |                   |                            |                         |
| 14         |                                         |            |       |              |                    |                 |                   |             |                   |                            |                         |
| 15         |                                         |            |       |              |                    |                 |                   |             |                   |                            |                         |
| 16         |                                         |            |       |              |                    |                 |                   |             |                   |                            |                         |
| 17         |                                         |            |       |              |                    |                 |                   |             |                   |                            |                         |
| 18         |                                         |            |       |              |                    |                 |                   |             |                   |                            |                         |
| 19         |                                         |            |       |              |                    |                 |                   |             |                   |                            |                         |
| 20         |                                         |            |       |              |                    |                 |                   |             |                   |                            |                         |

Proposal Items:

# Irrigation Technical Inspection Report

|                       |     |                   |                 |                    |  |
|-----------------------|-----|-------------------|-----------------|--------------------|--|
| Irrigation Controller |     | Source Connection |                 | Site Name          |  |
| Location              |     | Location          |                 | Location           |  |
| Type/Size             |     | Size              |                 | Technician         |  |
| Rain Gauge            | Y N | Source            | Meter Well Pump | Date of Inspection |  |
| Power On              | Y N | Read Meter        |                 |                    |  |
| General Information   |     | Backflow          | Y N             |                    |  |
| PRV                   |     | PRV               | Y N             |                    |  |
| Master                |     | Master            | Y N             |                    |  |
| Valve                 |     | Valve             |                 |                    |  |

|                   |                 |                     |       |
|-------------------|-----------------|---------------------|-------|
| A                 | Set to Run      | Odd Even Every Days | 11 PM |
| (or) Days of Week | S M Tu W Th F S |                     |       |
| B                 | Set to Run      | Odd Even Every Days | 11 PM |
| (or) Days of Week | S M Tu W Th F S |                     |       |

## Repairs Proposal or Completed Repairs

| Zone | Head Type<br>(Rotor, Spray, Drip, etc.) | Plant Type |       |        | Pipes              |  | Broken Heads    |                   |             |                   | Cleaned/Replaced Nozzle | Comments & Recommendations |
|------|-----------------------------------------|------------|-------|--------|--------------------|--|-----------------|-------------------|-------------|-------------------|-------------------------|----------------------------|
|      |                                         | Turf       | Shrub | Annual | Lateral Line Break |  | Turf Spray (4") | Shrub Spray (12") | Fixed Riser | Gear Driven Rotor |                         |                            |
| 1    | S                                       |            |       |        |                    |  |                 |                   |             |                   |                         | A                          |
| 2    | S                                       |            |       |        |                    |  |                 |                   |             |                   |                         | 15                         |
| 3    | S                                       |            |       |        |                    |  |                 |                   |             |                   |                         | 15                         |
| 4    | R                                       |            |       |        |                    |  |                 |                   |             |                   |                         | 15                         |
| 11   | S                                       |            |       |        |                    |  |                 |                   |             |                   |                         | 59                         |
| 12   | R                                       |            |       |        |                    |  |                 |                   |             |                   |                         | 30                         |
| 16   | R                                       |            |       |        |                    |  |                 |                   |             |                   |                         | 59                         |
| 17   | S                                       |            |       |        |                    |  |                 |                   |             |                   |                         | 59                         |
| 18   | S                                       |            |       |        |                    |  |                 |                   |             |                   |                         | 20                         |
| 19   | R                                       |            |       |        |                    |  |                 |                   |             |                   |                         | 20                         |
| 32   | R                                       |            |       |        |                    |  |                 |                   |             |                   |                         | 30                         |
|      |                                         |            |       |        |                    |  |                 |                   |             |                   |                         | 45                         |
| 12   |                                         |            |       |        |                    |  |                 |                   |             |                   |                         |                            |
| 13   |                                         |            |       |        |                    |  |                 |                   |             |                   |                         |                            |
| 14   |                                         |            |       |        |                    |  |                 |                   |             |                   |                         |                            |
| 15   |                                         |            |       |        |                    |  |                 |                   |             |                   |                         |                            |
| 16   |                                         |            |       |        |                    |  |                 |                   |             |                   |                         |                            |
| 17   |                                         |            |       |        |                    |  |                 |                   |             |                   |                         |                            |
| 18   |                                         |            |       |        |                    |  |                 |                   |             |                   |                         |                            |
| 19   |                                         |            |       |        |                    |  |                 |                   |             |                   |                         |                            |
| 20   |                                         |            |       |        |                    |  |                 |                   |             |                   |                         |                            |

Proposal Items:



# Irrigation Technical Inspection Report

|                       |     |                   |       |      |      |                    |  |                           |  |
|-----------------------|-----|-------------------|-------|------|------|--------------------|--|---------------------------|--|
| Irrigation Controller |     | Source Connection |       |      |      | Site Name          |  | 2012                      |  |
| Location              |     | Location          |       |      |      | Location           |  |                           |  |
| Type/Size             |     | Size              |       |      |      | Technician         |  | Jell                      |  |
| Rain Gauge            | Y N | Source            | Meter | Well | Pump | Date of Inspection |  | 7-15-24                   |  |
| Power On              | Y N | Read Meter        |       |      |      |                    |  |                           |  |
| General Information   |     | Backflow          | Y     | N    |      |                    |  |                           |  |
| PRV                   |     | PRV               | Y     | N    |      | A Set to Run       |  | Odd Even Every Days 11 PM |  |
| Master                |     | Master            | Y     | N    |      | (or) Days of Week  |  | S M Tu W Th F S           |  |
| Valve                 |     | Valve             |       |      |      | B Set to Run       |  | Odd Even Every Days 11 PM |  |
|                       |     |                   |       |      |      | (or) Days of Week  |  | S M Tu W Th F S           |  |

## Repairs Proposal or Completed Repairs

| Zone | Controller | Head Type<br>(Rotor, Spray, Drip, etc.) | Plant Type |       |        | Pipes              |  | Broken Heads    |                   |             |                   | Cleansed/Replaced Nozzle | Comments & Recommendations |
|------|------------|-----------------------------------------|------------|-------|--------|--------------------|--|-----------------|-------------------|-------------|-------------------|--------------------------|----------------------------|
|      |            |                                         | Turf       | Shrub | Annual | Lateral Line Break |  | Turf Spray (4") | Shrub Spray (12") | Fixed Riser | Gear Driven Rotor |                          |                            |
| 16   |            | R                                       |            |       |        |                    |  |                 |                   |             |                   | 59                       |                            |
| 17   |            | S                                       |            |       |        |                    |  |                 |                   |             |                   | 15                       |                            |
| 18   |            | S                                       |            |       |        |                    |  |                 |                   |             |                   | 15                       |                            |
| 19   |            | R                                       |            |       |        |                    |  |                 |                   |             |                   | 59                       |                            |
| 20   |            | R                                       |            |       |        |                    |  |                 |                   |             |                   | 59                       |                            |
| 21   |            | S                                       |            |       |        |                    |  |                 |                   |             |                   | 15                       |                            |
| 22   |            | S                                       |            |       |        |                    |  |                 |                   |             |                   | 15                       |                            |
| 23   |            | R                                       |            |       |        |                    |  |                 |                   |             |                   | 15                       |                            |
| 24   |            | R                                       |            |       |        |                    |  |                 |                   | 1           |                   | 59                       | 1 rotor head replaced      |
| 25   |            | R                                       |            |       |        |                    |  |                 |                   |             |                   | 59                       |                            |
| 34   |            | S                                       |            |       |        |                    |  |                 |                   |             |                   | 59                       |                            |
| 35   |            | S                                       |            |       |        |                    |  |                 |                   |             |                   | 5                        |                            |
| 26   |            | S                                       |            |       |        |                    |  |                 |                   |             |                   | 5                        |                            |
| 37   |            | R                                       |            |       |        |                    |  |                 |                   |             |                   | 10                       |                            |
| 15   |            |                                         |            |       |        |                    |  |                 |                   |             |                   | 45                       |                            |
| 16   |            |                                         |            |       |        |                    |  |                 |                   |             |                   |                          |                            |
| 17   |            |                                         |            |       |        |                    |  |                 |                   |             |                   |                          |                            |
| 18   |            |                                         |            |       |        |                    |  |                 |                   |             |                   |                          |                            |
| 19   |            |                                         |            |       |        |                    |  |                 |                   |             |                   |                          |                            |
| 20   |            |                                         |            |       |        |                    |  |                 |                   |             |                   |                          |                            |

Proposal Items:

# Irrigation Technical Inspection Report

|                       |     |                   |                 |                     |  |
|-----------------------|-----|-------------------|-----------------|---------------------|--|
| Irrigation Controller |     | Source Connection |                 | Site Name           |  |
| Location              |     | Location          |                 | Location            |  |
| Type/Size             |     | Size              |                 | Technician          |  |
| Rain Gauge            | Y N | Source            | Meter Well Pump | Date of Inspection  |  |
| Power On              | Y N | Read Meter        |                 |                     |  |
| General Information   |     | Backflow          |                 | Set to Run          |  |
| PRV                   | Y N | PRV               |                 | Odd Even Every Days |  |
| Master                | Y N | Master            |                 | (or) Days of Week   |  |
| Valve                 | Y N | Valve             |                 | Set to Run          |  |
|                       |     |                   |                 | Odd Even Every Days |  |
|                       |     |                   |                 | (or) Days of Week   |  |
|                       |     |                   |                 | S M Tu W Th F S     |  |

| Repairs Proposal or Completed Repairs |                                         |                                               |                 |                   |             |                   |                            |  |     |  |
|---------------------------------------|-----------------------------------------|-----------------------------------------------|-----------------|-------------------|-------------|-------------------|----------------------------|--|-----|--|
| Controller                            | Plant Type                              | Pipes                                         | Broken Heads    |                   |             |                   | Comments & Recommendations |  |     |  |
| Zone                                  | Head Type<br>(Rotor, Spray, Drip, etc.) | Turf<br>Shrub<br>Annual<br>Lateral Line Break | Turf Spray (4") | Shrub Spray (12") | Fixed Riser | Gear Driven Rotor |                            |  |     |  |
| 1                                     | S                                       | /                                             |                 |                   |             |                   | A                          |  |     |  |
| 2                                     | A                                       | /                                             |                 |                   |             |                   | 10                         |  |     |  |
| 3                                     |                                         | /                                             |                 |                   |             |                   | 5                          |  |     |  |
| 4                                     | D                                       | /                                             |                 |                   |             |                   | 0                          |  |     |  |
| 5                                     | R                                       | /                                             |                 |                   |             |                   | 5                          |  |     |  |
| 6                                     | R                                       | /                                             |                 |                   |             |                   | 25                         |  |     |  |
| 7                                     | S                                       | /                                             |                 |                   |             |                   | 25                         |  |     |  |
| 8                                     | R                                       | /                                             |                 |                   |             |                   | 5                          |  |     |  |
| 9                                     | SD                                      | /                                             |                 |                   |             |                   | 25                         |  |     |  |
| 10                                    | R                                       | /                                             |                 |                   |             |                   | 15                         |  |     |  |
| 11                                    | SD                                      | /                                             |                 |                   |             |                   | 15                         |  |     |  |
| 12                                    | R                                       | /                                             |                 |                   |             |                   | 15                         |  |     |  |
| 13                                    | R                                       | /                                             |                 |                   |             |                   | 25                         |  |     |  |
| 14                                    |                                         | /                                             |                 |                   |             |                   | 25                         |  |     |  |
| 15                                    |                                         | /                                             |                 |                   |             |                   | 10                         |  | MIA |  |
| 16                                    | S                                       | /                                             |                 |                   |             |                   | 10                         |  | MIA |  |
| 17                                    | S                                       | /                                             |                 |                   |             |                   | 10                         |  |     |  |
| 18                                    | R                                       | /                                             |                 |                   |             |                   | 15                         |  |     |  |
| 19                                    | R                                       | /                                             |                 |                   |             |                   | 20                         |  |     |  |
| 20                                    | SR                                      | /                                             |                 |                   |             |                   | 10                         |  |     |  |
| 21                                    | SR                                      | /                                             |                 |                   |             |                   | 20                         |  |     |  |
| 22                                    | R                                       | /                                             |                 |                   |             |                   | 10                         |  |     |  |
|                                       |                                         | /                                             |                 |                   |             |                   | 20                         |  |     |  |

Locate/repair 2-3, 14, and 15.



# Irrigation Technical Inspection Report

|                       |     |                   |       |      |      |                    |                   |                     |       |
|-----------------------|-----|-------------------|-------|------|------|--------------------|-------------------|---------------------|-------|
| Irrigation Controller |     | Source Connection |       |      |      | Site Name          |                   | 1 of 2              |       |
| Location              |     | Location          |       |      |      | Location           |                   |                     |       |
| Type/Size             |     | Size              |       |      |      | Technician         |                   | Jell                |       |
| Rain Gauge            | Y N | Source            | Meter | Well | Pump | Date of Inspection |                   | 7-10-29             |       |
| Power On              | Y N | Read Meter        |       |      |      |                    |                   |                     |       |
| General Information   |     | Backflow          | Y     | N    |      | A                  | Set to Run        | Odd Even Every Days | 11 PM |
| PRV                   |     | PRV               | Y     | N    |      |                    | (or) Days of Week | S M Tu W Th F S     |       |
| Master                |     | Master            | Y     | N    |      | B                  | Set to Run        | Odd Even Every Days | 11 PM |
| Valve                 |     | Valve             |       |      |      |                    | (or) Days of Week | S M W Th F S        |       |

## Repairs Proposal or Completed Repairs

| Controller |                                         | Plant Type |       | Pipes  | Broken Heads       |                 |                   |             | Comments & Recommendations |                   |                         |                                 |
|------------|-----------------------------------------|------------|-------|--------|--------------------|-----------------|-------------------|-------------|----------------------------|-------------------|-------------------------|---------------------------------|
| Zone       | Head Type<br>(Rotor, Spray, Drip, etc.) | Turf       | Shrub | Annual | Lateral Line Break | Turf Spray (4") | Shrub Spray (12") | Fixed Riser |                            | Gear Driven Rotor | Cleaned/Replaced Nozzle |                                 |
| 1          | S                                       | /          |       |        |                    |                 |                   |             |                            |                   | 30                      | A<br>Comments & Recommendations |
| 2          | S                                       | /          |       |        |                    |                 |                   |             |                            |                   | 30                      |                                 |
| 3          | S                                       |            | /     |        |                    |                 |                   |             |                            |                   | 30                      |                                 |
| 4          | S                                       |            | /     |        |                    |                 |                   |             |                            |                   | 30                      |                                 |
| 5          | R                                       |            | /     |        |                    |                 |                   |             |                            |                   | 30                      |                                 |
| 6          | S                                       | /          |       |        |                    |                 |                   |             |                            |                   | 30                      |                                 |
| 7          | R                                       | /          | /     |        |                    |                 |                   |             |                            |                   | 30                      |                                 |
| 8          | S                                       |            | /     |        |                    |                 |                   |             |                            |                   | 30                      |                                 |
| 9          | S                                       |            | /     |        |                    |                 |                   |             |                            |                   | 30                      |                                 |
| 10         | R                                       | /          |       |        |                    |                 |                   |             |                            |                   | 30                      |                                 |
| 11         | S                                       |            | /     |        |                    |                 |                   |             |                            |                   | 30                      |                                 |
| 12         | S                                       | /          |       |        |                    |                 |                   |             |                            |                   | 10                      |                                 |
| 13         | R                                       | /          |       |        |                    |                 |                   |             |                            |                   | 30                      |                                 |
| 14         |                                         |            |       |        |                    |                 |                   |             |                            |                   |                         |                                 |
| 15         |                                         |            |       |        |                    |                 |                   |             |                            |                   |                         |                                 |
| 16         |                                         |            |       |        |                    |                 |                   |             |                            |                   |                         |                                 |
| 17         |                                         |            |       |        |                    |                 |                   |             |                            |                   |                         |                                 |
| 18         |                                         |            |       |        |                    |                 |                   |             |                            |                   |                         |                                 |
| 19         |                                         |            |       |        |                    |                 |                   |             |                            |                   |                         |                                 |
| 20         |                                         |            |       |        |                    |                 |                   |             |                            |                   |                         |                                 |

Proposal Items:

Rebuild 2-13 valve

# Irrigation Technical Inspection Report

|                       |     |                   |                 |                    |                   |                     |       |
|-----------------------|-----|-------------------|-----------------|--------------------|-------------------|---------------------|-------|
| Irrigation Controller |     | Source Connection |                 | Site Name          |                   | Sawgrass II         |       |
| Location              |     | Location          |                 | Location           |                   |                     |       |
| Type/Size             |     | Size              |                 | Technician         |                   | JCH                 |       |
| Rain Gauge            | Y N | Source            | Meter Well Pump | Date of Inspection |                   | 7-16-21             |       |
| Power On              | Y N | Read Meter        |                 |                    |                   |                     |       |
| General Information   |     | Backflow          | Y N             | A                  | Set to Run        | Odd Even Every Days | 11 PM |
| PRV                   |     | PRV               | Y N             |                    | (or) Days of Week | S M Tu W Th F S     |       |
| Master                |     | Master            | Y N             | B                  | Set to Run        | Odd Even Every Days | 11 PM |
| Valve                 |     | Valve             |                 |                    | (or) Days of Week | S M Tu W Th F S     |       |

## Repairs Proposal or Completed Repairs

| Zone | Head Type<br>(Rotor, Spray, Drip, etc.) | Plant Type |       |        | Pipes              |  | Broken Heads    |                   |             |                   |                         | Comments & Recommendations |
|------|-----------------------------------------|------------|-------|--------|--------------------|--|-----------------|-------------------|-------------|-------------------|-------------------------|----------------------------|
|      |                                         | Turf       | Shrub | Annual | Lateral Line Break |  | Turf Spray (4") | Shrub Spray (12") | Fixed Riser | Gear Driven Rotor | Cleaned/Replaced Nozzle |                            |
| 14   | 1                                       | S          | /     |        |                    |  |                 |                   |             |                   |                         | 10                         |
| 15   | 2                                       | S          | /     |        |                    |  |                 |                   |             |                   |                         | 15                         |
| 16   | 3                                       | S          | /     |        |                    |  |                 |                   |             |                   |                         | 30                         |
| 17   | 4                                       | S          | /     |        |                    |  |                 |                   |             |                   |                         | 20                         |
| 18   | 5                                       | R          | /     |        |                    |  |                 |                   |             |                   |                         | 20                         |
| 19   | 6                                       | S          | /     |        |                    |  |                 |                   |             |                   |                         | 30                         |
| 20   | 7                                       | R          | /     |        |                    |  |                 |                   |             |                   |                         | 30                         |
| 21   | 8                                       | S          | /     |        |                    |  |                 |                   |             |                   |                         | 30                         |
| 22   | 9                                       | S          | /     |        |                    |  |                 |                   |             |                   |                         | 30                         |
| 23   | 10                                      | R          | /     |        |                    |  |                 |                   |             |                   |                         | 30                         |
| 24   | 11                                      |            |       |        |                    |  |                 |                   |             |                   |                         | 30 MIA? DRIP?              |
| 25   | 12                                      | D          | /     |        |                    |  |                 |                   |             |                   |                         | 15                         |
| 26   | 13                                      | S          | /     |        |                    |  |                 |                   |             |                   |                         | 30                         |
|      | 14                                      |            |       |        |                    |  |                 |                   |             |                   |                         |                            |
|      | 15                                      |            |       |        |                    |  |                 |                   |             |                   |                         |                            |
|      | 16                                      |            |       |        |                    |  |                 |                   |             |                   |                         |                            |
|      | 17                                      |            |       |        |                    |  |                 |                   |             |                   |                         |                            |
|      | 18                                      |            |       |        |                    |  |                 |                   |             |                   |                         |                            |
|      | 19                                      |            |       |        |                    |  |                 |                   |             |                   |                         |                            |
|      | 20                                      |            |       |        |                    |  |                 |                   |             |                   |                         |                            |

Proposal Items:

locate/repair 2-24

# Irrigation Technical Inspection Report

|                       |     |                   |       |      |      |                    |                   |                                                                                                                                                                                                   |         |
|-----------------------|-----|-------------------|-------|------|------|--------------------|-------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|
| Irrigation Controller |     | Source Connection |       |      |      | Site Name          |                   | Cupertino / Arroyo Park                                                                                                                                                                           |         |
| Location              |     | Location          |       |      |      | Location           |                   |                                                                                                                                                                                                   |         |
| Type/Size             |     | Size              |       |      |      | Technician         |                   | Jett                                                                                                                                                                                              |         |
| Rain Gauge            | Y N | Source            | Meter | Well | Pump | Date of Inspection |                   | 7-11-24                                                                                                                                                                                           |         |
| Power On              | Y N | Read Meter        |       |      |      |                    |                   |                                                                                                                                                                                                   |         |
| General Information   |     | Backflow          | Y N   |      |      | A                  | Set to Run        | Odd Even Every Days                                                                                                                                                                               | 1:00 AM |
| PRV                   |     | PRV               | Y N   |      |      |                    | (or) Days of Week | S <input checked="" type="checkbox"/> M <input checked="" type="checkbox"/> Tu <input checked="" type="checkbox"/> Th <input checked="" type="checkbox"/> F <input checked="" type="checkbox"/> S |         |
| Master                |     | Master            | Y N   |      |      | B                  | Set to Run        | Odd Even Every Days                                                                                                                                                                               | 1:00 AM |
| Valve                 |     | Valve             |       |      |      |                    | (or) Days of Week | S M <input checked="" type="checkbox"/> W <input checked="" type="checkbox"/> F <input checked="" type="checkbox"/> S                                                                             |         |

## Repairs Proposal or Completed Repairs

| Controller | Plant Type                              | Pipes | Broken Heads |        |                    |                 |                   |             |                   |                         |    |                               |
|------------|-----------------------------------------|-------|--------------|--------|--------------------|-----------------|-------------------|-------------|-------------------|-------------------------|----|-------------------------------|
| Zone       | Head Type<br>(Rotor, Spray, Drip, etc.) | Turf  | Shrub        | Annual | Lateral Line Break | Turf Spray (4") | Shrub Spray (12") | Fixed Riser | Gear Driven Rotor | Cleaned/Replaced Nozzle | A. | B. Comments & Recommendations |
| A.         | 1                                       | S     | /            | /      |                    |                 |                   |             |                   |                         | 20 |                               |
|            | 2                                       | S     | /            | /      |                    |                 |                   |             |                   |                         | 20 |                               |
|            | 3                                       | K     | /            | /      |                    |                 |                   |             |                   |                         | 59 |                               |
|            | 4                                       | S     | /            | /      |                    |                 |                   |             |                   |                         | 20 |                               |
|            | 5                                       | D     | /            | /      |                    |                 |                   |             |                   |                         | 5  |                               |
|            | 6                                       | D     | /            | /      |                    |                 |                   |             |                   |                         | 5  |                               |
|            | 7                                       | S     | /            | /      |                    |                 |                   |             |                   |                         | 20 |                               |
|            | 8                                       | S     | /            | /      |                    |                 |                   |             |                   |                         | 20 |                               |
|            | 9                                       | S     | /            | /      |                    |                 |                   |             |                   |                         | 20 |                               |
| B.         | 10                                      | S     | /            | /      |                    |                 |                   |             |                   |                         | 20 | B.                            |
|            | 11                                      | S     | /            | /      |                    |                 |                   |             |                   |                         | 20 |                               |
|            | 12                                      | D     | /            | /      |                    |                 |                   |             |                   |                         | 59 |                               |
|            | 13                                      | S     | /            | /      |                    |                 |                   |             |                   |                         | 20 |                               |
|            | 14                                      | S     | /            | /      |                    |                 |                   |             |                   |                         | 20 |                               |
|            | 15                                      | D     | /            | /      |                    |                 |                   |             |                   |                         | 5  |                               |
|            | 16                                      | D     | /            | /      |                    |                 |                   |             |                   |                         | 5  |                               |
|            | 17                                      | S     | /            | /      |                    |                 |                   |             |                   |                         | 20 | MIA                           |
|            | 18                                      | D     | /            | /      |                    |                 |                   |             |                   |                         | 5  |                               |
|            | 19                                      | D     | /            | /      |                    |                 |                   |             |                   |                         | 5  |                               |
|            | 20                                      | D     | /            | /      |                    |                 |                   |             |                   |                         | 5  |                               |

Proposal Items:

Locate & repair 2-17



# Irrigation Technical Inspection Report

|                       |     |                   |       |      |      |                    |  |                                                  |  |
|-----------------------|-----|-------------------|-------|------|------|--------------------|--|--------------------------------------------------|--|
| Irrigation Controller |     | Source Connection |       |      |      | Site Name          |  | Flojo Clock Lot 2                                |  |
| Location              |     | Location          |       |      |      | Location           |  |                                                  |  |
| Type/Size             |     | Size              |       |      |      | Technician         |  | Jett                                             |  |
| Rain Gauge            | Y N | Source            | Meter | Well | Pump | Date of Inspection |  | 7-12-21                                          |  |
| Power On              | Y N | Read Meter        |       |      |      |                    |  |                                                  |  |
| General Information   |     | Backflow          | Y     | N    |      | A. Set to Run      |  | Odd Even Every Days 10 PM                        |  |
| PRV                   |     | PRV               | Y     | N    |      | (or) Days of Week  |  | S <del>M</del> Tu <del>W</del> Th <del>F</del> S |  |
| Master                |     | Master            | Y     | N    |      | B. Set to Run      |  | Odd Even Every Days 10 PM                        |  |
| Valve                 |     | Valve             |       |      |      | (or) Days of Week  |  | S M <del>Tu</del> W <del>Th</del> F <del>S</del> |  |

## Repairs Proposal or Completed Repairs

| Controller |                                         | Plant Type | Pipes | Broken Heads |                    |                 |                   |             | Cleaned/Replaced Nozzle | A. | Comments & Recommendations |                   |
|------------|-----------------------------------------|------------|-------|--------------|--------------------|-----------------|-------------------|-------------|-------------------------|----|----------------------------|-------------------|
| Zone       | Head Type<br>(Rotor, Spray, Drip, etc.) | Turf       | Shrub | Annual       | Lateral Line Break | Turf Spray (4") | Shrub Spray (12") | Fixed Riser |                         |    |                            | Gear Driven Rotor |
| 1          | S                                       | /          | /     | /            |                    |                 |                   |             |                         | 2  | 30                         | 2 nozzles         |
| 2          | R                                       | /          | /     | /            |                    |                 |                   |             |                         |    | 59                         |                   |
| 3          | D                                       | /          | /     | /            |                    |                 |                   |             |                         |    | 5                          |                   |
| 4          | R                                       | /          | /     | /            |                    |                 |                   |             |                         |    | 59                         |                   |
| 5          | S                                       | /          | /     | /            |                    |                 |                   |             |                         | 2  | 30                         | 2 nozzles         |
| 6          | S                                       | /          | /     | /            |                    |                 |                   |             |                         |    | 30                         |                   |
| 7          | D                                       | /          | /     | /            |                    |                 |                   |             |                         |    | 15                         |                   |
| 8          | S                                       | /          | /     | /            |                    |                 |                   |             |                         |    | 10                         |                   |
| 9          | R                                       | /          | /     | /            |                    |                 |                   |             |                         |    | 40                         |                   |
| 10         | B                                       | /          | /     | /            |                    |                 |                   |             |                         |    | 5                          |                   |
| 11         | S                                       | /          | /     | /            |                    |                 |                   |             |                         |    | 30                         |                   |
| 12         | S                                       | /          | /     | /            |                    |                 |                   |             |                         | 1  | 30                         | -                 |
| 13         | S                                       | /          | /     | /            |                    |                 |                   |             |                         | 1  | 25                         | -                 |
| 14         | D                                       | /          | /     | /            |                    |                 |                   |             |                         |    | 5                          |                   |
| 15         | D                                       | /          | /     | /            |                    |                 |                   |             |                         |    | 5                          |                   |
| 16         | S                                       | /          | /     | /            |                    |                 |                   |             |                         |    | 30                         |                   |
| 17         | R                                       | /          | /     | /            |                    |                 |                   |             |                         |    | 59                         |                   |
| 18         | S                                       | /          | /     | /            |                    |                 |                   |             |                         |    | 15                         |                   |
| 19         | S                                       | /          | /     | /            |                    |                 |                   |             |                         |    | 30                         |                   |
| 20         | S                                       | /          | /     | /            |                    |                 |                   |             |                         |    | 30                         |                   |

21 R  
Proposal Items:

45

# Irrigation Technical Inspection Report

|                       |     |                   |       |      |      |                    |                   |                                                                                                                       |       |
|-----------------------|-----|-------------------|-------|------|------|--------------------|-------------------|-----------------------------------------------------------------------------------------------------------------------|-------|
| Irrigation Controller |     | Source Connection |       |      |      | Site Name          |                   | Floco Ploch Lot 2                                                                                                     |       |
| Location              |     | Location          |       |      |      | Location           |                   |                                                                                                                       |       |
| Type/Size             |     | Size              |       |      |      | Technician         |                   | Jalk                                                                                                                  |       |
| Rain Gauge            | Y N | Source            | Meter | Well | Pump | Date of Inspection |                   | 7-12-20                                                                                                               |       |
| Power On              | Y N | Read Meter        |       |      |      |                    |                   |                                                                                                                       |       |
| General Information   |     | Backflow          | Y     | N    |      | A                  | Set to Run        | Odd Even Every Days                                                                                                   | 10 AM |
| PRV                   |     | PRV               | Y     | N    |      |                    | (or) Days of Week | S <input checked="" type="checkbox"/> Tu <input checked="" type="checkbox"/> Th <input checked="" type="checkbox"/> S |       |
| Master                |     | Master            | Y     | N    |      | B                  | Set to Run        | Odd Even Every Days                                                                                                   | 10 PM |
| Valve                 |     | Valve             |       |      |      |                    | (or) Days of Week | S M <input checked="" type="checkbox"/> W <input checked="" type="checkbox"/> F <input checked="" type="checkbox"/>   |       |

## Repairs Proposal or Completed Repairs

| Zone  | Head Type<br>(Rotor, Spray, Drip, etc.) | Plant Type |       |        | Pipes              |  | Broken Heads    |                   |             |                   |                         | Comments & Recommendations |
|-------|-----------------------------------------|------------|-------|--------|--------------------|--|-----------------|-------------------|-------------|-------------------|-------------------------|----------------------------|
|       |                                         | Turf       | Shrub | Annual | Lateral Line Break |  | Turf Spray (4") | Shrub Spray (12") | Fixed Riser | Gear Driven Rotor | Cleaned/Replaced Nozzle |                            |
| 22 1  | R                                       | /          | /     |        |                    |  |                 |                   |             |                   |                         |                            |
| 23 2  | S                                       | /          | /     |        |                    |  |                 |                   |             |                   | 1                       |                            |
| 24 3  | S                                       | /          | /     |        |                    |  |                 |                   |             |                   |                         |                            |
| 25 4  | D                                       | /          | /     |        |                    |  |                 |                   |             |                   |                         |                            |
| 26 5  | S                                       | /          | /     |        |                    |  |                 |                   |             |                   |                         |                            |
| 27 6  | D                                       | /          | /     |        |                    |  |                 |                   |             |                   |                         |                            |
| 28 7  | R                                       | /          | /     |        |                    |  |                 |                   |             |                   |                         |                            |
| 29 8  | S                                       | /          | /     |        |                    |  |                 |                   |             |                   |                         |                            |
| 30 9  | S                                       | /          | /     |        |                    |  | 1               |                   |             |                   |                         | 1-6" pop up/nozzle         |
| 31 10 | S                                       | /          | /     |        |                    |  |                 |                   |             |                   |                         |                            |
| 32 11 | S                                       | /          | /     |        |                    |  |                 |                   |             |                   |                         |                            |
| 33 12 | S                                       | /          | /     |        |                    |  |                 |                   |             |                   |                         |                            |
| 34 13 | S                                       | /          | /     |        |                    |  |                 |                   |             |                   |                         |                            |
| 35 14 | S                                       | /          | /     |        |                    |  |                 |                   |             |                   |                         |                            |
| 36 15 | S                                       | /          | /     |        |                    |  |                 |                   |             |                   |                         |                            |
| 37 16 | S                                       | /          | /     |        |                    |  |                 |                   |             |                   |                         |                            |
| 38 17 | D                                       | /          | /     |        |                    |  |                 |                   |             |                   |                         |                            |
| 39 18 | S                                       | /          | /     |        |                    |  |                 |                   |             |                   | 2                       |                            |
| 40 19 | S                                       | /          | /     |        |                    |  |                 |                   |             |                   | 1                       |                            |
| 41 20 | R                                       | /          | /     |        |                    |  |                 |                   |             |                   |                         |                            |

Proposal Items:

# Irrigation Technical Inspection Report

|                       |     |                   |       |      |      |                    |     |                 |                     |   |
|-----------------------|-----|-------------------|-------|------|------|--------------------|-----|-----------------|---------------------|---|
| Irrigation Controller |     | Source Connection |       |      |      | Site Name          |     | Extension Clock |                     |   |
| Location              |     | Location          |       |      |      | Location           |     |                 |                     |   |
| Type/Size             |     | Size              |       |      |      | Technician         |     | Selt            |                     |   |
| Rain Gauge            | Y N | Source            | Meter | Well | Pump | Date of Inspection |     | 7-12-24         |                     |   |
| Power On              | Y N | Read Meter        |       |      |      |                    |     |                 |                     |   |
| General Information   |     | Backflow          | Y     | N    |      | 1. Set to Run      | Odd | Even            | Every Days 11:30 PM |   |
| PRV                   |     | PRV               | Y     | N    |      | (or) Days of Week  | S   | Tu              | Th                  | S |
| Master                |     | Master            | Y     | N    |      | 2. Set to Run      | Odd | Even            | Every Days 11:30 PM |   |
| Valve                 |     | Valve             |       |      |      | (or) Days of Week  | S   | M               | W                   | F |

## Repairs Proposal or Completed Repairs

|    | Controller |                                         | Plant Type |       | Pipes  |                    | Broken Heads    |                   |             |                   | 2. | Comments & Recommendations |                         |
|----|------------|-----------------------------------------|------------|-------|--------|--------------------|-----------------|-------------------|-------------|-------------------|----|----------------------------|-------------------------|
|    | Zone       | Head Type<br>(Rotor, Spray, Drip, etc.) | Turf       | Shrub | Annual | Lateral Line Break | Turf Spray (4") | Shrub Spray (12") | Fixed Riser | Gear Driven Rotor |    |                            | Cleaned/Replaced Nozzle |
| 14 | 1          | S                                       |            |       |        |                    |                 |                   |             |                   |    | 30                         |                         |
| 15 | 2          | S                                       |            |       |        |                    |                 |                   |             |                   |    | 30                         | MIA (END of Rd.)        |
| 16 | 3          | S                                       |            |       |        |                    |                 |                   |             |                   |    | 30                         |                         |
| 17 | 4          | S                                       |            |       |        |                    |                 |                   |             |                   |    | 30                         |                         |
| 18 | 5          | S                                       |            |       |        |                    |                 |                   |             |                   |    | 30                         |                         |
| 19 | 6          | D                                       |            |       |        |                    |                 |                   |             |                   |    | 30                         |                         |
| 20 | 7          | S                                       |            |       |        |                    |                 |                   |             |                   |    | 30                         |                         |
| 21 | 8          | S                                       |            |       |        |                    |                 |                   |             |                   |    | 30                         |                         |
| 22 | 9          | S                                       |            |       |        |                    |                 |                   |             |                   |    | 30                         | MIA                     |
| 23 | 10         | S                                       |            |       |        |                    |                 |                   |             |                   |    | 30                         |                         |
| 24 | 11         | S                                       |            |       |        |                    |                 |                   |             |                   |    | 30                         |                         |
| 25 | 12         | R                                       |            |       |        |                    |                 |                   |             |                   |    | 30                         |                         |
| 26 | 13         | S                                       |            |       |        |                    |                 |                   |             |                   |    | 30                         |                         |
| 27 | 14         | R                                       |            |       |        |                    |                 |                   |             |                   |    | 30                         |                         |
|    | 15         |                                         |            |       |        |                    |                 |                   |             |                   |    |                            |                         |
|    | 16         |                                         |            |       |        |                    |                 |                   |             |                   |    |                            |                         |
|    | 17         |                                         |            |       |        |                    |                 |                   |             |                   |    |                            |                         |
|    | 18         |                                         |            |       |        |                    |                 |                   |             |                   |    |                            |                         |
|    | 19         |                                         |            |       |        |                    |                 |                   |             |                   |    |                            |                         |
|    | 20         |                                         |            |       |        |                    |                 |                   |             |                   |    |                            |                         |

Proposal Items:

Find & repair missing zones



# Irrigation Technical Inspection Report

|                       |     |                   |       |      |      |                    |  |                       |                          |
|-----------------------|-----|-------------------|-------|------|------|--------------------|--|-----------------------|--------------------------|
| Irrigation Controller |     | Source Connection |       |      |      | Site Name          |  | Extension clock       |                          |
| Location              |     | Location          |       |      |      | Location           |  |                       |                          |
| Type/Size             |     | Size              |       |      |      | Technician         |  | Jeth                  |                          |
| Rain Gauge            | Y N | Source            | Meter | Well | Pump | Date of Inspection |  | 7-12-24               |                          |
| Power On              | Y N | Read Meter        |       |      |      |                    |  |                       |                          |
| General Information   |     | Backflow          | Y     | N    |      | 1. Set to Run      |  | Odd                   | Even Every Days 11:30 AM |
| PRV                   |     | PRV               | Y     | N    |      | (or) Days of Week  |  | S (M) Tu (W) Th (S)   |                          |
| Master                |     | Master            | Y     | N    |      | 2. Set to Run      |  | Odd                   | Even Every Days 11:30 AM |
| 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<br>(Rotor, Spray, Drip, etc.) | Turf  | Shrub        | Annual | Lateral Line Break | Turf Spray (4") | Shrub Spray (12") | Fixed Riser | Gear Driven Rotor | Cleaned/Replaced Nozzle |        |                            |
| 1                                     | S                                       | /     |              |        |                    |                 |                   |             |                   |                         | 30     | Comments & Recommendations |
| 2                                     | S                                       | /     |              |        |                    |                 |                   |             |                   |                         | 30     |                            |
| 3                                     | S                                       | /     |              |        |                    |                 |                   |             |                   |                         | 30     |                            |
| 4                                     | S                                       | /     |              |        |                    |                 |                   |             |                   |                         | 30     |                            |
| 5                                     | S                                       | /     |              |        |                    |                 |                   |             |                   |                         | 30     |                            |
| 6                                     | S                                       | /     |              |        |                    |                 |                   |             |                   |                         | 30     |                            |
| 7                                     | S                                       | /     | /            |        |                    |                 |                   |             |                   |                         | 30     |                            |
| 8                                     | S                                       | /     |              |        |                    |                 |                   |             |                   |                         | 30     |                            |
| 9                                     |                                         |       |              |        |                    |                 |                   |             |                   |                         | 30 MIA |                            |
| 10                                    | D                                       | /     | /            |        |                    |                 |                   |             |                   |                         | 30     |                            |
| 11                                    | S                                       | /     | /            |        |                    |                 |                   |             |                   |                         | 30     |                            |
| 12                                    | S                                       | /     | /            |        |                    |                 |                   |             |                   |                         | 30     |                            |
| 13                                    | S                                       | /     | /            |        |                    |                 |                   |             |                   |                         | 30     |                            |
| 14                                    |                                         |       |              |        |                    |                 |                   |             |                   |                         |        |                            |
| 15                                    |                                         |       |              |        |                    |                 |                   |             |                   |                         |        |                            |
| 16                                    |                                         |       |              |        |                    |                 |                   |             |                   |                         |        |                            |
| 17                                    |                                         |       |              |        |                    |                 |                   |             |                   |                         |        |                            |
| 18                                    |                                         |       |              |        |                    |                 |                   |             |                   |                         |        |                            |
| 19                                    |                                         |       |              |        |                    |                 |                   |             |                   |                         |        |                            |
| 20                                    |                                         |       |              |        |                    |                 |                   |             |                   |                         |        |                            |

Proposal Items:

# Irrigation Technical Inspection Report

|                       |     |                   |                 |                    |                   |                        |                        |
|-----------------------|-----|-------------------|-----------------|--------------------|-------------------|------------------------|------------------------|
| Irrigation Controller |     | Source Connection |                 | Site Name          |                   | Regener Bus Pond clock |                        |
| Location              |     | Location          |                 | Location           |                   | 1 of 2                 |                        |
| Type/Size             |     | Size              |                 | Technician         |                   | Jell                   |                        |
| Rain Gauge            | Y N | Source            | Meter Well Pump | Date of Inspection |                   | 7-18-21                |                        |
| Power On              | Y N | Read Meter        |                 |                    |                   |                        |                        |
| General Information   |     | Backflow          | Y N             | A                  | Set to Run        | Odd Even Every Days    | <del>11 PM</del> 11 PM |
| PRV                   |     | PRV               | Y N             |                    | (or) Days of Week | S M Tu W Th F S        |                        |
| Master                |     | Master            | Y N             | B                  | Set to Run        | Odd Even Every Days    | <del>11 PM</del> 11 PM |
| Valve                 |     | Valve             |                 |                    | (or) Days of Week | S M Tu W Th F S        |                        |

## Repairs Proposal or Completed Repairs

| Controller |                                         | Plant Type | Pipes | Broken Heads |                    |                 |                   |             | Comments & Recommendations |                   |                         |  |
|------------|-----------------------------------------|------------|-------|--------------|--------------------|-----------------|-------------------|-------------|----------------------------|-------------------|-------------------------|--|
| Zone       | Head Type<br>(Rotor, Spray, Drip, etc.) | Turf       | Shrub | Annual       | Lateral Line Break | Turf Spray (4") | Shrub Spray (12") | Fixed Riser |                            | Gear Driven Rotor | Cleaned/Replaced Nozzle |  |
| 1          | S                                       | /          |       |              |                    |                 |                   |             |                            | /                 | 5                       |  |
| 2          | D                                       | /          |       |              |                    |                 |                   |             |                            |                   | 5                       |  |
| 3          | S                                       | /          |       |              |                    |                 |                   |             |                            |                   | 5                       |  |
| 4          | S                                       | /          |       |              |                    |                 |                   |             |                            |                   | 15                      |  |
| 5          | S                                       | /          |       |              |                    |                 |                   |             |                            | 2                 | 20                      |  |
| 6          | S                                       | /          |       |              |                    |                 |                   |             |                            |                   | 5                       |  |
| 7          | S                                       | /          |       |              |                    |                 |                   |             |                            |                   | 20                      |  |
| 8          | S                                       | /          |       |              |                    |                 |                   |             |                            |                   | 20                      |  |
| 9          | D                                       |            |       |              |                    |                 |                   |             |                            |                   | 5                       |  |
| 10         | S                                       | /          |       |              |                    |                 |                   |             |                            |                   | 5                       |  |
| 11         | S                                       | /          |       |              |                    |                 |                   |             |                            |                   | 30                      |  |
| 12         | S                                       | /          | /     |              |                    |                 |                   |             |                            |                   | 20                      |  |
| 13         | S                                       | /          |       |              |                    |                 |                   |             |                            |                   | 5                       |  |
| 14         | S                                       | /          | /     |              |                    |                 |                   |             |                            |                   | 20                      |  |
| 15         | S                                       | /          |       |              |                    |                 |                   |             |                            |                   | 10                      |  |
| 16         |                                         |            |       |              |                    |                 |                   |             |                            |                   |                         |  |
| 17         |                                         |            |       |              |                    |                 |                   |             |                            |                   |                         |  |
| 18         |                                         |            |       |              |                    |                 |                   |             |                            |                   |                         |  |
| 19         |                                         |            |       |              |                    |                 |                   |             |                            |                   |                         |  |
| 20         |                                         |            |       |              |                    |                 |                   |             |                            |                   |                         |  |

Comments & Recommendations

Proposal Items:



# Irrigation Technical Inspection Report

|                       |     |                   |       |      |      |                    |   |                   |                                                                                                                                                                                                     |
|-----------------------|-----|-------------------|-------|------|------|--------------------|---|-------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Irrigation Controller |     | Source Connection |       |      |      | Site Name          |   | Raymond Big Pond  |                                                                                                                                                                                                     |
| Location              |     | Location          |       |      |      | Location           |   | 2012              |                                                                                                                                                                                                     |
| Type/Size             |     | Size              |       |      |      | Technician         |   | Jett              |                                                                                                                                                                                                     |
| Rain Gauge            | Y N | Source            | Meter | Well | Pump | Date of Inspection |   | 7-18-24           |                                                                                                                                                                                                     |
| Power On              | Y N | Read Meter        |       |      |      |                    |   |                   |                                                                                                                                                                                                     |
| General Information   |     | Backflow          | Y     | N    |      |                    | A | Set to Run        | Odd Even Every Days 11 PM                                                                                                                                                                           |
| PRV                   |     | PRV               | Y     | N    |      |                    |   | (or) Days of Week | S <input checked="" type="checkbox"/> Tu <input checked="" type="checkbox"/> W <input checked="" type="checkbox"/> Th <input checked="" type="checkbox"/> F <input checked="" type="checkbox"/> S   |
| Master                |     | Master            | Y     | N    |      |                    | B | Set to Run        | Odd Even Every Days 11 PM                                                                                                                                                                           |
| Valve                 |     | Valve             |       |      |      |                    |   | (or) Days of Week | S M <input checked="" type="checkbox"/> Tu <input checked="" type="checkbox"/> W <input checked="" type="checkbox"/> Th <input checked="" type="checkbox"/> F <input checked="" type="checkbox"/> S |

## Repairs Proposal or Completed Repairs

| Zone | Head Type<br>(Rotor, Spray, Drip, etc.) | Turf | Shrub | Annual | Pipes<br>Lateral Line Break | Turf Spray (4") | Shrub Spray (12") | Fixed Riser | Gear Driven Rotor | Cleaned/Replaced Nozzle | Comments & Recommendations |
|------|-----------------------------------------|------|-------|--------|-----------------------------|-----------------|-------------------|-------------|-------------------|-------------------------|----------------------------|
|      |                                         |      |       |        |                             |                 |                   |             |                   |                         |                            |
| 4    | 1                                       | S    | /     |        |                             |                 |                   |             |                   |                         | B. 20                      |
| 25   | 2                                       | S    | /     |        |                             |                 |                   |             |                   |                         | 15                         |
| 26   | 3                                       | S    | /     |        |                             |                 |                   |             |                   |                         | 15                         |
| 27   | 4                                       | S    | /     |        |                             |                 |                   |             |                   |                         | 15                         |
| 28   | 5                                       | S    | /     |        |                             |                 |                   |             |                   |                         | 5                          |
| 29   | 6                                       | S    | /     |        |                             |                 |                   |             |                   |                         | 5                          |
| 30   | 7                                       | S    | /     |        |                             |                 |                   |             |                   |                         | 20                         |
| 31   | 8                                       | S    | /     |        |                             |                 |                   |             |                   |                         | 20                         |
| 32   | 9                                       | S    | /     |        |                             |                 |                   |             |                   |                         | 20                         |
| 33   | 10                                      | S    | /     |        |                             |                 |                   |             |                   |                         | 20                         |
| 35   | 11                                      | S    | /     |        |                             |                 |                   |             |                   |                         | 5                          |
| 36   | 12                                      | S    | /     |        |                             |                 |                   |             |                   |                         | 15                         |
| 37   | 13                                      | S    | /     |        |                             |                 |                   |             |                   |                         | 5                          |
| 38   | 14                                      | S    | /     |        |                             |                 |                   |             |                   |                         | 20                         |
| 39   | 15                                      | S    | /     |        |                             |                 |                   |             |                   |                         | 20                         |
| 40   | 16                                      | S    | /     |        |                             |                 |                   |             |                   |                         | 20                         |
| 41   | 17                                      | S    | /     |        |                             |                 |                   |             |                   |                         | 5                          |
| 42   | 18                                      | S    | /     |        |                             |                 |                   |             |                   |                         | 20                         |
| 43   | 19                                      | S    | /     |        |                             |                 |                   |             |                   |                         | 5                          |
| 44   | 20                                      | S    | /     |        |                             |                 |                   |             |                   |                         | 10                         |
| 45   |                                         |      |       |        |                             |                 |                   |             |                   |                         | 10                         |

Proposal Items:

# Irrigation Technical Inspection Report

|                       |     |                   |       |      |      |                    |                   |                     |       |
|-----------------------|-----|-------------------|-------|------|------|--------------------|-------------------|---------------------|-------|
| Irrigation Controller |     | Source Connection |       |      |      | Site Name          |                   | Sawgrass 2 Lot 2    |       |
| Location              |     | Location          |       |      |      | Location           |                   |                     |       |
| Type/Size             |     | Size              |       |      |      | Technician         |                   | Jell                |       |
| Rain Gauge            | Y N | Source            | Meter | Well | Pump | Date of Inspection |                   | 7-18-14             |       |
| Power On              | Y N | Read Meter        |       |      |      |                    |                   |                     |       |
| General Information   |     | Backflow          | Y     | N    |      | A                  | Set to Run        | Odd Even Every Days | 11 PM |
| PRV                   |     | PRV               | Y     | N    |      |                    | (or) Days of Week | S M Tu W Th F S     |       |
| Master                |     | Master            | Y     | N    |      | B                  | Set to Run        | Odd Even Every Days | 11 PM |
| Valve                 |     | Valve             |       |      |      |                    | (or) Days of Week | S M Tu W Th F S     |       |

## Repairs Proposal or Completed Repairs

| Zone | Controller | Head Type<br>(Rotor, Spray, Drip, etc.) | Plant Type |       |        | Pipes              |  | Broken Heads    |                   |             |                   | Cleaned/Replaced Nozzle | Comments & Recommendations |
|------|------------|-----------------------------------------|------------|-------|--------|--------------------|--|-----------------|-------------------|-------------|-------------------|-------------------------|----------------------------|
|      |            |                                         | Turf       | Shrub | Annual | Lateral Line Break |  | Turf Spray (4") | Shrub Spray (12") | Fixed Riser | Gear Driven Rotor |                         |                            |
| 14   | 1          | S                                       |            |       |        |                    |  |                 |                   |             |                   |                         | 10                         |
| 15   | 2          | S                                       |            |       |        |                    |  |                 |                   |             |                   |                         | 15                         |
| 16   | 3          | S                                       |            |       |        |                    |  |                 |                   |             |                   |                         | 30                         |
| 17   | 4          | S                                       |            |       |        |                    |  |                 |                   |             |                   |                         | 10                         |
| 18   | 5          | R                                       |            |       |        |                    |  |                 |                   |             |                   |                         | 30                         |
| 19   | 6          | S                                       |            |       |        |                    |  |                 |                   |             |                   |                         | 30                         |
| 20   | 7          | R                                       |            |       |        |                    |  |                 |                   |             |                   |                         | 30                         |
| 21   | 8          | S                                       |            |       |        |                    |  |                 |                   |             |                   |                         | 30                         |
| 22   | 9          | S                                       |            |       |        |                    |  |                 |                   |             |                   |                         | 30                         |
| 23   | 10         | R                                       |            |       |        |                    |  |                 |                   |             |                   |                         | 30                         |
| 24   | 11         | D                                       |            |       |        |                    |  |                 |                   |             |                   |                         | 30                         |
| 25   | 12         | D                                       |            |       |        |                    |  |                 |                   |             |                   |                         | 15                         |
| 26   | 13         | S                                       |            |       |        |                    |  |                 |                   |             |                   |                         | 30                         |
|      | 14         |                                         |            |       |        |                    |  |                 |                   |             |                   |                         |                            |
|      | 15         |                                         |            |       |        |                    |  |                 |                   |             |                   |                         |                            |
|      | 16         |                                         |            |       |        |                    |  |                 |                   |             |                   |                         |                            |
|      | 17         |                                         |            |       |        |                    |  |                 |                   |             |                   |                         |                            |
|      | 18         |                                         |            |       |        |                    |  |                 |                   |             |                   |                         |                            |
|      | 19         |                                         |            |       |        |                    |  |                 |                   |             |                   |                         |                            |
|      | 20         |                                         |            |       |        |                    |  |                 |                   |             |                   |                         |                            |

**Proposal Items:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# Irrigation Technical Inspection Report

|                       |     |                   |       |      |      |                    |                   |                                                                                                                         |       |
|-----------------------|-----|-------------------|-------|------|------|--------------------|-------------------|-------------------------------------------------------------------------------------------------------------------------|-------|
| Irrigation Controller |     | Source Connection |       |      |      | Site Name          |                   | Savgrass 2 lot 2                                                                                                        |       |
| Location              |     | Location          |       |      |      | Location           |                   |                                                                                                                         |       |
| Type/Size             |     | Size              |       |      |      | Technician         |                   | Jed                                                                                                                     |       |
| Rain Gauge            | Y N | Source            | Meter | Well | Pump | Date of Inspection |                   | 7-18-24                                                                                                                 |       |
| Power On              | Y N | Read Meter        |       |      |      |                    |                   |                                                                                                                         |       |
| General Information   |     | Backflow          | Y     | N    |      | A                  | Set to Run        | Odd Even Every Days                                                                                                     | 11 pm |
| PRV                   |     | PRV               | Y     | N    |      |                    | (or) Days of Week | S <input checked="" type="checkbox"/> Tu <input checked="" type="checkbox"/> Th <input checked="" type="checkbox"/> F S |       |
| Master                |     | Master            | Y     | N    |      | B                  | Set to Run        | Odd Even Every Days                                                                                                     | 11 pm |
| Valve                 |     | Valve             |       |      |      |                    | (or) Days of Week | S M <input checked="" type="checkbox"/> W <input checked="" type="checkbox"/> F <input checked="" type="checkbox"/>     |       |

| Repairs Proposal or Completed Repairs |                                         |            |       |              |                    |                 |                   |             |                   |                            |                         |
|---------------------------------------|-----------------------------------------|------------|-------|--------------|--------------------|-----------------|-------------------|-------------|-------------------|----------------------------|-------------------------|
| Controller                            |                                         | Plant Type | Pipes | Broken Heads |                    |                 |                   |             |                   | Comments & Recommendations |                         |
| Zone                                  | Head Type<br>(Rotor, Spray, Drip, etc.) | Turf       | Shrub | Annual       | Lateral Line Break | Turf Spray (4") | Shrub Spray (12") | Fixed Riser | Gear Driven Rotor |                            | Cleaned/Replaced Nozzle |
| 1                                     | S                                       | /          |       |              |                    |                 |                   |             |                   |                            | A. 30                   |
| 2                                     | S                                       | /          |       |              |                    |                 |                   |             |                   |                            | 30                      |
| 3                                     | S                                       |            | /     |              |                    |                 |                   |             |                   |                            | 30                      |
| 4                                     | S                                       |            | /     |              |                    |                 |                   |             |                   |                            | 30                      |
| 5                                     | R                                       | /          | /     |              |                    |                 |                   |             |                   |                            | 30                      |
| 6                                     | S                                       | /          |       |              |                    |                 |                   |             |                   |                            | 30                      |
| 7                                     | R                                       | /          | /     |              |                    |                 |                   |             |                   |                            | 30                      |
| 8                                     | S                                       |            | /     |              |                    |                 |                   |             |                   |                            | 30                      |
| 9                                     | S                                       |            | /     |              |                    |                 |                   |             |                   |                            | 30                      |
| 10                                    | R                                       | /          |       |              |                    |                 |                   |             |                   |                            | 30                      |
| 11                                    | S                                       |            | /     |              |                    |                 |                   |             |                   |                            | 30                      |
| 12                                    | S                                       | /          |       |              |                    |                 |                   |             |                   |                            | 10                      |
| 13                                    | R                                       | /          |       |              |                    |                 |                   |             |                   |                            | 30                      |
| 14                                    |                                         |            |       |              |                    |                 |                   |             |                   |                            |                         |
| 15                                    |                                         |            |       |              |                    |                 |                   |             |                   |                            |                         |
| 16                                    |                                         |            |       |              |                    |                 |                   |             |                   |                            |                         |
| 17                                    |                                         |            |       |              |                    |                 |                   |             |                   |                            |                         |
| 18                                    |                                         |            |       |              |                    |                 |                   |             |                   |                            |                         |
| 19                                    |                                         |            |       |              |                    |                 |                   |             |                   |                            |                         |
| 20                                    |                                         |            |       |              |                    |                 |                   |             |                   |                            |                         |

**Proposal Items:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



# Irrigation Technical Inspection Report

|                       |                                                            |                   |                                                            |      |            |                    |                                                                                                                                                                                                                       |       |
|-----------------------|------------------------------------------------------------|-------------------|------------------------------------------------------------|------|------------|--------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|
| Irrigation Controller |                                                            | Source Connection |                                                            |      | Site Name  |                    | Lotts 2 of 2                                                                                                                                                                                                          |       |
| Location              |                                                            | Location          |                                                            |      | Location   |                    |                                                                                                                                                                                                                       |       |
| Type/Size             |                                                            | Size              |                                                            |      | Technician |                    | Jell                                                                                                                                                                                                                  |       |
| Rain Gauge            | <input checked="" type="radio"/> Y <input type="radio"/> N | Source            | Meter                                                      | Well | Pump       | Date of Inspection | 7-18-24                                                                                                                                                                                                               |       |
| Power On              | <input checked="" type="radio"/> Y <input type="radio"/> N | Read Meter        |                                                            |      |            |                    |                                                                                                                                                                                                                       |       |
| General Information   |                                                            | Backflow          | <input checked="" type="radio"/> Y <input type="radio"/> N |      |            | A Set to Run       | Odd Even Every Days                                                                                                                                                                                                   | 10 PM |
| PRV                   |                                                            | PRV               | <input checked="" type="radio"/> Y <input type="radio"/> N |      |            | (or) Days of Week  | S <input checked="" type="radio"/> M <input checked="" type="radio"/> Tu <input checked="" type="radio"/> W <input checked="" type="radio"/> Th <input checked="" type="radio"/> F <input checked="" type="radio"/> S |       |
| Master                |                                                            | Master            | <input checked="" type="radio"/> Y <input type="radio"/> N |      |            | B Set to Run       | Odd Even Every Days                                                                                                                                                                                                   | 10 PM |
| Valve                 |                                                            | Valve             |                                                            |      |            | (or) Days of Week  | S <input checked="" type="radio"/> M <input checked="" type="radio"/> Tu <input checked="" type="radio"/> W <input checked="" type="radio"/> Th <input checked="" type="radio"/> F <input checked="" type="radio"/> S |       |

## Repairs Proposal or Completed Repairs

| Zone | Controller | Head Type<br>(Rotor, Spray, Drip, etc.) | Plant Type |       |        | Pipes              |  | Broken Heads    |                   |             |                   |  | Cleaned/Replaced Nozzle | Comments & Recommendations |
|------|------------|-----------------------------------------|------------|-------|--------|--------------------|--|-----------------|-------------------|-------------|-------------------|--|-------------------------|----------------------------|
|      |            |                                         | Turf       | Shrub | Annual | Lateral Line Break |  | Turf Spray (4") | Shrub Spray (12") | Fixed Riser | Gear Driven Rotor |  |                         |                            |
| 19   | 1          | D                                       | /          | /     |        |                    |  |                 |                   |             |                   |  | 10                      |                            |
| 20   | 2          | S                                       | /          | /     |        |                    |  |                 |                   |             |                   |  | 15                      |                            |
| 21   | 3          | S                                       | /          | /     |        |                    |  |                 |                   |             |                   |  | 15                      |                            |
| 22   | 4          | S                                       | /          | /     |        |                    |  |                 |                   |             |                   |  | 15                      |                            |
| 23   | 5          | R                                       | /          | /     |        |                    |  |                 |                   |             |                   |  | 30                      |                            |
| 24   | 6          | off                                     | /          | /     |        |                    |  |                 |                   |             |                   |  | —                       | off                        |
| 25   | 7          | off                                     | /          | /     |        |                    |  |                 |                   |             |                   |  | —                       | off                        |
| 26   | 8          | S                                       | /          | /     |        |                    |  |                 |                   |             |                   |  | 15                      |                            |
| 27   | 9          | D                                       | /          | /     |        |                    |  |                 |                   |             |                   |  | 10                      |                            |
| 28   | 10         | S                                       | /          | /     |        |                    |  |                 |                   |             |                   |  | 15                      |                            |
| 29   | 11         | S                                       | /          | /     |        |                    |  |                 |                   |             |                   |  | 15                      |                            |
| 30   | 12         | S                                       | /          | /     |        |                    |  |                 |                   |             |                   |  | 10                      |                            |
| 31   | 13         | S                                       | /          | /     |        |                    |  |                 |                   |             |                   |  | 15                      |                            |
| 32   | 14         | S                                       | /          | /     |        |                    |  |                 |                   |             |                   |  | 15                      |                            |
| 33   | 15         | R                                       | /          | /     |        |                    |  |                 |                   |             |                   |  | 20                      |                            |
| 34   | 16         | D                                       | /          | /     |        |                    |  |                 |                   |             |                   |  | 30                      |                            |
| 35   | 17         | S                                       | /          | /     |        |                    |  |                 |                   |             |                   |  | 15                      |                            |
| 36   | 18         | R                                       | /          | /     |        |                    |  |                 |                   |             |                   |  | 30                      |                            |
|      | 19         |                                         |            |       |        |                    |  |                 |                   |             |                   |  |                         |                            |
|      | 20         |                                         |            |       |        |                    |  |                 |                   |             |                   |  |                         |                            |

Proposal Items:

# Irrigation Technical Inspection Report

|                       |     |                   |       |      |      |                    |  |         |      |       |      |       |   |   |
|-----------------------|-----|-------------------|-------|------|------|--------------------|--|---------|------|-------|------|-------|---|---|
| Irrigation Controller |     | Source Connection |       |      |      | Site Name          |  | Cott's  |      | 1st 2 |      |       |   |   |
| Location              |     | Location          |       |      |      | Location           |  |         |      |       |      |       |   |   |
| Type/Size             |     | Size              |       |      |      | Technician         |  | Jdl     |      |       |      |       |   |   |
| Rain Gauge            | Y N | Source            | Meter | Well | Pump | Date of Inspection |  | 7-18-21 |      |       |      |       |   |   |
| Power On              | Y N | Read Meter        |       |      |      |                    |  |         |      |       |      |       |   |   |
| General Information   |     | Backflow          | Y     | N    |      | A Set to Run       |  | Odd     | Even | Every | Days | 10 PM |   |   |
| PRV                   |     | PRV               | Y     | N    |      | (or) Days of Week  |  | S       | M    | Tu    | W    | Th    | F | S |
| Master                |     | Master            | Y     | N    |      | B Set to Run       |  | Odd     | Even | Every | Days | 10 PM |   |   |
| Valve                 |     | Valve             |       |      |      | (or) Days of Week  |  | S       | M    | W     | Th   | F     | S |   |

## Repairs Proposal or Completed Repairs

| Controller |                                         | Plant Type |       |        | Pipes              | Broken Heads    |                   |             |                   |                         |    | Comments & Recommendations |
|------------|-----------------------------------------|------------|-------|--------|--------------------|-----------------|-------------------|-------------|-------------------|-------------------------|----|----------------------------|
| Zone       | Head Type<br>(Rotor, Spray, Drip, etc.) | Turf       | Shrub | Annual | Lateral Line Break | Turf Spray (4") | Shrub Spray (12") | Fixed Riser | Gear Driven Rotor | Cleaned/Replaced Nozzle |    |                            |
| 1          | D                                       | /          | /     |        |                    |                 |                   |             |                   |                         | 30 | A                          |
| 2          | S                                       | /          | /     |        |                    |                 |                   |             |                   |                         | 15 |                            |
| 3          | D                                       | /          | /     |        |                    |                 |                   |             |                   |                         | 30 |                            |
| 4          | R                                       | /          | /     |        |                    |                 |                   |             |                   |                         | 30 |                            |
| 5          | D                                       | /          | /     |        |                    |                 |                   |             |                   |                         | 15 |                            |
| 6          | R                                       | /          | /     |        |                    |                 |                   |             |                   |                         | 30 |                            |
| 7          | R                                       | /          | /     |        |                    |                 |                   |             |                   |                         | 30 |                            |
| 8          | D                                       | /          | /     |        |                    |                 |                   |             |                   |                         | 10 |                            |
| 9          | S                                       | /          | /     |        |                    |                 |                   |             |                   |                         | 15 |                            |
| 10         | S                                       | /          | /     |        |                    |                 |                   |             |                   |                         | 15 |                            |
| 11         | D                                       | /          | /     |        |                    |                 |                   |             |                   |                         | 10 |                            |
| 12         | S                                       | /          | /     |        |                    |                 |                   |             |                   |                         | 15 |                            |
| 13         | S                                       | /          | /     |        |                    |                 |                   |             |                   |                         | 15 |                            |
| 14         | D                                       | /          | /     |        |                    |                 |                   |             |                   |                         | 10 |                            |
| 15         | R                                       | /          | /     |        |                    |                 |                   |             |                   |                         | 30 |                            |
| 16         | R                                       | /          | /     |        |                    |                 |                   |             |                   |                         | 30 |                            |
| 17         | D                                       | /          | /     |        |                    |                 |                   |             |                   |                         | 10 |                            |
| 18         | S                                       | /          | /     |        |                    |                 |                   |             |                   |                         | 15 |                            |
| 19         |                                         |            |       |        |                    |                 |                   |             |                   |                         |    |                            |
| 20         |                                         |            |       |        |                    |                 |                   |             |                   |                         |    |                            |

Proposal Items:

# Irrigation Technical Inspection Report

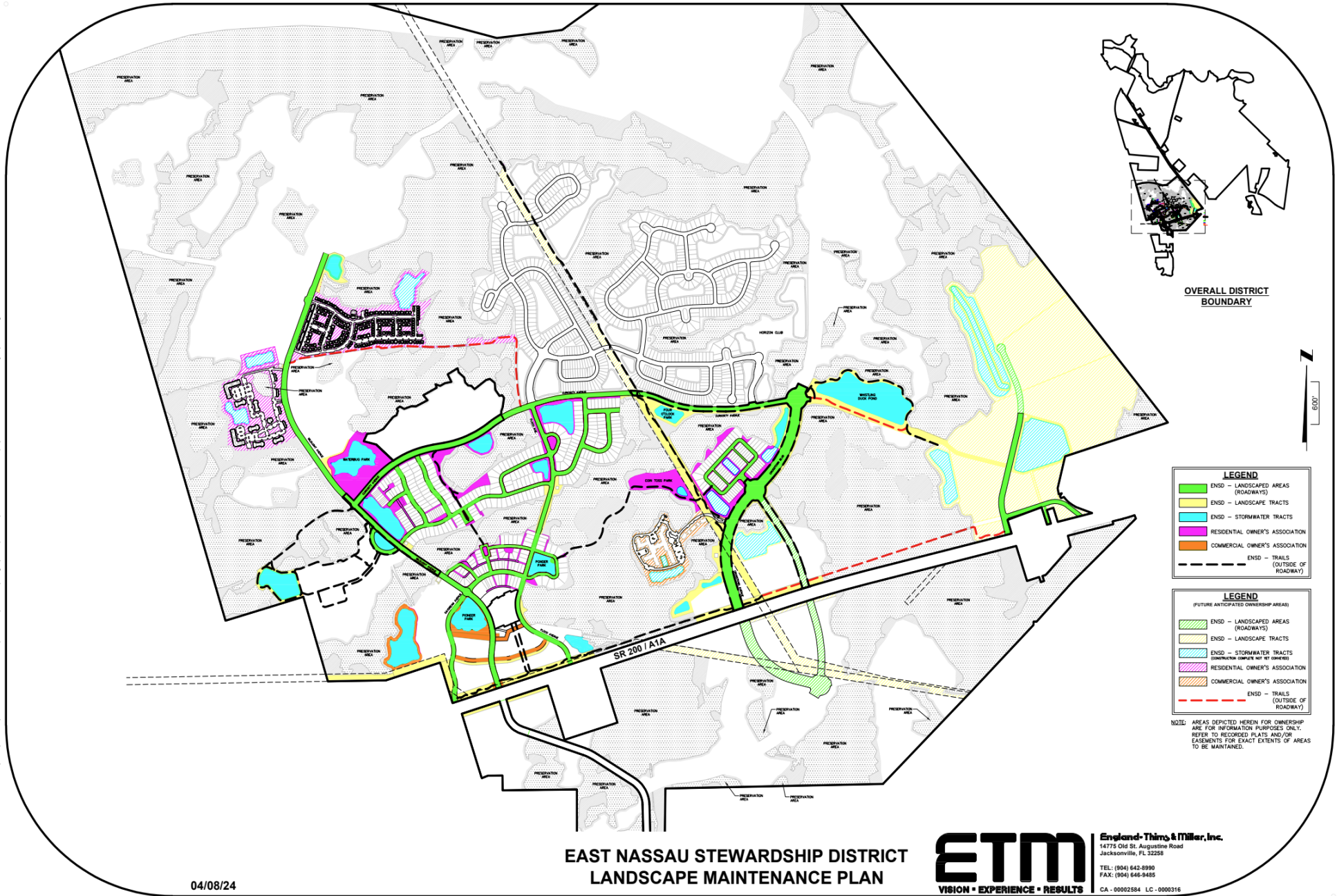
## EXHIBIT “D”

The Greenery – July 2024 Landscape Maintenance Reports



# Landscape Maintenance Schedule

1: 1/2019 (V19-209) 19-209-02 - Stewardship District Landscaping Needs Analysis - ACD.dwg (11/1/19) 11/1/19 1:20 PM, 11/1/19 ANTHONY LOMAS





# MAINTENANCE UPDATE

## PUNCH ITEMS - Completed this week

| Area        | Type   | Description                                                     | Follow-up  |
|-------------|--------|-----------------------------------------------------------------|------------|
| Townhomes   | Shrubs | 250 Wildlight - Remove dead shrubs                              |            |
| Townhomes   | Shrubs | Cut seed stalks off of sidewalk                                 | Sched 6/28 |
| Townhomes   | Weeds  | Vines on palm tree                                              | Sched 6/28 |
| Townhomes   | Weeds  | Weeds in mondo grass, need to hand pull                         | Sched 6/28 |
| Townhomes   | Shrubs | Cut grasses back from AC units and address posts (221 Daydream) | Sched 6/28 |
| Townhomes   | Mowing | 250 Daydream - Fill in around irrigation repair                 |            |
| Townhomes   | Shrubs | Trim grasses back from AC units                                 | Sched 6/28 |
| Common Area | Shrubs | Trim grasses back from curb lines behind Tastys                 |            |
| Common Area | Weeds  | Commercial area                                                 |            |
| Common Area | Weeds  | Waterbug walk ways - weeds and grasses cut off sidewalk         |            |
| Common Area | Mowing | Storm drain behind bed across from Del Webb sign                |            |
| Common Area | Shrubs | Dead palm fronds at pool                                        |            |
| Townhomes   | Weeds  | Throughout beds                                                 |            |
| Townhomes   | Weeds  | Crack weeds                                                     |            |
| Townhomes   | Shrubs | Picked up clippings                                             |            |
| Townhomes   | Shrubs | Installs completed                                              |            |
|             |        |                                                                 |            |

## PUNCH ITEMS - OPEN

| Area        | Type            | Description                                                   | Follow-up                                                |
|-------------|-----------------|---------------------------------------------------------------|----------------------------------------------------------|
| Common Area | Irrigation      | Check turf at Ponder Cir monument sign                        | Irrigation break, need to replace along with Ponder park |
| Common Area | Shrubs          | Missing Magnolia on Extension                                 | Alex                                                     |
| Common Area | Irrigation      | 2-wire on top of soil. Office condos                          |                                                          |
| Common Area | Irrigation      | Lot of bubblers are stick up in the air. Need to resolve that | In progress                                              |
| Common Area | Shrubs          | Finish trimming bio swale while dry                           | Bryan                                                    |
| Common Area | Irrigation      | Rain sensors                                                  |                                                          |
| Common Area | Mowing          | Refresh playground mulch                                      | Hammcok completed, Waterbug early next week              |
| Common Area | Irrigation      | Dog Trot Park                                                 | Water is working, still working on connecting to clock   |
| Common Area | Shrubs          | Need to add grasses at mobility trail under oak               |                                                          |
| Common Area | Enhancement opp | Turf at Ponder Cir needs to be replaced                       |                                                          |
| Common Area | Weeds           | Cattails in bioswale by townhomes                             |                                                          |
| Common Area | Irrigation      | Need to install moisture meter                                |                                                          |
| Townhomes   | Irrigation      | Cap bubbler by Julep and Daydream                             |                                                          |
| Common Area | Weeds           | Weeds in black top / cart path                                |                                                          |
| Common Area | Shrubs          | Tree suckers down Floco                                       |                                                          |
| Common Area | Shrubs          | Trim grasses off of sidewalk at Publix berm                   |                                                          |
| Common Area | Weeds           | Publix berm                                                   |                                                          |
| Common Area | Weeds           | In tree rings along Floco and Homegrown                       |                                                          |

# MAINTENANCE UPDATE

|             |        |                                                            |  |
|-------------|--------|------------------------------------------------------------|--|
| Common Area | Weeds  | Waterbug park bridge (cut grasses off of rocks)            |  |
| Common Area | Shrubs | Trim wax myrtles at Wildlight Ave and Sawgrass JEA station |  |
| Common Area | Weeds  | Weeds in bed by home on north side of Sawgrass by Floco    |  |
| Common Area | Weeds  | Crack weeds                                                |  |
|             |        |                                                            |  |
|             |        |                                                            |  |

## PUNCH ITEMS - HISTORICAL (1 month trailing)

| Area        | Type              | Description                                                 | Follow-up                      |
|-------------|-------------------|-------------------------------------------------------------|--------------------------------|
| Common Area | Weeds             | Dollarweed starting in beds in Rayonier parking lot         |                                |
| Townhomes   | Plant Health Care | Turf weeds - 222 Wildlight backyard, 238 Daydream side yard | Sched to treat 6/18            |
| Townhomes   | Weeds             | Weeds in gravel at Morning Ray                              |                                |
| Common Area | Irrigation        | Break at park in Rayonier parking lot                       | No breaks found, clock is FPLs |
| Common Area | Weeds             | Dollarweed starting in beds in Rayonier parking lot         |                                |
| Common Area | Weeds             | Coin Toss park                                              |                                |
| Common Area | Weeds             | Whistling duck beds by pond                                 |                                |
|             |                   |                                                             |                                |
|             |                   |                                                             |                                |

|  |                                                      |
|--|------------------------------------------------------|
|  | 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    |                      |                                        |                  |              |              |               |           |
|               | Forest Park          | Grass count around pond                |                  |              |              |               |           |
|               | Buttonwood Park      | Bed plantings                          |                  |              |              |               |           |
|               | Sawgrass Park        | Bed plantings                          |                  |              |              |               |           |
|               | Crosstown            | Plant additions                        |                  |              |              |               |           |
|               | Tinker Rd            | Dead Palm                              |                  |              |              |               |           |
|               | Homegrown East       | Irrigation proposal                    |                  |              |              |               |           |
| DELIVERED     |                      |                                        |                  |              |              |               |           |
|               | School Trail         | Plant and turf install                 | Proposed         | \$ 19,845    | 30-Apr       |               |           |
|               |                      |                                        |                  |              |              |               |           |
|               |                      |                                        |                  |              |              |               |           |
|               |                      |                                        |                  |              |              |               |           |
| LOST          |                      |                                        |                  |              |              |               |           |
|               |                      |                                        |                  |              |              |               |           |
| WON           |                      |                                        |                  |              |              |               |           |
|               | Forest Park          | Pond Drain Repair                      | Needs Scheduling | Warranty     |              |               |           |
|               | Townhomes            | Grasses Along Walkway                  | Completed        | \$ 1,975     |              | 30-Apr        |           |
|               | Buttonwood Park      | Redbud Ln sod install                  | Needs Scheduling | \$ 1,920     |              |               |           |
|               | Townhomes            | Plant install along front of buildings | Needs Scheduling | \$ 2,167     |              |               |           |
|               | Stewardship District | Pine Tree Cut Down                     | Completed        | \$ 2,000     |              | 1-May         |           |
|               | Railway Park         | Replace Bulvine                        | Completed        | \$ 1,160     |              | 5-Apr         |           |
|               | Julep Park           | Cord Grass Addition                    | Needs addtl      | \$ 555       |              |               |           |
|               | Townhomes            | 222 Wildlight Ave Sod                  | Needs Addtl      | \$ 2,080     |              |               |           |
|               | Curiosity & Floco    | Drainage and turf improvements         | In progress      | \$ 55,000    |              |               |           |

# MAINTENANCE UPDATE

## PUNCH ITEMS - Completed this week

| Area        | Type       | Description                                                | Follow-up                                   |
|-------------|------------|------------------------------------------------------------|---------------------------------------------|
| Common Area | Weeds      | Weeds in bed by home on north side of Sawgrass by Floco    |                                             |
| Common Area | Weeds      | Crack weeds                                                |                                             |
| Townhomes   | Irrigation | Cap bubbler by Julep and Daydream                          |                                             |
| Common Area | Irrigation | Need to install moisture meter                             |                                             |
| Common Area | Mowing     | Refresh playground mulch                                   | Hammcok completed, Waterbug early next week |
| Common Area | Irrigation | Rain sensors                                               |                                             |
| Common Area | Weeds      | Waterbug park bridge (cut grasses off of rocks)            |                                             |
| Common Area | Shrubs     | Trim wax myrtles at Wildlight Ave and Sawgrass JEA station |                                             |
| Common Area | Irrigation | Break at park in Rayonier parking lot                      | Break repaired on Weds morning              |
| Common Area | Weeds      | Commercial area                                            | Completed Monday morning                    |
|             |            |                                                            |                                             |
|             |            |                                                            |                                             |
|             |            |                                                            |                                             |

## PUNCH ITEMS - OPEN

| Area        | Type            | Description                                                   | Follow-up                                                |
|-------------|-----------------|---------------------------------------------------------------|----------------------------------------------------------|
| Common Area | Irrigation      | Check turf at Ponder Cir monument sign                        | Irrigation break, need to replace along with Ponder park |
| Common Area | Shrubs          | Missing Magnolia on Extension                                 | Alex                                                     |
| Common Area | Irrigation      | 2-wire on top of soil. Office condos                          |                                                          |
| Common Area | Irrigation      | Lot of bubblers are stick up in the air. Need to resolve that | In progress                                              |
| Common Area | Shrubs          | Finish trimming bio swale while dry                           | Bryan                                                    |
| Common Area | Irrigation      | Dog Trot Park                                                 | Water is working, still working on connecting to clock   |
| Common Area | Shrubs          | Need to add grasses at mobility trail under oak               |                                                          |
| Common Area | Enhancement opp | Turf at Ponder Cir needs to be replaced                       |                                                          |
| Common Area | Weeds           | Cattails in bioswale by townhomes                             |                                                          |
| Common Area | Weeds           | Weeds in black top / cart path                                |                                                          |
| Common Area | Shrubs          | Tree suckers down Floco                                       |                                                          |
| Common Area | Shrubs          | Trim grasses off of sidewalk at Publix berm                   |                                                          |
| Common Area | Weeds           | Publix berm                                                   |                                                          |
| Common Area | Weeds           | In tree rings along Floco and Homegrown                       |                                                          |
|             |                 |                                                               |                                                          |
|             |                 |                                                               |                                                          |
|             |                 |                                                               |                                                          |
|             |                 |                                                               |                                                          |
|             |                 |                                                               |                                                          |

# MAINTENANCE UPDATE

## PUNCH ITEMS - HISTORICAL (1 month trailing)

| Area        | Type              | Description                                                     | Follow-up           |
|-------------|-------------------|-----------------------------------------------------------------|---------------------|
| Common Area | Weeds             | Dollarweed starting in beds in Rayonier parking lot             |                     |
| Townhomes   | Plant Health Care | Turf weeds - 222 Wildlight backyard, 238 Daydream side yard     | Sched to treat 6/18 |
| Townhomes   | Weeds             | Weeds in gravel at Morning Ray                                  |                     |
| Common Area | Weeds             | Dollarweed starting in beds in Rayonier parking lot             |                     |
| Common Area | Weeds             | Coin Toss park                                                  |                     |
| Common Area | Weeds             | Whistling duck beds by pond                                     |                     |
| Townhomes   | Shrubs            | 250 Wildlight - Remove dead shrubs                              |                     |
| Townhomes   | Shrubs            | Cut seed stalks off of sidewalk                                 | Sched 6/28          |
| Townhomes   | Weeds             | Vines on palm tree                                              | Sched 6/28          |
| Townhomes   | Weeds             | Weeds in mondo grass, need to hand pull                         | Sched 6/28          |
| Townhomes   | Shrubs            | Cut grasses back from AC units and address posts (221 Daydream) | Sched 6/28          |
| Townhomes   | Mowing            | 250 Daydream - Fill in around irrigation repair                 |                     |
| Townhomes   | Shrubs            | Trim grasses back from AC units                                 | Sched 6/28          |
| Common Area | Shrubs            | Trim grasses back from curb lines behind Tastys                 |                     |
| Common Area | Weeds             | Commercial area                                                 |                     |
| Common Area | Weeds             | Waterbug walk ways - weeds and grasses cut off sidewalk         |                     |
| Common Area | Mowing            | Storm drain behind bed across from Del Webb sign                |                     |
| Common Area | Shrubs            | Dead palm fronds at pool                                        |                     |
| Townhomes   | Weeds             | Throughout beds                                                 |                     |
| Townhomes   | Weeds             | Crack weeds                                                     |                     |
| Townhomes   | Shrubs            | Picked up clippings                                             |                     |
| Townhomes   | Shrubs            | Installs completed                                              |                     |
|             |                   |                                                                 |                     |
|             |                   |                                                                 |                     |

# MAINTENANCE UPDATE

## PUNCH ITEMS - Completed this week

| Area        | Type       | Description                                         | Follow-up                                                             |
|-------------|------------|-----------------------------------------------------|-----------------------------------------------------------------------|
| Common Area | Irrigation | Need to install moisture meter                      | Completed by K. Sanders @ Waterbug Park in big turf area              |
| Common Area | Mowing     | Refresh playground mulch                            | Hammcok completed, Waterbug early next week                           |
| Townhomes   | Irrigation | Checked several clocks and adjusted per Roger       | K. Sanders & Z. Higginbotham completed with Roger during walk         |
| Common Area | Irrigation | Repair at cut asphalt path on Wildlife Ave          | Found buried rotor 4ft in the ground and capped off, please see photo |
| Common Area | Weeds      | Commercial area                                     | Completed Monday morning                                              |
| Common Area | Weeds      | Dumpster area weed email                            | Completed Thurs 7.25.24                                               |
| Common Area | Weeds      | Cattails in bioswale by townhomes                   | Completed Thurs 7.25.24                                               |
| Common Area | Shrubs     | Removal of weeds in bioswell                        | Completed Thurs 7.25.24                                               |
| Common Area | Weeds      | Dollarweed starting in beds in Rayonier parking lot | Sprayed morning of 7.26.24                                            |
| Common Area | Shrubs     | Trim grasses back from curb lines behind Tastys     | Completed week of 7.22.24, additional trimming on 7.29.24             |
| Townhomes   | Weeds      | Crack weeds                                         | Weekly moving forward as of 7.25.24                                   |
| Townhomes   | Weeds      | Throughout beds                                     | Weekly moving forward as of 7.25.24                                   |
| Townhomes   | Shrubs     | Picked up clippings                                 | Weekly moving forward as of 7.25.24                                   |
| Common Area | Weeds      | Weeds in black top / cart path                      | Bryan completed this section but others found, working on weekly      |

## PUNCH ITEMS - OPEN

| Area        | Type            | Description                                                   | Follow-up                                                |
|-------------|-----------------|---------------------------------------------------------------|----------------------------------------------------------|
| Common Area | Irrigation      | Check turf at Ponder Cir monument sign                        | Irrigation break, need to replace along with Ponder park |
| Common Area | Shrubs          | Missing Magnolia on Extension                                 | Alex                                                     |
| Common Area | Irrigation      | 2-wire on top of soil. Office condos                          |                                                          |
| Common Area | Irrigation      | Lot of bubblers are stick up in the air. Need to resolve that | Will be worked on a weekly basis                         |
| Common Area | Irrigation      | Dog Trot Park                                                 | Water is working, still working on connecting to clock   |
| Common Area | Shrubs          | Need to add grasses at mobility trail under oak               |                                                          |
| Common Area | Enhancement opp | Turf at Ponder Cir needs to be replaced                       |                                                          |
| Common Area | Shrubs          | Tree suckers down Floco                                       |                                                          |
| Common Area | Shrubs          | Trim grasses off of sidewalk at Publix berm                   | Monday 7.29.24                                           |
| Common Area | Weeds           | Publix berm                                                   | Monday 7.29.24                                           |
| Common Area | Weeds           | In tree rings along Floco and Homegrown                       |                                                          |
|             |                 |                                                               |                                                          |
|             |                 |                                                               |                                                          |
|             |                 |                                                               |                                                          |
|             |                 |                                                               |                                                          |
|             |                 |                                                               |                                                          |

## PUNCH ITEMS - HISTORICAL (1 month trailing)

| Area | Type | Description | Follow-up |
|------|------|-------------|-----------|
|------|------|-------------|-----------|

# MAINTENANCE UPDATE

|             |                   |                                                                 |                     |
|-------------|-------------------|-----------------------------------------------------------------|---------------------|
| Common Area | Weeds             | Dollarweed starting in beds in Rayonier parking lot             |                     |
| Townhomes   | Plant Health Care | Turf weeds - 222 Wildlight backyard, 238 Daydream side yard     | Sched to treat 6/18 |
| Townhomes   | Weeds             | Weeds in gravel at Morning Ray                                  |                     |
| Common Area | Weeds             | Dollarweed starting in beds in Rayonier parking lot             |                     |
| Common Area | Weeds             | Coin Toss park                                                  |                     |
| Common Area | Weeds             | Whistling duck beds by pond                                     |                     |
| Townhomes   | Shrubs            | 250 Wildlight - Remove dead shrubs                              |                     |
| Townhomes   | Shrubs            | Cut grasses back from AC units and address posts (221 Daydream) | Sched 6/28          |
| Townhomes   | Mowing            | 250 Daydream - Fill in around irrigation repair                 |                     |
| Townhomes   | Shrubs            | Trim grasses back from AC units                                 | Sched 6/28          |
| Common Area | Shrubs            | Trim grasses back from curb lines behind Tastys                 |                     |
| Common Area | Weeds             | Waterbug walk ways - weeds and grasses cut off sidewalk         |                     |
| Common Area | Shrubs            | Dead palm fronds at pool                                        |                     |
| Townhomes   | Shrubs            | Installs completed                                              |                     |

**EAST NASSAU  
STEWARDSHIP DISTRICT**

**STAFF  
REPORTS E**



| EAST NASSAU STEWARDSHIP DISTRICT                                                             |                                          |          |
|----------------------------------------------------------------------------------------------|------------------------------------------|----------|
|                                                                                              |                                          |          |
| BOARD OF SUPERVISORS FISCAL YEAR 2023/2024 MEETING SCHEDULE                                  |                                          |          |
|                                                                                              |                                          |          |
| LOCATION                                                                                     |                                          |          |
| <i>Fernandina Beach Municipal Airport, 700 Airport Road, Fernandina Beach, Florida 32034</i> |                                          |          |
|                                                                                              |                                          |          |
| 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 <b>CANCELED</b>                                                            | 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<br><i>rescheduled to July 25, 2024</i>                                         | Regular Meeting                          | 10:00 AM |
|                                                                                              |                                          |          |
| July 25, 2024                                                                                | Regular Meeting                          | 1:00 PM  |
|                                                                                              |                                          |          |
| August 15, 2024<br><i>rescheduled to August 29, 2024</i>                                     | Regular Meeting                          | 10:00 AM |
|                                                                                              |                                          |          |
| August 29, 2024                                                                              | Regular Meeting                          | 10:00 AM |
|                                                                                              |                                          |          |
| September 19, 2024                                                                           | Budget Public Hearings & Regular Meeting | 10:00 AM |
|                                                                                              |                                          |          |