

EAST NASSAU STEWARDSHIP DISTRICT

October 17, 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

October 10, 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 October 17, 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. Approval of September 19, 2024 Public Hearings and Regular Meeting Minutes
 - B. Acceptance of Unaudited Financial Statements as of August 31, 2024
 - C. Ratification Item(s)
 - Final Wildlight Avenue Phase 3 Assignment Package
5. Consideration of Resolution 2025-01, Resetting the Public Hearing on the District's Adoption of Amenity Rules, Policies and Fees; Amending Resolution 2024-41 to Set the Public Hearing Thereon; Providing a Severability Clause; and Providing an Effective Date
6. Consideration of Resolution 2025-02, Authorizing an Individual Designated by the Board of Supervisors to Act as the District's Purchasing Agent for the Purpose Of Procuring, Accepting, and Maintaining Any and All Construction Materials Necessary for the Construction, Installation, Maintenance or Completion of Certain Infrastructure Improvements as Provided In The District's Adopted Improvement Plan; Providing for the Approval of a Work Authorization; Providing for Procedural Requirements for the Purchase of Materials; Approving the Form of a Purchase Requisition Request; Approving the Form of a Purchase Order; Approving the Form of a Certificate of Entitlement; Authorizing the Purchase of Insurance; Providing a Severability Clause; and Providing an Effective Date

7. Consideration of Personnel Leasing Agreement
8. Consideration of Resolution 2025-03, 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
9. Public Comments (*limited to 3 minutes per person*)
10. Development Update/Staff Reports
 - A. Developer Representative
 - 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: November 21, 2024 at 10:00 AM
 - QUORUM CHECK

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

11. Board Members' Comments/Requests
12. Public Comments
13. 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**

MINUTES

DRAFT

**MINUTES OF MEETING
EAST NASSAU STEWARDSHIP DISTRICT**

The Board of Supervisors of the East Nassau Stewardship District held Public Hearings and a Regular Meeting on September 19, 2024 at 10:00 a.m., at the Fernandina Beach Municipal Airport, 700 Airport Road, Fernandina Beach, Florida 32034.

Present were:

Mike Hahaj	Chair
Jaime Northrup	Vice Chair
Tommy Jinks	Assistant Secretary
Max Hord	Assistant Secretary
Rob Fancher	Assistant Secretary

Also present:

Craig Wrathell	District Manager
Ernesto Torres	Wrathell, Hunt and Associates, LLC
Jason Middleton	Wrathell, Hunt and Associates, LLC
Michelle Rigoni (via telephone)	District Counsel
Zach Brecht (via telephone)	District Engineer
Sete Zare (via telephone)	Bond Underwriter
Todd Haskett	CCMC
Carol Brown (via telephone)	Landowner Representative
Connie Bruckner	Resident
Howard Bruckner	Resident

FIRST ORDER OF BUSINESS

Call to Order

Mr. Wrathell called the meeting to order at 10:01 a.m.

SECOND ORDER OF BUSINESS

Roll Call

All Supervisors were present.

THIRD ORDER OF BUSINESS

Chairman's Opening Remarks

Mr. Hahaj expressed appreciation of everyone's efforts working on the budgets and for attending the meeting.

FOURTH ORDER OF BUSINESS**Consent Agenda****A. Approval of August 29, 2024 Regular Meeting Minutes**

Ms. Rigoni stated that she forwarded minor revisions to District Management. Ms. Rigoni's edits were as follows:

Line 84: Change "July 24" to "August 28"

Line 154: Change "Staff believes" to "The Resolution states the Board finds"

Lines 257-259: Delete

B. Ratification Item(s)**I. Wildlight, LLC Acquisition and Construction Requisition Number 1 [\$1,799,9875]**

Ms. Rigoni stated that the Special Warranty Deed relates to the acquisition that will be requisitioned from the Wildlight Village Phase 3 Construction Account.

On MOTION by Mr. Hahaj and seconded by Mr. Jinks, with all in favor, the August 29, 2024 Regular Meeting Minutes, as amended, were approved and the Wildlight, LLC Acquisition and Construction Requisition Number 1 [\$1,799,975.00], was ratified.

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

Mr. Wrathall state that the public hearing in August was rescheduled to today, due to the newspaper not publishing the second ad. Property owners were sent a revised Mailed Notice of the new public hearing date and assessment increase.

B. Consideration of Resolution 2024-42, Relating to the Annual Appropriations and Adopting the Budget(s) for the Fiscal Year Beginning October 1, 2024, and Ending September 30, 2025; Authorizing Budget Amendments; and Providing an Effective Date

Mr. Wrathell stated that the Fiscal Year 2025 budget will be amended to include Wildlight Village Phase 3 and the PDP 4 property, once they close on the bonds.

Mr. Wrathell presented Resolution 2024-42. He reviewed the proposed Fiscal Year 2025 budget, highlighting increases, decreases and adjustments, compared to the Fiscal Year 2024 budget, and explained the reasons for any changes. He reviewed the proposed Assessment Table

on Page 19 and stated that the off-roll assessment table will be updated to include the newly issued bonds. He noted the CDD's fiscal year runs from October 1 through September 30.

Mr. Hahaj pointed out that, as certain Field Operations & Maintenance (O&M) costs and maintenance responsibilities increase, such as the traffic calming analysis, the General Fund assessments will increase.

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

Resident Howard Bruckner asked if the District is able to exempt senior citizens of a particular age from paying school taxes, which is done in other states. Mr. Wrathell suggested contacting the County, as the District does not levy those types of taxes.

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

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

On MOTION by Mr. Hahaj and seconded by Mr. Hord, with all in favor, Resolution 2024-42, Relating to the Annual Appropriations and Adopting the Budget(s) for the Fiscal Year Beginning October 1, 2024, and Ending September 30, 2025; Authorizing Budget Amendments; and Providing an Effective Date, was adopted.

SIXTH ORDER OF BUSINESS

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

A. Proof/Affidavit of Publication

B. Affidavit of Mailed Notice(s) to Property Owner(s)

These items were included for informational purposes.

C. Consideration of Resolution 2024-43, Providing for Funding for the FY 2025 Adopted Budget(s); Providing for the Collection and Enforcement of Special Assessments, Including but Not Limited to Penalties and Interest Thereon; Certifying an Assessment

Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause;
and Providing an Effective Date

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

No affected property owners or members of the public spoke.

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

On MOTION by Mr. Hahaj and seconded by Mr. Hord, with all in favor,
Resolution 2024-43, Providing for Funding for the FY 2025 Adopted Budget(s);
Providing for the Collection and Enforcement of Special Assessments, Including
but Not Limited to Penalties and Interest Thereon; Certifying an Assessment
Roll; Providing for Amendments to the Assessment Roll; Providing a Severability
Clause; and Providing an Effective Date, was adopted.

SEVENTH ORDER OF BUSINESS

Consideration of Budget Funding
Agreement Fiscal Year 2025 [Detailed
Specific Area Plan #2: PDP #4 Special
Revenue Fund Budget]

Ms. Rigoni stated that she incorporated Developer Counsel's minor comments in the
Agreement; Developer's Counsel approved the form of the Funding Agreement.

On MOTION by Mr. Jinks and seconded by Mr. Hord, with all in favor, the Budget
Funding Agreement Fiscal Year 2025 for Detailed Specific Area Plan #2: PDP #4
Special Revenue Fund Budget, with Wildlight LLC, was approved.

EIGHTH ORDER OF BUSINESS

Consideration of Resolution 2024-44,
Designating Dates, Times and Locations for
Regular Meetings of the Board of
Supervisors of the District for Fiscal Year
2024/2025 and Providing an Effective Date

Mr. Wrathell presented Resolution 2024-44.

Mr. Wrathell stated that Seats 1, 2 and 5, currently held by Mr. Hahaj, Mr. Fancher and Mr. Hord, respectively, will be up for election by the Landowners in November 2024. Mr. Hahaj stated that he is typically the proxyholder for the Landowner.

On MOTION by Mr. Hord and seconded by Mr. Hahaj, with all in favor, Resolution 2024-44, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2024/2025 and Providing an Effective Date, was adopted.

NINTH ORDER OF BUSINESS

Continued Discussion: Setting a Policy Regarding Acquisition of Public Infrastructure Improvements from Builders

A. Sample Bill of Sale and Warranty

Ms. Rigoni presented the proposed redline version of a former Bill of Sale Tracts and Related Improvements documents, which was prepared in coordination with Mr. Jinks and discussed at the last meeting. It includes the warranty provision of extending assignment of warranties from third-party builders one year after Master improvements are conveyed to the District.

Ms. Rigoni stated that the Developer does not have an issue providing the same warranty to the District or incorporating this same language and requirement into the Bill of Sale coming from the Master Developer. She is working with Mr. Jinks on finalizing the Resolution and Master Forms for the Builder Acquisition for the next meeting.

Mr. Jinks stated that this document formalizes the requirement of whoever is transferring assets to the District that they will warranty those assets for one year. He and Ms. Rigoni are still vetting whether it is appropriate for the District to require a bond to back stop warranties or to prepare a separate Demand Note Agreement, similarly used in other Districts, that requires the builder to lay the second lift of asphalt in the future or provide the funds necessary for the District to do it. This is similar to a Completion Agreement.

TENTH ORDER OF BUSINESS

Consideration of Resolution 2024-45, Adopting a Policy Regarding Trespassing; Providing Trespass Enforcement Authority; Authorizing the Issuance of a Letter

Regarding the Same; Designating District
Representatives; Providing a Severability
Clause; and Providing an Effective Date

Ms. Rigoni presented Resolution 2024-45, which provides authorization to Field
Operations Staff, Board Members, etc., to contact the Nassau County Sheriff's office if there are
any unauthorized activities happening on District property and it authorizes the Sherrif to issue
trespass warnings.

**On MOTION by Ms. Northrup and seconded by Mr. Fancher, with all in favor,
Resolution 2024-45, Adopting a Policy Regarding Trespassing; Providing Trespass
Enforcement Authority; Authorizing the Issuance of a Letter Regarding the
Same; Designating District Representatives; Providing a Severability Clause; and
Providing an Effective Date, was adopted.**

ELEVENTH ORDER OF BUSINESS

Consideration of Resolution 2024-46,
Amending and Supplementing Resolution
No. 2024-27 to Amend Certain Provisions
Thereof Relating to the Conditions for the
Issuance of its (A) East Nassau Stewardship
District (Nassau County, Florida) Special
Assessment Revenue Bonds, Series 2024
(PDP#4 Series 2024 Project) (the "Series
2024 Bonds") and/or (B) East Nassau
Stewardship District (Nassau County,
Florida) Bond Anticipation Notes, Series
2024 (PDP#4 Series 2024 Project) (the
"Series 2024 Notes"); Ratifying and
Confirming All Actions Heretofore or
Hereafter Taken or Done Relating to the
Sale of the Series 2024 Bonds and/or the
Series 2024 Notes; Providing for Incidental
Action; and Providing an Effective Date
[PDP#4 Series 2024 Project]

Mr. Wrathell stated that Resolution 2024-46 amends and Supplements Resolution 2024-
27 to allow for the ability to issue Bond Anticipation Notes for PDP #4, in addition to the actual
bonds themselves that are proposed.

It was noted that the recently revised agenda, which this agenda item, was not circulated
to the Board.

Ms. Zare stated that Resolution 2024-46 is providing flexibility to work with the Developer to fine-tune the structure to issue Bond Finance Anticipation Notes or a combination of both.

Ms. Rigoni noted the following:

➤ The Amending Resolution specifically amends and supplements the original Delegation Resolution with respect to the PDP#4 Series 2024 Project bonds; it increases the not-to-exceed amount of the bonds and/or anticipation note to \$65 million. In the event the Board decides to issue both bonds and notes in combination, the aggregate principal amount of the Series 2024 Bonds will still not exceed \$65 million.

➤ The \$65 million is still based on the project scope the Board approved previously, which is well above and beyond the anticipated project construction fund to be generated from the financing structure.

Ms. Rigoni stated that Resolution 2024-46 further amends the original Delegation Resolution in the following ways:

➤ Supplements the original Delegation Resolution to provide the specifics for the Bond Anticipation Note, similar to the parameters provided for the bond, and will provide any optional redemption of the Notes will be determined at the pricing for the Notes.

➤ Sets forth that the interest rate will not exceed the maximum statutory rate.

➤ Sets forth that the aggregate principal amount of the Notes will not exceed \$65 million.

➤ Sets forth that the Notes will have final maturity by May 1, 2030, as Bond Anticipation Notes generally do not have a final maturity beyond 5 years.

➤ Sets forth that the Notes will not be sold to the Underwriter at less than 98% of the aggregate face amount of the Notes.

➤ Sets forth that, in the event bonds and notes are issued in combination of the two, then the aggregate of the combination structural will not exceed \$65 million.

➤ Authorizes and approves any supplemental changes that may be necessary to the previously approved Engineer's Report and Methodology Report in order to market the bonds and/or the Notes.

➤ Makes general amendments throughout the original Delegation Resolution to the extent that wherever only the bonds are mentioned previously that it is amending to reference those bonds and bonds and the notes.

➤ Sets forth that, except for the Amendment provided in the Amending Delegation Resolution, the remainder of the original Delegation Resolution is approved, confirmed and accepted.

➤ Authorizes designated District Board Member(s) and District Staff to continue working with the Financing Team to carry out any and all activities necessary to close out the financing structure.

Ms. Rigoni reiterated an earlier comment, that the aim of this amending resolution is to provide maximum flexibility to the Financing Team in order to proceed with the most advantageous rate at the greatest advantageous time within the outer parameters the Board will consider and approve today.

Mr. Hahaj stated that the District will be able to assess the Series 2024 bonds more accurately in the future; he spoke to the Landowner and CFO who agreed the documents behind the Note do not change anything regarding the reporting perspective.

The following change was made to Resolution 2024-46:

Page 2, Section 2, last paragraph, third line: Change "\$65,000,0000" to "\$65,000,000"

On MOTION by Mr. Hahaj and seconded by Mr. Jinks, with all in favor, Resolution 2024-46, as amended, Amending and Supplementing Resolution No. 2024-27 to Amend Certain Provisions Thereof Relating to the Conditions for the Issuance of its (A) East Nassau Stewardship District (Nassau County, Florida) Special Assessment Revenue Bonds, Series 2024 (PDP#4 Series 2024 Project) (the "Series 2024 Bonds") and/or (B) East Nassau Stewardship District (Nassau County, Florida) Bond Anticipation Notes, Series 2024 (PDP#4 Series 2024 Project) (the "Series 2024 Notes"); Ratifying and Confirming All Actions Heretofore or Hereafter Taken or Done Relating to the Sale of the Series 2024 Bonds and/or the Series 2024 Notes; Providing for Incidental Action; and Providing an Effective Date [PDP#4 Series 2024 Project], was adopted.

TWELFTH ORDER OF BUSINESS

Public Comments (limited to 3 minutes per person)

Going forward, Public Comments will be moved to the beginning of the agenda.

No members of the public spoke.

THIRTEENTH ORDER OF BUSINESS

Development Update/Staff Reports

A. Developer Representative**B. District Counsel: Kutak Rock LLP****C. District Engineer: England-Thims & Miller, Inc.**

There were no Developer Representative, District Counsel or District Engineer Reports.

D. Field Operations: CCMC

The Monthly Operations Report was included for informational purposes.

Mr. Haskett reported the following:

➤ Work with the landscaper is underway to identify certain areas to allow ornamental grasses along the pond banks and other landscape beds to grow in their natural state, which will reduce the cost of mulching twice a year.

➤ The Lifestyle Director scheduled a “Launch Party” for September 28, 2024 where residents can use kayaks and paddle boards.

➤ Work with the Developer is underway regarding stocking the Whistling Duck pond with fish sometime in October. The Developer is installing two feeders, which Field Operations Staff will be maintaining. The \$1,200 a year cost of fish food was factored into the District budget.

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

- **NEXT MEETING DATE: October 17, 2024 at 10:00 AM**

- **QUORUM CHECK**

FOURTEENTH ORDER OF BUSINESS**Board Members’ Comments/Requests**

There were no Board Members’ comments or requests.

FIFTEENTH ORDER OF BUSINESS**Public Comments**

No members of the public spoke.

SIXTEENTH ORDER OF BUSINESS**Adjournment**

On MOTION by Mr. Hahaj and seconded by Mr. Hord, with all in favor, the meeting adjourned at 10:53 a.m.

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332 _____
Secretary/Assistant Secretary

Chair/Vice Chair

**EAST NASSAU
STEWARDSHIP DISTRICT**

**UNAUDITED
FINANCIAL
STATEMENTS**

**EAST NASSAU STEWARDSHIP DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
AUGUST 31, 2024**

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

	General Fund	Special Revenue Fund DSAP #1	Special Revenue Fund DSAP #2	Special Revenue Fund Commerce Park	Debt Service Fund 2018	Debt Service Fund 2021	Debt Service Fund DSAP #2	Debt Service Fund 2024	Capital Projects Fund 2018	Capital Projects Fund 2021	Capital Projects Fund 2024	Total Governmental Funds
ASSETS												
Cash	\$ 1,268,057	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,268,057
SunTrust debit	1,712	-	-	-	-	-	-	-	-	-	-	1,712
Investments												
Revenue	-	-	-	-	173,645	282,129	-	-	-	-	-	455,774
Reserve	-	-	-	-	160,225	337,200	-	585,834	-	-	-	1,083,259
Capitalized interest	-	-	-	-	-	-	-	578,951	-	-	-	578,951
Prepayment	-	-	-	-	-	16,005	-	-	-	-	-	16,005
Construction	-	-	-	-	-	-	-	-	2,160	57,556	7,027,865	59,716
Construction reserve: Wildlight Ave*	-	-	-	-	-	-	-	-	-	385,877	-	385,877
Cost of issuance	-	-	-	-	-	-	-	12,177	-	-	-	12,177
Sinking	-	-	-	-	-	98	-	-	-	-	-	98
Due from FPL 2022	-	1,813	-	-	-	-	-	-	-	-	-	1,813
Due from general fund	-	1,004,836	-	189,793	-	-	222	-	-	-	-	1,194,851
Prepaid expense	4,228	-	-	-	-	-	-	-	-	-	-	4,228
Security deposit	3,000	-	-	-	-	-	-	-	-	-	-	3,000
Utility deposits	-	350	-	-	-	-	-	-	-	-	-	350
Total assets	<u>\$ 1,276,997</u>	<u>\$ 1,006,999</u>	<u>\$ -</u>	<u>\$ 189,793</u>	<u>\$ 333,870</u>	<u>\$ 635,432</u>	<u>\$ 222</u>	<u>\$ 1,176,962</u>	<u>\$ 2,160</u>	<u>\$ 443,433</u>	<u>\$ 7,027,865</u>	<u>\$ 5,065,868</u>
LIABILITIES AND FUND BALANCES												
Liabilities:												
Accounts payable	\$ -	\$ 73,423	\$ -	\$ -	\$ -	\$ -	\$ 222	\$ -	\$ -	\$ -	\$ -	\$ 73,645
Due to Wildlight LLC	-	-	-	-	-	-	28,496	-	-	-	-	28,496
Due to special revenue fund - DSAP #1	1,004,836	-	-	-	-	-	-	-	-	-	-	1,004,836
Due to special revenue fund - Commerce Park	189,793	-	-	-	-	-	-	-	-	-	-	189,793
Due to debt service fund - DSAP 2	222	-	-	-	-	-	-	-	-	-	-	222
Landowner advance	6,500	-	-	-	-	-	-	-	-	-	-	6,500
Total liabilities	<u>1,201,351</u>	<u>73,423</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>28,718</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,303,492</u>
DEFERRED INFLOWS OF RESOURCES												
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	-	-	-	-	333,870	635,432	(28,496)	1,176,962	-	-	-	2,117,768
Capital projects	-	-	-	-	-	-	-	-	2,160	443,433	7,027,865	445,593
Assigned												
3 months working capital	69,175	294,689	-	-	-	-	-	-	-	-	-	363,864
Disaster recovery	-	75,000	-	-	-	-	-	-	-	-	-	75,000
Unassigned	6,471	562,074	-	189,793	-	-	-	-	-	-	-	758,338
Total fund balances	<u>75,646</u>	<u>931,763</u>	<u>-</u>	<u>189,793</u>	<u>333,870</u>	<u>635,432</u>	<u>(28,496)</u>	<u>1,176,962</u>	<u>2,160</u>	<u>443,433</u>	<u>7,027,865</u>	<u>3,760,563</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 1,276,997</u>	<u>\$ 1,006,999</u>	<u>\$ -</u>	<u>\$ 189,793</u>	<u>\$ 333,870</u>	<u>\$ 635,432</u>	<u>\$ 222</u>	<u>\$ 1,176,962</u>	<u>\$ 2,160</u>	<u>\$ 443,433</u>	<u>\$ 7,027,865</u>	<u>\$ 5,065,868</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 AUGUST 31, 2024**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
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%
EXPENDITURES				
Professional & administrative				
District engineer	2,246	14,946	12,000	125%
General counsel	9,057	89,478	50,000	179%
UF environmental	-	-	40,000	0%
District manager	4,000	44,000	48,000	92%
Audit	-	4,800	7,000	69%
Postage	70	637	500	127%
Printing and binding	83	917	1,000	92%
Insurance - GL, POL	-	13,338	14,000	95%
Legal advertising	2,755	20,244	6,500	311%
Miscellaneous - bank charges	48	472	1,000	47%
Office lease	4,228	42,690	43,003	99%
Office utilities	320	7,008	6,000	117%
Office supplies	860	1,076	2,563	42%
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	23,667	253,733	234,056	108%
Other fees & charges				
Property appraiser and tax collector	-	408	642	64%
Total other fees & charges	-	408	642	64%
Total expenditures	23,667	254,141	234,698	108%
Excess/(deficiency) of revenues over/(under) expenditures	(23,667)	25,054	34,481	
Fund balances - beginning	99,313	50,592	105,121	
Fund balances - ending				
Assigned:				
3 months working capital	69,175	69,175	69,175	
Unassigned	6,471	6,471	70,427	
Fund balances - ending	\$ 75,646	\$ 75,646	\$ 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 AUGUST 31, 2024**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ 599,660	\$ 599,466	100%
Assessment levy: off-roll	-	311,458	324,290	96%
Miscellaneous	-	191,696	-	N/A
Total revenues	-	1,102,814	923,756	119%
EXPENDITURES				
Field operations				
Field operations	7,730	79,048	116,893	68%
Administration and accounting	833	9,167	10,000	92%
Wetland and conservation maintenance	-	-	10,000	0%
Landscape	73,362	772,421	694,064	111%
Lake maintenance	1,801	13,144	19,108	69%
Pest control	-	-	1,000	0%
Street cleaning	-	-	12,000	0%
Street light lease	7,266	53,883	111,150	48%
Repairs & maintenance	2,360	17,651	25,000	71%
Electricity	26	735	984	75%
Irrigation (potable)	3,910	24,691	41,169	60%
Landscape replacement	-	-	69,406	0%
Parts & supplies	-	759	3,000	25%
Contingency	-	-	250	0%
Insurance	-	10,992	5,000	220%
Debt service fund accounting: series 2018	625	6,875	7,500	92%
Debt service fund accounting: series 2021	625	6,875	7,500	92%
Arbitrage rebate calculation	-	500	1,000	50%
Dissemination agent	167	1,833	2,000	92%
Trustee (series 2018 bonds)	-	4,247	4,000	106%
Trustee (series 2021 bonds)	-	4,031	4,000	101%
Total field operations	98,705	1,006,852	1,145,024	88%
Other fees & charges				
Property appraiser and tax collector	-	19,454	18,733	104%
Total other fees & charges	-	19,454	18,733	104%
Total expenditures	98,705	1,026,306	1,163,757	88%
Excess/(deficiency) of revenues over/(under) expenditures	(98,705)	76,508	(240,001)	
Fund balances - beginning	1,030,468	855,255	624,494	
Assigned:				
3 months working capital	294,689	294,689	294,689	
Disaster recovery	75,000	75,000	75,000	
Unassigned	562,074	562,074	14,804	
Fund balances - ending	\$ 931,763	\$ 931,763	\$ 384,493	

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

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

**EAST NASSAU STEWARDSHIP DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
SPECIAL REVENUE FUND - COMMERCE PARK
FOR THE PERIOD ENDED AUGUST 31, 2024**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
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%
EXPENDITURES				
Field operations				
Field operations	-	-	17,018	0%
Administration and accounting	-	-	250	0%
Wetland and conservation maintenance	-	-	10,000	0%
Landscape	-	-	74,024	0%
Lake maintenance	-	-	8,522	0%
Pest control	-	-	500	0%
Street cleaning	-	-	4,200	0%
Street light lease	1,260	13,571	17,160	79%
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	1,260	13,571	163,684	8%
Other fees & charges				
Property appraiser and tax collector	-	3,292	2,014	163%
Total other fees & charges	-	3,292	2,014	163%
Total expenditures	1,260	16,863	165,698	10%
Excess/(deficiency) of revenues over/(under) expenditures	(1,260)	148,460	5	
Fund balances - beginning	191,053	41,333	4	
Fund balances - ending	\$ 189,793	\$ 189,793	\$ 9	

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

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Special assessment: on-roll - net	\$ -	\$ 328,450	\$ 340,148	97%
Assessment prepayments	-	112,712	-	N/A
Interest	1,473	16,874	-	N/A
Total revenues	<u>1,473</u>	<u>458,036</u>	<u>340,148</u>	135%
EXPENDITURES				
Debt service				
Principal	-	85,000	90,000	94%
Principal prepayment	20,000	145,000	-	N/A
Interest	253	232,607	234,149	99%
Total debt service	<u>20,253</u>	<u>462,607</u>	<u>324,149</u>	143%
Other fees & charges				
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>20,253</u>	<u>469,161</u>	<u>334,778</u>	140%
Excess/(deficiency) of revenues over/(under) expenditures	(18,780)	(11,125)	5,370	
Fund balances - beginning	<u>352,650</u>	<u>344,995</u>	<u>287,568</u>	
Fund balances - ending	<u>\$ 333,870</u>	<u>\$ 333,870</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 AUGUST 31, 2024**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
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	3,587	37,369	-	N/A
Total revenues	<u>3,587</u>	<u>740,577</u>	<u>688,827</u>	108%
EXPENDITURES				
Debt service				
Principal	-	255,000	260,000	98%
Principal prepayment	225,000	225,000	-	N/A
Interest	2,048	419,932	419,730	100%
Total debt service	<u>227,048</u>	<u>899,932</u>	<u>679,730</u>	132%
OTHER FINANCING SOURCES/(USES)				
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>227,048</u>	<u>906,921</u>	<u>690,700</u>	131%
Excess/(deficiency) of revenues over/(under) expenditures	(223,461)	(166,344)	(1,873)	
Fund balances - beginning	858,893	801,776	556,569	
Fund balances - ending	<u>\$ 635,432</u>	<u>\$ 635,432</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 AUGUST 31, 2024**

	Current Month	Year To Date
REVENUES	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
 EXPENDITURES		
Debt service		
Cost of issuance	<u>-</u>	<u>25,696</u>
Total debt service	<u>-</u>	<u>25,696</u>
 Excess/(deficiency) of revenues over/(under) expenditures	 - -	 (25,696) (25,696)
 Fund balances - beginning	 (28,496)	 (2,800)
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 AUGUST 31, 2024**

	Current Month	Year to Date
REVENUES		
Interest	\$ 169	\$ 169
Total revenues	<u>169</u>	<u>169</u>
EXPENDITURES		
Underwriter's discount	-	173,200
Cost of issuance	-	229,105
Total expenditures	<u>-</u>	<u>402,305</u>
Excess/(deficiency) of revenues over/(under) expenditures	169	(402,136)
OTHER FINANCING SOURCES/(USES)		
Receipt of bond proceeds	-	1,633,142
Original issue discount	-	(54,044)
Total other financing sources/(uses)	<u>-</u>	<u>1,579,098</u>
Net change in fund balances	169	1,176,962
Fund balance - beginning	1,176,793	-
Fund balance - ending	<u><u>\$ 1,176,962</u></u>	<u><u>\$ 1,176,962</u></u>

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

	Current Month	Year To Date
REVENUES		
Interest	\$ 9	\$ 2,160
Total revenues	<u>9</u>	<u>2,160</u>
EXPENDITURES	<u>-</u>	<u>-</u>
Total expenditures	<u>-</u>	<u>-</u>
Excess/(deficiency) of revenues over/(under) expenditures	9	2,160
Fund balances - beginning	2,151	-
Fund balances - ending	<u><u>\$ 2,160</u></u>	<u><u>\$ 2,160</u></u>

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

	Current Month	Year To Date
REVENUES		
Landowner contribution	\$ -	\$ 472,709
Miscellaneous revenue	-	95,192
Interest	1,844	23,611
Total revenues	<u>1,844</u>	<u>591,512</u>
EXPENDITURES	<u>-</u>	<u>-</u>
Total expenditures	<u>-</u>	<u>-</u>
Excess/(deficiency) of revenues over/(under) expenditures	1,844	591,512
Fund balances - beginning	441,589	(148,079)
Fund balances - ending	<u><u>\$ 443,433</u></u>	<u><u>\$ 443,433</u></u>

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

	Current Month	Year to Date
REVENUES		
Interest	\$ 1,007	\$ 1,007
Total revenues	<u>1,007</u>	<u>1,007</u>
EXPENDITURES		
Total expenditures	<u>-</u>	<u>-</u>
OTHER FINANCING SOURCES/(USES)		
Receipt of bond proceeds	-	7,026,858
Total other financing sources/(uses)	<u>-</u>	<u>7,026,858</u>
Net increase/(decrease), fund balance	1,007	7,027,865
Beginning fund balance	7,026,858	-
Ending fund balance	<u><u>\$ 7,027,865</u></u>	<u><u>\$ 7,027,865</u></u>

**EAST NASSAU
STEWARDSHIP DISTRICT**

**RATIFICATION
ITEMS**



October 10, 2024

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 Landscape, Recreational and Stormwater Tracts and Related
Improvements

Dear Craig:

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]*, dated June 28, 2024, effective as of January 18, 2024 (“**Acquisition Agreement**”), you are hereby notified that Wildlight LLC (“**Developer**”) has completed the conveyance of improvements (collectively, the “**Improvements**”), all as more particularly described in **Exhibit A** to the District. The Improvements were included in the District’s overall capital improvement program as described in the *Amended and Restated East Nassau Stewardship District Engineers Report for Wildlight Village Phase 3* dated December 18, 2023, as revised and adopted January 18, 2024, as previously described in the *Engineers Report for Wildlight Village Phase 2*, dated February 18, 2021, revised March 26, 2021, and the *Supplemental Engineers Report for Series 2021 Project, Wildlight Village Phase 2*, dated March 26, 2021 (“**Engineer’s Report.**”) Developer constructed, installed and equipped the Improvements consistent with the Engineer’s Report.

Please remit payment for the Improvements for a total of **\$1,015,583.79** (“**Acquisition Cost**”), pursuant to the Acquisition Agreement at your earliest opportunity.

Sincerely,
WILDLIGHT LLC

By: John R. Campbell
Its: Vice President

Enclosure:
Exhibit A Description of Improvements and Acquisition Cost

cc: District Counsel
District Engineer

EXHIBIT A

DESCRIPTION OF IMPROVEMENTS AND WORK PRODUCT

[IMPROVEMENTS – WILDLIGHT PDP 3, POD 4 NORTH (PORTION) LANDSCAPE, STORMWATER MANAGEMENT FACILITY AND RECREATION IMPROVEMENTS]

Improvement	District Eligible Amount	Paid to Date (to Developer)	Requisition Amount ("Acquisition Cost")
Mass Grading /Stormwater Management Facility Construction	\$215,870.97	\$0	\$215,870.97
4 O'clock Park Trails & Drainage	\$118,348.01	\$0	\$118,348.01
4 O'clock Park Fitness Equipment	\$65,450.04	\$0	\$65,450.04
4 O'clock Park Site Furnishings	\$6,537.50	\$0	\$6,537.50
4 O'clock Park Electric & Plumbing	\$21,910.00	\$0	\$21,910.00
Curiosity Ave & 4 O'clock Park Landscape & Irrigation	\$303,325.96	\$0	\$303,325.96
SR 200 Trail	\$185,623.81	\$0	\$185,623.81
SR 200 Landscape & Irrigation	\$98,517.50	\$0	\$98,517.50
TOTAL COSTS	\$1,015,583.79	\$0	\$1,015,583.79

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

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

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

ALSO INCLUDING

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

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

ALSO INCLUDING

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

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

TOGETHER WITH

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

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

DESCRIPTION OF ASSOCIATED WORK PRODUCT TO BE ACQUIRED:

General: Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, permits, drainage rights, bonds, and similar or equivalent private and governmental

documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the above-described improvements to the extent not previously acquired by the District, including:

Engineering by ETM: The work product associated with this Release & Warranty include Wildlight PDP #3 – Curiosity Avenue Engineering Plans, dated August 31, 2021, as related to stormwater management pond No. 13, public common area, and landscape improvements for East Nassau Stewardship District.

PREPARED BY:

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

STATE OF FLORIDA
COUNTY OF NASSAU

SPECIAL WARRANTY DEED

(Wildlight Pod 4)

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

W I T N E S S E T H:

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

TAX PARCEL ID NO: 44-2N-27-1004-RCT1-0000; 44-2N-27-1004-PT45-0000;
44-2N-27-1004-OLT8-0000; 44-2N-27-1004-OLT1-0000; A PORTION OF
44-2N-27-1004-MTE2-0000; AND A PORTION OF 44-2N-27-1004-OLT2-0000

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

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

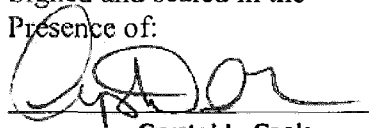
TO HAVE AND TO HOLD the same in fee simple forever.

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

[SIGNATURES ON FOLLOWING PAGE]

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

Signed and sealed in the
Presence of:



Crystal L. Cook

(Sign)

(Print)

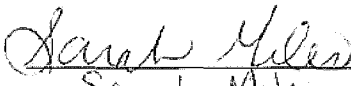
1 Rayonier Way
Wildlight, FL 32097

WILDLIGHT LLC, a Delaware limited
liability company

By: 

John R. Campbell

Its: Vice President



(Sign)

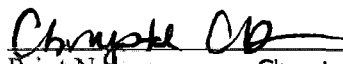
Sarah Miles

(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 11 day of January, 2024, by John R. Campbell, as Vice President of Wildlight LLC, a Delaware limited liability company, on behalf of the company, and who are personally known to me ~~or has produced~~ as identification.



Print Name: Chrystal C. Dietz

Notary Public, State of Florida

My Commission Expires: 9-29-27

Commission No.: HH 410826

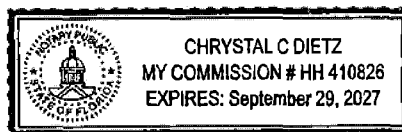


EXHIBIT "A"

Nassau County, Florida
East Nassau Stewardship District

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

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

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

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

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

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

EXHIBIT "B"

"Permitted Exceptions"

- (a) Rights, if any, relating to the construction and maintenance in connection with any public utility of wires, poles, pipes, conduits and appurtenances thereto, on, under or across the Property;
- (b) Any current or future building or zoning ordinances or any other law or regulation (including environmental protection laws and regulations) of any governmental authority;
- (c) Any state of facts which an accurate survey or an inspection of the Property would reveal, including, but not limited to, the location of boundary lines, improvements and encroachments, if any;
- (d) All current and previous reservations, exceptions and conveyances of record of oil, gas, associated hydrocarbons, minerals and mineral substances, and royalty and other minerals rights and interests of record;
- (e) All claims of governmental authorities in and to those portions of the Property that lie in the bed of any streams, creeks or waterways or other submerged lands or land now or formerly subject to the ebb and flow of tidal waters, or any claims of riparian rights;
- (f) Outstanding easements, encroachments, servitudes, rights-of-way, flowage rights, restrictions, licenses, leases, reservations, covenants, agreements, log sale agreements, timber cutting contracts, cemeteries, access rights and other rights in third parties of record or acquired through prescription, adverse possession or otherwise;
- (g) Any and all restrictions of use of the Property due to environmental protection laws, including, without limitation, endangered species and wetlands protection laws, rules, regulations and orders; and
- (h) All matters of public record.

BILL OF SALE

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

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

SEE EXHIBIT A

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

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

[SIGNATURES ON NEXT PAGE]

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

SELLER:

Signed, sealed and delivered
in the presence of:



Print Name: Crystal L. Cook

WILDLIGHT LLC

a Delaware limited liability company



By: John R. Campbell

Its: Vice President



Print Name: Sarah Miles

STATE OF FLORIDA
COUNTY OF NASSAU

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



(Official Notary Signature)

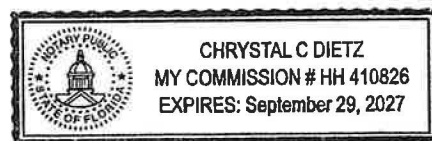
Name: Chrystal C. Dietz

Personally Known ☒

OR Produced Identification ☐

Type of Identification ☐

[notary seal]



**EXHIBIT A
AMENDED AND RESTATED***

**[IMPROVEMENTS – WILDLIGHT PDP 3, POD 4 NORTH (PORTION) LANDSCAPE, STORMWATER
MANAGEMENT FACILITY AND RECREATION IMPROVEMENTS]**

Improvement	District Eligible Amount	Paid to Date (to Developer)	Requisition Amount ("Acquisition Cost")
Mass Grading /Stormwater Management Facility Construction	\$215,870.97	\$0	\$215,870.97
4 O'clock Park Trails & Drainage	\$118,348.01	\$0	\$118,348.01
4 O'clock Park Fitness Equipment	\$65,450.04	\$0	\$65,450.04
4 O'clock Park Site Furnishings	\$6,537.50	\$0	\$6,537.50
4 O'clock Park Electric & Plumbing	\$21,910.00	\$0	\$21,910.00
Curiosity Ave & 4 O'clock Park Landscape & Irrigation	\$303,325.96	\$0	\$303,325.96
SR 200 Trail	\$185,623.81	\$0	\$185,623.81
SR 200 Landscape & Irrigation	\$98,517.50	\$0	\$98,517.50
TOTAL COSTS	\$1,015,583.79	\$0	\$1,015,583.79

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

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

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

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

ALSO INCLUDING

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

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

ALSO INCLUDING

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

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

TOGETHER WITH

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

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

DESCRIPTION OF ASSOCIATED WORK PRODUCT TO BE ACQUIRED:

General: Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, permits, drainage rights, bonds, and similar or equivalent private and governmental

documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the above-described improvements to the extent not previously acquired by the District, including:

Engineering by ETM: The work product associated with this Release & Warranty include Wildlight PDP #3 – Curiosity Avenue Engineering Plans, dated August 31, 2021, as related to stormwater management pond No. 13, public common area, and landscape improvements for East Nassau Stewardship District.

*This **Exhibit A, Amended and Restated**, supplements the Prior Acquisition, as such term is defined in the Agreement by and between the *East Nassau Stewardship District and Wildlight LLC, regarding Acquisition of Certain Work Product, Infrastructure, and Real Property [Wildlight Village Phase 3]*, dated June 28, 2024, effective as of January 18, 2024 (“Acquisition Agreement”), of improvements identified herein in order to provide for the Acquisition Cost, pursuant to said Acquisition Agreement and as further described in that *Amended and Restated East Nassau Stewardship District Engineer’s Report for Wildlight Village Phase 3*, dated December 18, 2023, as revised and adopted January 18, 2024, as supplemented and amended from time to time.

The Developer, District and District Engineer hereby acknowledge and agree that the effectiveness of the acquisition of these improvements shall be as of the date of the original Bill of Sale, dated January 22, 2024. The parties further agree that the original acquisition documents be updated to include this Exhibit A, Amended and Restated.

The parties hereto have caused this Exhibit A, Amended And Restated to be executed on this 10th day of October, 2024.

Wildlight LLC
 (“Developer”)



John R. Campbell
Vice President

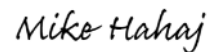
England-Thims & Miller, Inc.
 (“District Engineer”)



John Zachary Brecht (Oct 10, 2024 12:25 EDT)

J. Zachary Brecht, P.E.
District Engineer

East Nassau Stewardship District
 (“District”)



Michael A. Hahaj
Chair, Board of Supervisors

Wildlight Platted Property Ready for Conveyance

 East Nassau Stewardship District

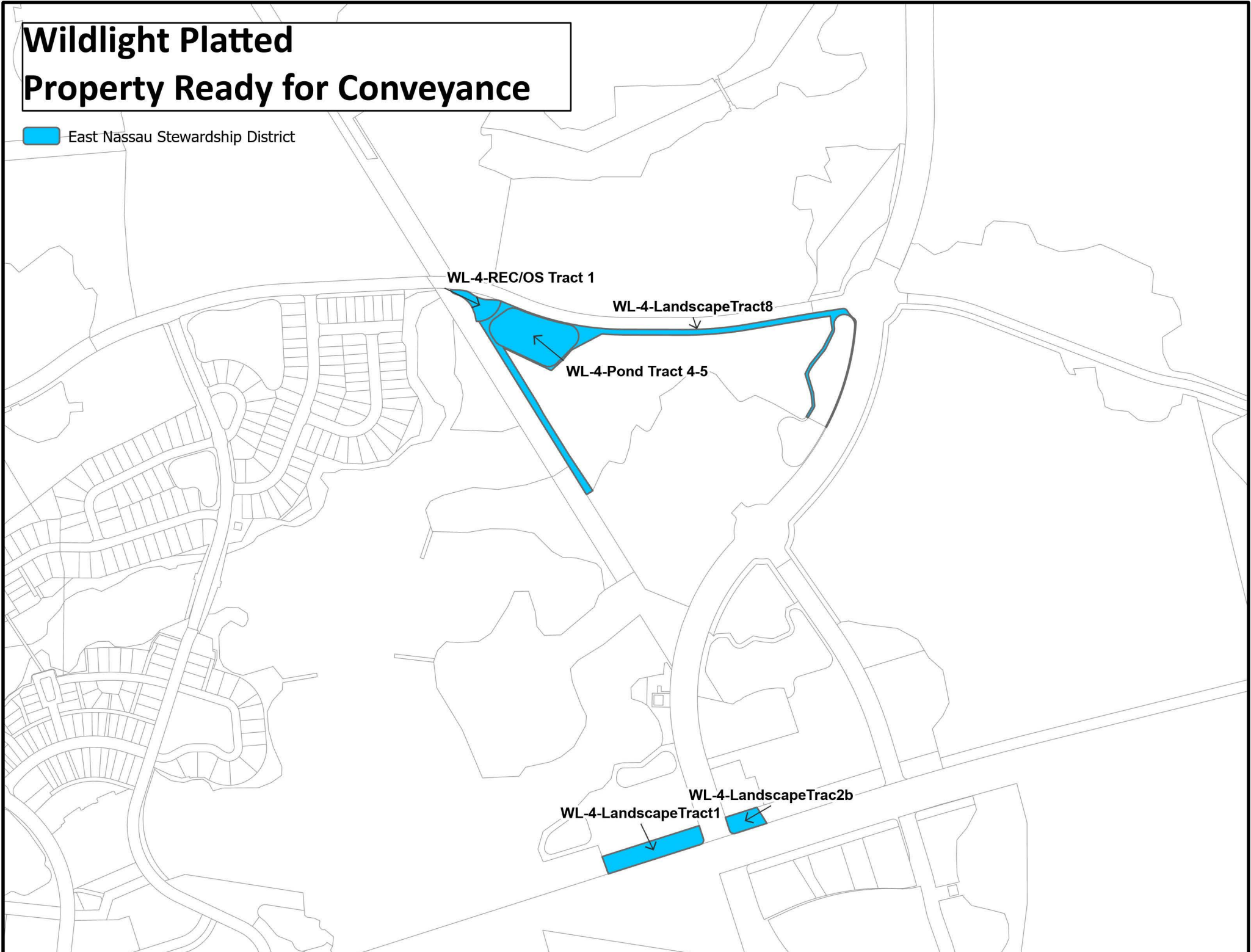
WL-4-REC/OS Tract 1

WL-4-LandscapeTract8

WL-4-Pond Tract 4-5

WL-4-LandscapeTrac2b

WL-4-LandscapeTract1



Rigoni, Michelle K.

From: Tommy Jinks <tommy.jinks@wildlight.com>
Sent: Monday, January 22, 2024 5:30 PM
To: Crystal Cook; Rigoni, Michelle K.
Subject: Re: AJ Johns & Burnham Contracts
Attachments: PO000000037 - A.J. Johns, Inc. - SR 200 Trail.pdf

[CAUTION - EXTERNAL SENDER]

The trail along SR 200 was buildt by Wildlight under PO000000037 and includes WL-4-LandscapeTract1 and WL-4-LandscapeTract2b.

The park (WL-4-REC/OS TRact 1) was built by Wildlight under CN-21-00131.

The pond (WL-4-Pond Tract 4-5) was built by the District under AJ Johns Curiosity contract

WL-4-LandscapeTract8 was built partially by AJ Johns under the Curiosity contract and partially by Burnham under their Mass Grading/North South Arterial contracts.

Does this get you what you need?



TOMMY JINKS

SR. MANAGER REAL ESTATE DEVELOPMENT

Mobile: 352.812.3053

Office: 904.321.1007

1 Rayonier Way

Wildlight, FL 32097

WILDLIGHT.COM

On Mon, Jan 22, 2024 at 4:33 PM Crystal Cook <crystal.cook@rayonier.com> wrote:

Can you help answer Michelle's question?

Crystal Cook
Paralegal to
John R. Campbell
Associate General Counsel
Office: 904-278-9601



----- Forwarded message -----

From: **Rigoni, Michelle K.** <Michelle.Rigoni@kutakrock.com>

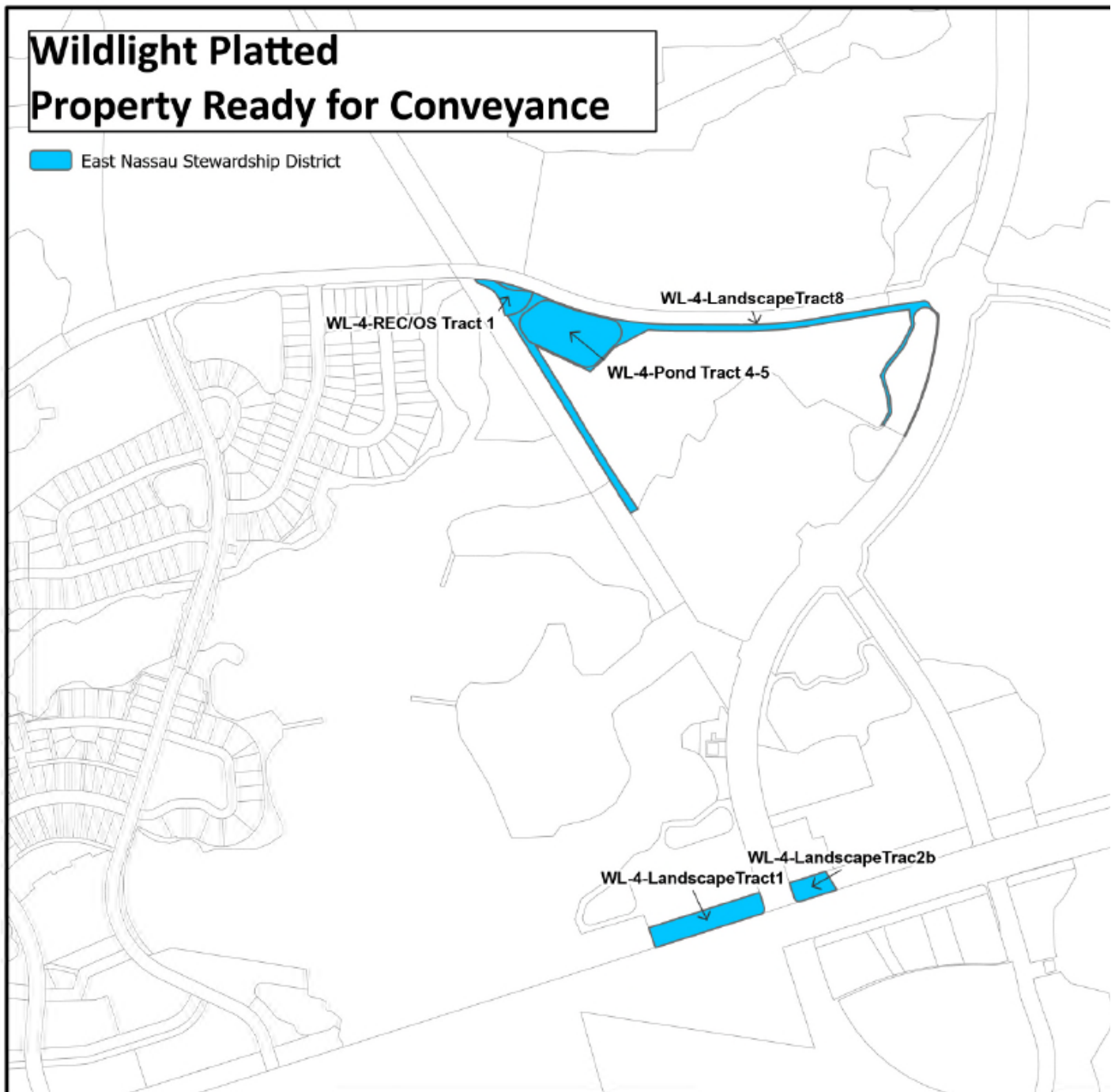
Date: Mon, Jan 22, 2024 at 4:29 PM

Subject: RE: AJ Johns & Burnham Contracts

To: Crystal L. Cook (crystal.cook@rayonier.com) <crystal.cook@rayonier.com>

Cc: Zach Brecht <BrechtZ@etminc.com>

I thought Wildlight built the improvements? The contracts are all those that were assigned to the District/District-built improvements. Looking for contracts that correspond to Wildlight-built improvements located on below tracts.
Thanks!



AFFIDAVIT REGARDING COSTS PAID

STATE OF FLORIDA

COUNTY OF NASSAU

I, John R. Campbell, as Vice President 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 *Amended and Restated East Nassau Stewardship District Engineer's Report for Wildlight Village Phase 3*, dated December 18, 2023, as revised and adopted January 18, 2024, as previously described in the District's Engineers Report for Wildlight Village Phase 2, dated February 18, 2021, Revised March 26, 2021, as supplemented by Supplemental Engineers Report for Series 2021 Project, Wildlight Village Phase 2, dated March 26, 2021 (collectively, 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 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 24th day of July, 2024.

WILDLIGHT LLC

By: John R. Campbell
Name: 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 24th day of July, 2024, by John R. Campbell, as Vice President Wildlight LLC, a Florida limited liability company, as Manager of 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)

Chrystal C Dietz
Notary Public Signature

Chrystal C. Dietz
(Name typed, printed or stamped)
Notary Public, State of Florida
Commission No. HH 410826
My Commission Expires: 9-29-27

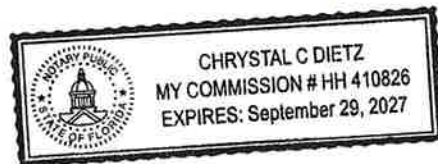


EXHIBIT A

[IMPROVEMENTS – WILDLIGHT PDP 3, POD 4 NORTH (PORTION) LANDSCAPE, STORMWATER MANAGEMENT FACILITY AND RECREATION IMPROVEMENTS]

Improvement	District Eligible Amount	Paid to Date (to Developer)	Requisition Amount ("Acquisition Cost")
Mass Grading /Stormwater Management Facility Construction	\$215,870.97	\$0	\$215,870.97
4 O'clock Park Trails & Drainage	\$118,348.01	\$0	\$118,348.01
4 O'clock Park Fitness Equipment	\$65,450.04	\$0	\$65,450.04
4 O'clock Park Site Furnishings	\$6,537.50	\$0	\$6,537.50
4 O'clock Park Electric & Plumbing	\$21,910.00	\$0	\$21,910.00
Curiosity Ave & 4 O'clock Park Landscape & Irrigation	\$303,325.96	\$0	\$303,325.96
SR 200 Trail	\$185,623.81	\$0	\$185,623.81
SR 200 Landscape & Irrigation	\$98,517.50	\$0	\$98,517.50
TOTAL COSTS	\$1,015,583.79	\$0	\$1,015,583.79

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

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

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

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ALSO INCLUDING

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

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

ALSO INCLUDING

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

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

TOGETHER WITH

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

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

DESCRIPTION OF ASSOCIATED WORK PRODUCT TO BE ACQUIRED:

General: Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, permits, drainage rights, bonds, and similar or equivalent private and governmental

documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the above-described improvements to the extent not previously acquired by the District, including:

Engineering by ETM: The work product associated with this Release & Warranty include Wildlight PDP #3 – Curiosity Avenue Engineering Plans, dated August 31, 2021, as related to stormwater management pond No. 13, public common area, and landscape improvements for East Nassau Stewardship District.

STATE OF FLORIDA
COUNTY OF NASSAU

AFFIDAVIT

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

1. I am aware of and familiar with the contents of any and all articles of organization/incorporation, operating agreements and bylaws of Wildlight.
2. Wildlight is a Delaware limited liability company and is authorized to do business in Florida. Wildlight has not been terminated or dissolved and no proceedings to terminate or dissolve Wildlight has been initiated, nor have bankruptcy proceedings been commenced as to Wildlight.
3. John R. Campbell, Michael Hahaj, and Wesley B. Hinton, each a Vice President of Wildlight, are each authorized to perform all acts as shall be required to sell the real property of Wildlight located in Nassau County, Florida, as more particularly described upon **EXHIBIT "A"** attached hereto and by reference made a part hereof ("Property"), and to execute on behalf of Wildlight such documentation as may be required to transfer the Property.
4. The undersigned acknowledges that this Affidavit is being furnished with the intention and expectation that the buyer of the Property and any title company insuring such conveyance and may be rely upon in connection with the Property owned by Wildlight.

AFFIANT: _____

Crystal Cook

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

Print Name Chrystal C. Dietz

NOTARY PUBLIC

State of Florida at Large

Commission # HH 410826

My Commission Expires: 9-29-27



EXHIBIT "A"

Nassau County, Florida East Nassau Stewardship District

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

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

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

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

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

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

STATE OF FLORIDA
COUNTY OF NASSAU

CERTIFICATE OF NON-FOREIGN STATUS

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

1. Wildlight is a disregarded entity as defined in § 1.1445-2(b)(2)(iii);
2. Rayonier TRS Holdings Inc., a Delaware corporation ("Rayonier") is the owner of Wildlight;
3. Rayonier is not a disregarded entity as defined in § 1.1445-2(b)(2)(iii);
4. Rayonier is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
5. Rayonier's U.S. employer identification number is: 20-0392883; and
6. Rayonier's office address is: 1 Rayonier Way, Wildlight, Florida 32097.

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

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

Dated: 1/11/24



John R. Campbell
Assistant Secretary
Rayonier TRS Holdings Inc.

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



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

Exhibit A property

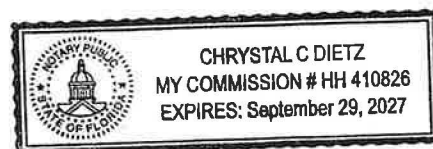


EXHIBIT "A"

Nassau County, Florida East Nassau Stewardship District

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

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

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

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

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

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

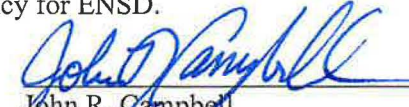
STATE OF FLORIDA
COUNTY OF NASSAU

LIEN AND POSSESSION AFFIDAVIT

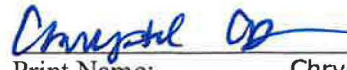
BEFORE ME came in person, the undersigned affiant ("Affiant"), Vice President of **WILDLIGHT LLC**, a Delaware limited liability company ("Owner"), who, having been duly sworn and placed on oath, deposed and said as follows:

1. The facts recited herein are based on the Affiant's best knowledge and belief.
2. Owner holds a fee estate, encumbered by easement(s), reservation(s), grant(s) or lease(s) of record, in and to a parcel of land lying in Nassau County, Florida, and more particularly described upon **EXHIBIT "A"** attached hereto and by reference made a part hereof ("Property"). Owner is in possession of the Property and no other parties have any claim to possession of the Property.
3. No improvements or repairs have been made on the Property by or at the instance of Owner during three (3) months immediately preceding this date and Owner has no outstanding bills incurred for labor or materials used in making improvements or repairs on the Property or for services of architects, surveyors or engineers incurred in connection therewith, other than those services as have arisen under or by reason of the transaction to which this Affidavit relates and as will be discharged at closing or assumed by **EAST NASSAU STEWARDSHIP DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 2017-206, Laws of Florida ("ENSD").
4. There are no outstanding oral or written contracts, mortgages, claims, liens, special assessments, financing statements, leases or permits entered into by or on behalf of the Owner and relating to the Property which would survive the conveyance of the Property to ENSD and encumber the title ENSD receives, other than as appear of record upon the date hereof.
5. This Affidavit is made with the knowledge that the same may be used in connection with securing an owner's title insurance policy for ENSD.

AFFIANT:


John R. Campbell

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


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

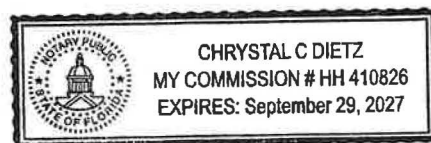


EXHIBIT "A"

Nassau County, Florida East Nassau Stewardship District

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**DISTRICT ENGINEER'S CERTIFICATE
AMENDED AND RESTATED**

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

AUGUST 30, 2024

Board of Supervisors
East Nassau Stewardship District

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

Ladies and Gentlemen:

The undersigned is a representative of England-Thims & Miller, Inc. ("**District Engineer**"), as District Engineer for the East Nassau Stewardship District ("**District**") and does hereby make the following certifications in connection with the District's Prior Acquisition, as such term is defined in the *Agreement by and between the East Nassau Stewardship District and Wildlight LLC, regarding Acquisition of Certain Work Product, Infrastructure, and Real Property [Wildlight Village Phase 3]*, dated June 28, 2024, effective as of January 18, 2024 from Wildlight LLC ("**Developer**") of the landscape, stormwater management facility and recreation improvements ("**Improvements**"), as further described in **Exhibit A** attached hereto, all as more fully described in that certain Bill of Sale ("**Bill of Sale**"), as supplemented and 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 *Amended and Restated East Nassau Stewardship District Engineer's Report for Wildlight Village Phase 3*, dated December 18, 2023, as revised and adopted January 18, 2024, as previously described in the District's Engineers Report for Wildlight Village Phase 2, dated February 18, 2021, Revised March 26, 2021, as supplemented by Supplemental Engineers Report for Series 2021 Project, Wildlight Village Phase 2, dated March 26, 2021 (collectively, the "**Engineer's Report**"), and specially benefit property within the District as further described in the Engineer's Report.
3. The Improvements were installed by Developer 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. Furthermore, the District has not previously paid for these costs associated with the Improvements as more particularly described in **Exhibit A**.

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 was appropriate for the District to acquire the Improvements as of the effective date of the original Bill of Sale. Furthermore, I hereby certify that the Improvements acquired pursuant to the Bill of Sale has a minimum useful life of thirty (30) years from the issuance of the Series 2024 Bonds financing the costs of the Improvements, above and beyond the years in which the District was already in the possession of the Improvements.
8. This District Engineer's Certificate, Amended and Restated, supplements the Prior Acquisition of Improvements in order to provide for the Acquisition Cost, as both are identified in Exhibit A. I hereby certify that the effectiveness of the certifications provided herein shall be as of the date of the original District Engineer's Certificate, dated January 10, 2024.

FURTHER AFFIANT SAYETH NOT.


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

STATE OF FLORIDA

COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this 30 day of August, 2024, by J. Zachary Brecht, P.E., on behalf of England-Thims & Miller, Inc., who is personally known to me or who has produced _____ as identification, and did ☐ or did not ☐ take the oath.



CHARLES JOSEPH BIEDERMAN
Commission # HH 518774
Expires May 6, 2028

[notary seal]


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

EXHIBIT A

[IMPROVEMENTS – WILDLIGHT PDP 3, POD 4 NORTH (PORTION) LANDSCAPE, STORMWATER MANAGEMENT FACILITY AND RECREATION IMPROVEMENTS]

Improvement	District Eligible Amount	Paid to Date (to Developer)	Requisition Amount ("Acquisition Cost")
Mass Grading /Stormwater Management Facility Construction	\$215,870.97	\$0	\$215,870.97
4 O'clock Park Trails & Drainage	\$118,348.01	\$0	\$118,348.01
4 O'clock Park Fitness Equipment	\$65,450.04	\$0	\$65,450.04
4 O'clock Park Site Furnishings	\$6,537.50	\$0	\$6,537.50
4 O'clock Park Electric & Plumbing	\$21,910.00	\$0	\$21,910.00
Curiosity Ave & 4 O'clock Park Landscape & Irrigation	\$303,325.96	\$0	\$303,325.96
SR 200 Trail	\$185,623.81	\$0	\$185,623.81
SR 200 Landscape & Irrigation	\$98,517.50	\$0	\$98,517.50
TOTAL COSTS	\$1,015,583.79	\$0	\$1,015,583.79

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

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

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

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

ALSO INCLUDING

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

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

ALSO INCLUDING

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

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

TOGETHER WITH

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

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DESCRIPTION OF ASSOCIATED WORK PRODUCT TO BE ACQUIRED:

General: Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, permits, drainage rights, bonds, and similar or equivalent private and governmental

documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the above-described improvements to the extent not previously acquired by the District, including:

Engineering by ETM: The work product associated with this Release & Warranty include Wildlight PDP #3 – Curiosity Avenue Engineering Plans, dated August 31, 2021, as related to stormwater management pond No. 13, public common area, and landscape improvements for East Nassau Stewardship District.

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

JANUARY 10, 2024

Board of Supervisors
East Nassau Stewardship District

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

Ladies and Gentlemen:

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

1. A Representative of England-Thims & Millers, Inc. has reviewed observable portions of the Improvements. I have further reviewed certain documentation relating to the same, including but not limited to, the Bill of Sale, agreements, invoices, plans, as-builts, and other documents.
2. The Improvements are within the scope of the District's capital improvement plan as set forth in the District's Engineers Report for Wildlight Village Phase 2, dated February 18, 2021, Revised March 26, 2021, as supplemented by Supplemental Engineers Report for Series 2021 Project, Wildlight Village Phase 2, dated March 26, 2021 (together, the "**Engineer's Report**"), and specially benefit property within the District as further described in the Engineer's Report.
3. The Improvements were installed in accordance with their specifications, and, subject to the design specifications, are capable of performing the functions for which they were intended.
4. The total costs associated with the Improvements are equal to or less than each of the following: (i) what was actually paid by the Developer to create and/or construct the Improvements, and (ii) the reasonable fair market value of the Improvements.

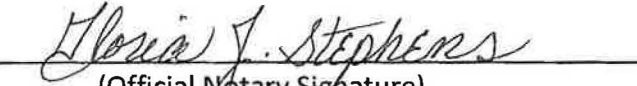
5. All known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred to the District for operations and maintenance responsibilities (which transfers the Engineer consents to and ratifies).
6. Engineer further consents to any other partial or complete assignment, conveyance, or transfer of other work product, contracts, interests, rights or remedies associated with the Improvements or other matters contemplated in the Engineer's Report and required by the District in connection with the above referenced capital improvement plan, whether made prior to or after the execution of this Certificate.
7. With this document, I hereby certify that it is appropriate at this time to acquire the Improvements.

FURTHER AFFIANT SAYETH NOT.


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

STATE OF FLORIDA
COUNTY OF Duval

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


(Official Notary Signature)

Name: _____

Personally Known _____

OR Produced Identification _____

Type of Identification _____

[notary seal]

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

EXHIBIT A

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

DESCRIPTION OF IMPROVEMENTS TO BE ACQUIRED:

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

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

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

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

ALSO INCLUDING

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

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Wildlight Platted Property Ready for Conveyance

 East Nassau Stewardship District

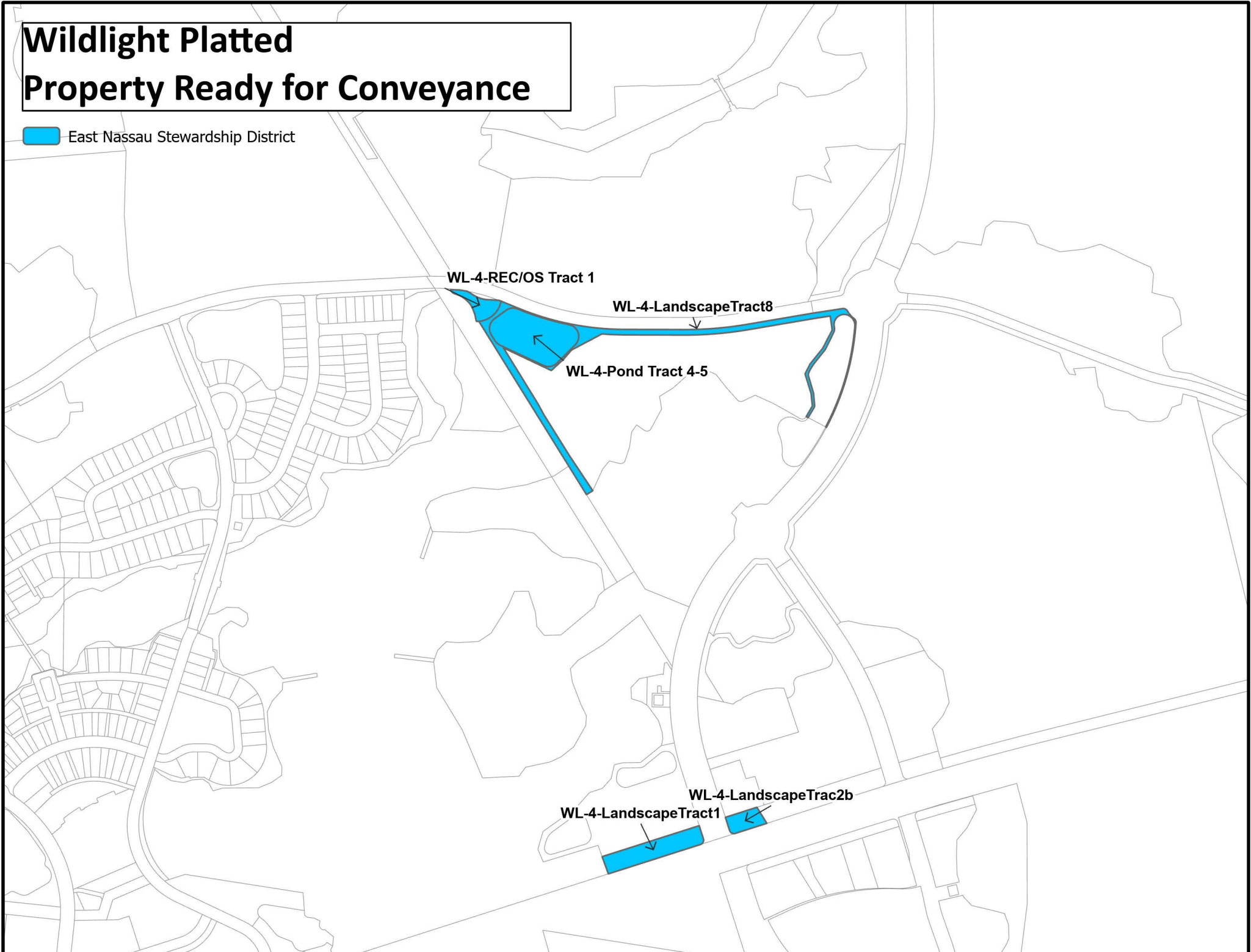
WL-4-REC/OS Tract 1

WL-4-LandscapeTract8

WL-4-Pond Tract 4-5

WL-4-LandscapeTrac2b

WL-4-LandscapeTract1



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

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

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

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

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

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

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

[SIGNATURE PAGE TO FOLLOW]

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

A.J. JOHNS, INC.

WITNESSES

Chad Cockrell

Chad Cockrell

[print name]

Todd A. Patrick

Todd A. Patrick

[print name]

Charles B. Laughlin

Signature

Charles B. Laughlin

Print Name

Its: President

EXHIBIT A

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

As-builts for the following improvements constructed pursuant to that 90 44444437 [AGREEMENT] by and between Wildlight LLC and _____ [CONTRACTOR] dated 2/14, 2023, as amended and supplemented]:

DESCRIPTION OF IMPROVEMENTS TO BE ACQUIRED:

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

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

ALSO INCLUDING

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

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

ALSO INCLUDING

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

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

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

TOGETHER WITH

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

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

Wildlight Platted Property Ready for Conveyance

 East Nassau Stewardship District

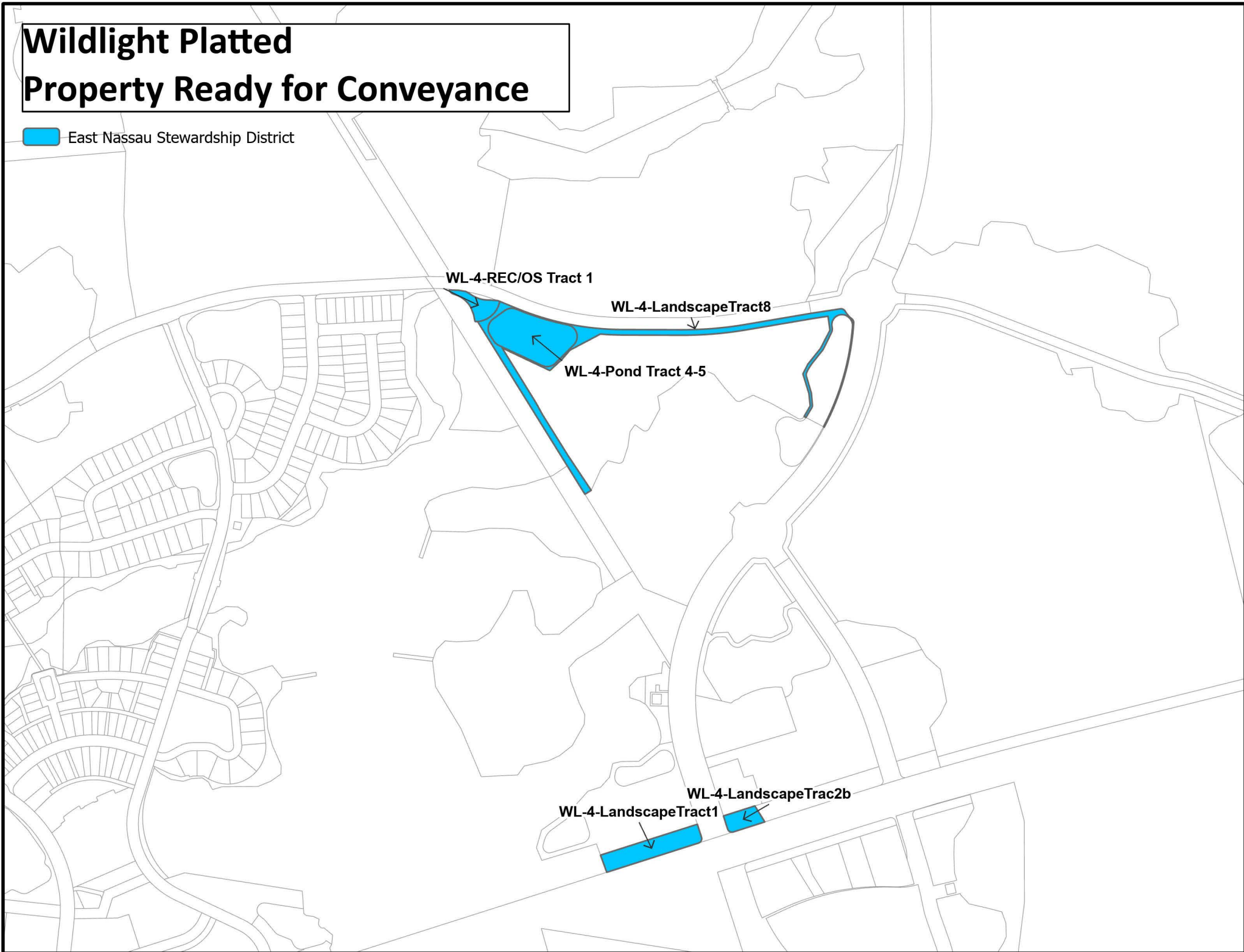
WL-4-REC/OS Tract 1

WL-4-LandscapeTract8

WL-4-Pond Tract 4-5

WL-4-LandscapeTrac2b

WL-4-LandscapeTract1



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

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

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

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

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

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

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

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

ATTEST

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



Chad Cockrell
[print name]



Todd A. Patrick
[print name]



By: Charles B. Laughlin
Its: President

EXHIBIT A

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

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EXHIBIT B

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CONSTRUCTION AGREEMENT FIXED FEE

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

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

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

1. ENTIRE AGREEMENT

- 1.1 This Agreement evidences the entire, integrated agreement between Owner and Contractor with respect to the Work herein. This Agreement supersedes all prior and contemporaneous written and oral agreements, statements, representations, promises, inducements, and understandings of any type or nature between the Parties. In no event will the Parties be bound by or be liable to each other for any such agreements, statements, representations, promises, inducements, or understandings of any type or nature, except as may be expressly set forth herein. Contractor may accept this Agreement by signing on the signature page or by commencing performance of any of its obligations herein, whichever occurs first.
- 1.2 **NO CHANGES TO THE WORK, AMENDMENTS OR MODIFICATIONS OF THIS AGREEMENT SHALL BE VALID OR ENFORCEABLE FOR ANY PURPOSE, UNLESS AND UNTIL SUCH CHANGES TO THE WORK, AMENDMENTS, OR MODIFICATIONS ARE SET FORTH IN A WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF OWNER. NO PERSON ACTING FOR OR ON BEHALF OF OWNER WILL HAVE AUTHORITY TO BIND OWNER OR TO OTHERWISE WAIVE OR MODIFY THE REQUIREMENT HEREIN THAT ALL CHANGES TO THE WORK, AMENDMENTS, AND MODIFICATIONS TO THIS AGREEMENT MUST BE IN WRITING AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF OWNER.**
- 1.3 Before signing this Agreement, and on an annual basis thereafter, Contractor will provide Owner with a copy of the following documents:
 - a. Evidence that Contractor's business and all applicable contractor, trade, and professional licenses for the State in which the Project is located are effective and in good standing;
 - b. Evidence that Contractor has sufficient financial resources available to meet its unperformed obligations under the Contract Documents, including but not limited to Contractor's most current financial statement certified by either Contractor's CFO or a licensed CPA in the State where the Project is located;
 - c. Contractor's list of pending and completed projects; and
 - d. Contractor's certificate of insurance evidencing that all required insurance remains in place;

2. THE WORK

- 2.1 Contractor shall fully perform and complete all Work required by the Contract Documents enumerated in Article 3 within the Contract Time. The "Work" consists of the totality of Contractor's obligations under the Contract Documents, including, without limitation, Contractor's obligation to procure, furnish, install, fabricate, or otherwise provide all labor, supervision, services, materials, equipment, supplies, tools, and plant necessary to fully perform, complete, and make operational all the construction indicated in or reasonably inferred by the Contract Documents.
- 2.2 Contractor warrants and represents to Owner that, in executing this Agreement and undertaking the Work:
 - 2.2.1 Contractor has not relied upon any oral inducement or representation by Owner, Design Professional, or any of their employees, officers, consultants, representatives, or agents as to the scope, nature, character, magnitude, or condition of the Work, Project, or Property; and

CONSTRUCTION AGREEMENT FIXED FEE

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

3 THE CONTRACT DOCUMENTS

3.1 The Contract Documents consist of:

- 3.1.1 Amendments to the Agreement signed by authorized representatives of the Parties contemporaneous with or after they sign the Agreement;
- 3.1.2 Change Orders signed by authorized representatives of the Parties contemporaneous with or after they sign the Agreement;
- 3.1.3 Exhibit A - the Key Business Terms;
- 3.1.4 The Agreement, including the following documents, which are incorporated herein by reference
 - Exhibit "B" - the Property Description
 - Exhibit "C" - the Plans and Specifications List
 - Exhibit "D" - Contractor's insurance requirements
 - Exhibit "E" - Contractor's unit prices, pricing index, and allowances (as applicable)
 - Exhibit "F" - Construction Schedule
 - Exhibit "G" - Contractor's Scope of Work (as applicable)
 - Exhibit "H" - Schedule of Values
- 3.1.5 The Plans and Specifications identified in the Plans and Specifications List.
- 3.1.6 Other Contract Documents, if any, identified in Section 3.1.6 of the Key Business Terms

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

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

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

- Exhibit "I" - Contractor's signed Internal Revenue Service Form W-9
- Exhibit "J" - Application for Payment form
- Exhibit "K" - Unconditional Waiver and Release of Lien form
- Exhibit "L" - Waiver and Release upon Progress Payment form
- Exhibit "M" - Contractor's Progress Payment Affidavit
- Exhibit "N" - Waiver and Release of Lien upon Final Payment form
- Exhibit "O" - Contractor's final affidavit form
- Exhibit "P" - Change Order form
- Exhibit "Q" - Field Directive form

CONSTRUCTION AGREEMENT FIXED FEE

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

4 [INTENTIONALLY OMITTED]

5 CONTRACT PRICE

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

6 PAYMENT AND PERFORMANCE BONDS

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

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

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

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

7 CONTRACT TIME

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

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

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

CONSTRUCTION AGREEMENT FIXED FEE

- 7.2.2 Within two business days of filing the Notice of Commencement, Contractor will deliver to Owner a true and correct copy of the Notice of Commencement stamped by the clerk of the court's office as "filed."
 - 7.2.3 Contractor will post either a certified copy of the Notice of Commencement or a notarized statement that the Notice of Commencement has been filed for recording along with a copy thereof in a conspicuous location at the Site.
 - 7.2.4 In the event that Owner terminates this Agreement for cause, or Contractor abandons the Work, the surety will be responsible for re-filing the Notice of Commencement and meeting the requirements of this Section 7.2 before recommencing performance of the Work.
- 7.3 **Commencement of Work:** The Contractor shall commence the Work within ten (10) calendar days after the Commencement Date set forth in Section 7.3 of the **Key Business Terms**. In no event will Contractor commence Work before the Commencement Date.
- 7.4 **Milestones:** The Contractor will achieve the milestones no later than the applicable dates or times indicated in Section 7.4 of the **Key Business Terms**, as may be adjusted only in strict conformance with the Article 23 of the Agreement.
- 7.5 **Contract Time:** The Contractor will achieve Substantial Completion (as hereinafter defined) of the entire Work no later than the expiration of the Contract Time set forth in Section 7.5 of the **Key Business Terms**, as may be adjusted only in strict conformance with the Article 23 of the Agreement.
- 7.6 **Final Completion Date:** The Contractor will achieve Final Completion (as hereinafter defined) of the Work within the time required by the Certificate of Substantial Completion of the entire Work (the "Final Completion Date"), unless Contractor requests and Owner grants, in its sole discretion, a time extension to the Final Completion Date for good cause shown.

8 PERMITS AND LICENSES

- 8.1 Owner will procure and pay for all performance, maintenance, and warranty bonds, if any, required by the municipality or County in which the Project is located, or by any other public entities with jurisdiction over the Project, or any public or private utilities. Contractor will cooperate with and assist Owner by providing all the information, certificates, acknowledgements, notices, and materials (including without limitation as-built drawings and inspection reports and certifications) required by Owner to prepare and submit the bond applications and to subsequently obtain a discharge of such bonds.
- 8.2 Contractor will procure and pay for all building, ground-breaking, demolition, street closing, and other similar permits, certificates, and approvals related to the Work that are commonly procured by contractors in the general vicinity of the Project.
- 8.3 Contractor represents and warrants that it and all of its subcontractors are authorized, qualified, and, to the extent required by the Applicable Laws (as defined below), licensed and in good standing to perform the Work in accordance with all applicable requirements of all federal, state, and local governmental entities, agencies, and utilities having jurisdictions over this Project.

9 MATERIALLY DIFFERING SITE CONDITIONS

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

CONSTRUCTION AGREEMENT FIXED FEE

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

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

10 CONFIDENTIALITY

- 10.1 Contractor acknowledges that all data, plans, processes, methods, techniques and other information or materials furnished or made available to Contractor by Owner, are owned, as between Owner and Contractor, exclusively by Owner. Contractor further acknowledges and agrees that any such information or materials which are not available to the public at large (collectively, "Confidential Information") shall for all purposes be regarded by Contractor and its subcontractors, suppliers, and vendors, and the employees, agents, and representatives of any of them, as strictly confidential. The existence of this Agreement and Owner's retention of Contractor will also constitute Confidential Information. Confidential Information may be disclosed in documentary or other tangible form, electronically, orally or by visual inspection. Except as required in the performance of the Work, neither Contractor nor any of its subcontractors, suppliers, or vendors, or the employees, agents or representatives of any of them, will redistribute, market, publish, disclose or divulge to any other person, firm or corporation, or use or modify for use, directly or indirectly in any way for anyone, any such Confidential Information, without the express prior written consent of Owner.
- 10.2 Contractor's obligations under this Section 10 with regard to Confidential Information shall be in effect at all times during the performance of the Work and shall continue: (i) with regard to each item of Confidential Information which constitutes a trade secret under the Applicable Laws, for such time as such item shall continue to constitute a trade secret under the Applicable Laws; and (ii) with regard to each item of Confidential Information other than trade secrets, for a period of three (3) years following return of such item to Owner.
- 10.3 Information shall not constitute Confidential Information which (i) was known to Contractor prior to the date of disclosure by Owner as evidenced by Contractor's written records; (ii) is in or becomes in the public domain by reason other than a breach of this Covenant; or (iii) legally comes into Contractor's possession without an obligation of confidentiality through channels independent of Contractor.
- 10.4 The terms and covenants of this Section 10 will survive expiration or termination of this Agreement. Upon such expiration or termination, Contractor agrees to immediately return to Owner any and all tangible or written expressions of all Confidential Information or proprietary information of Owner in the possession of Contractor or any of its employees or agents.

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11 NO PROMOTION

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

12 SUBSTANTIAL COMPLETION

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

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

13 LIQUIDATED DAMAGES

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

14 ACCEPTANCE OF WORK

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

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

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

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

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

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

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

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

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

15 EXTENSION OF TIME

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

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

- 15.2.1 Nature of the delay
- 15.2.2 Cause of the delay;
- 15.2.3 Date that the delay first started;
- 15.2.4 Actual or estimated length of the delay;
- 15.2.5 A copy of the most current update to the Construction Schedule that immediately preceded the start of the delay;
- 15.2.6 Identification of the specific critical path activities on the then current update to the Construction Schedule impacted by the delay; and
- 15.2.7 Recommended actions to avoid or minimize the effects of the delay.

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

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

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

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

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

16 APPLICATION FOR PAYMENTS AND PROCEDURES

16.1 Before signing the Agreement

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

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- 16.2 Owner may use the Draw Schedule and the Schedule of Values as a basis for reviewing and paying Contractor's Applications for Payment of a progress or final payment; provided, however, in no event will Owner be obligated to pay Contractor more than the Contract Price as may be adjusted.
- 16.3 On a monthly basis, Contractor may submit an **"Application for Payment"** to Owner for a progress payment in the form attached hereto as **Exhibit "I"** (the "Application for Payment"), along with all other information and documents required by Section 16.6 or otherwise requested by Owner to substantiate Contractor's right to a progress payment, on or before the twenty-fifth (25th) day of the calendar month (the "Application Date") for Work properly completed during the one month period commencing on the first (1st) day of the month and reasonably estimated to be complete by the last day of the month.
- 16.3.1 Upon Owner's prior written approval, which shall be in Owner's sole and exclusive discretion, Contractor may also submit, as part of an Application for Payment and along with proper substantiation, for a progress payment for materials properly stored during the period described in Sec. 16.3.
- 16.3.1.1 Owner's approval of Contractor's billing for materials stored will not continue from the one-month period in which the approval is given into the next such period, and Contractor is required to obtain Owner's written approval for each Application for Payment.
- 16.4 Contractor's submission of each Application for Payment to Owner for a progress or final payment is a representation by Contractor to Owner that all Work indicated therein is complete and in conformance with the Contract Documents.
- 16.5 Contractor will calculate the progress payment requested in each Application for Payment, as follows:
- 16.5.1 The current value of the Work, which will equal the lowest value of Work properly completed and in place and, if Owner has provided written approval, materials properly stored based upon:
- 16.5.1.1 The percentage and value of materials properly stored and Work properly completed and in place based upon the Schedule of Values;
- 16.5.1.2 The projected percentage and projected value of materials properly stored and Work properly completed and in place based upon the Draw Schedule;
- 16.5.1.3 The value of materials properly stored and Work properly completed and in place based upon actual Cost of the Work incurred by Contractor through the last date of the month, which Contractor has either paid or intends in good faith to pay upon receipt of Payment from Owner, along with copies of invoices, pay requests, and vouchers from subcontractors, suppliers, and vendors to substantiate the Cost of the Work incurred that pay period;
- 16.5.2 Less retainage on the current value of the Work
- 16.5.3 Less the amount Owner has paid Contractor through the Application Date, plus any anticipated payments from Owner to Contractor through the last date of the month;
- 16.6 Owner's obligation to review and process each Application for Payment of a progress payment is subject to Contractor providing the following documents, which are absolute conditions precedent to Owner's obligation to make such progress payment to Contractor:
- 16.6.1 A notarized **"Waiver and Release of Lien Upon Progress Payment"** signed by Contractor in the form attached hereto as **Exhibit "L"**;
- 16.6.2 A notarized **"Unconditional Waiver and Release of Lien"** in the form attached hereto as **Exhibit "K"**, signed by each first -tier and, if directed by Owner, lower tier subcontractor, supplier, and vendor whose portion of the Work was included and paid in the previous Application for Payment;

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- 16.6.3 Contractor's signed and notarized "**Progress Payment Affidavit**" in the from attached hereto as **Exhibit "M"**, setting forth all outstanding and unpaid bills for Work or materials which have been incurred on the Project to date;
 - 16.6.4 Contractor's updated Construction Schedule; and
 - 16.6.5 Such other evidence of performance of the Work, the costs thereof and the payment therefore as Owner may deem necessary or desirable, all in a form and content acceptable to Owner.
- 16.7 Owner's payment of any Application for Payment for a progress or final payment shall not constitute acceptance of defective, non-conforming, or incomplete Work.
- 16.8 Contractor's failure to properly prepare and support an Application for Payment for a progress or final payment, including requesting payment for Work not performed or failure to include all the information and documents required by Owner, may result in Owner returning the Application for Payment to Contractor without review for Contractor's correction and resubmission to Owner.

17 PROGRESS PAYMENTS

- 17.1 Owner will review and notify Contractor within fifteen (15) days of the date that Owner receives a properly prepared Application for Payment, and all information and documents required by Section 16, whether the payment requested is approved or rejected, in whole or in part. Owner's notice will indicate the amount and basis for rejecting all or any part of the Application for Payment.
- 17.2 Owner will pay to Contractor an amount equal to ninety percent (90%) of the net amount approved, after deducting any sums withheld by Owner under Section 18 of the Agreement or otherwise due Owner as a credit, backcharge, or set-off, within thirty (30) days of Owner's receipt of each properly prepared and supported Application for Payment. The remaining ten percent (10%) constitutes "Retainage."
- 17.2.1 Upon Contractor's request, Owner may, at its sole discretion, release a portion of the retainage to Contractor to be paid to one or more identified subcontractors who fully and properly complete their portion of the Work before the overall progress of the Work is fifty (50%) percent complete.
- 17.2.2 The remaining retainage will be released to Contractor when at Final Completion.
- 17.3 Owner may, at its sole and absolute discretion, and without obligation, make joint or direct payments to subcontractors, suppliers, vendors, and workers, of any tier, for labor, materials, equipment, and services provided in connection with the Work, in which event such payments will be credited against the Contract Price and deducted from the Contract Price.
- 17.4 The provisions of this Article and Article 18 are in lieu of any provisions of Florida's Prompt Payment Act, Fla. Stat. §§ 713.346(2) and 715.12.

18 WITHHOLDING PAYMENT TO CONTRACTOR

- 18.1 Owner may withhold its approval of an Application for Payment of a progress or final payment, or withdraw an approval previously given, in whole or in part, if and to the extent that Owner determines, in its sole and absolute discretion, that such action is prudent to protect Owner from loss or damage due to:
- 18.1.1 Failure of the Contractor to carry out the Work in conformance with the Contract Documents;
 - 18.1.2 Defective Work not remedied;
 - 18.1.3 Claims filed or reasonable evidence indicating the probable filing of such claims;
 - 18.1.4 Failure or alleged failure of Contractor to pay subcontractors, suppliers, vendors, or others of any tier, providing labor, materials, equipment, or services in relation to the Work, in accordance with their agreements with Contractor;

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- 18.1.5 Failure of Contractor to satisfy all conditions precedent to payment, including without limitation Contractor's failure to provide an updated Construction Schedule and required lien waivers and releases;
 - 18.1.6 Reasonable evidence that the Work will not be completed within the Contract Price;
 - 18.1.7 Damage to Owner or others, including without limitation, the Design Professional, a Separate Contractor, neighboring property owners, tenants, invitees, licensees, and trespassers;
 - 18.1.8 Reasonable evidence that the Work will not be completed with the Contract Time;
 - 18.1.9 Failure to transfer claims of lien from the Property;
 - 18.1.10 Failure of Contractor to submit any information required by this Agreement.
- 18.2 In the event that Owner sustains any loss or damage as contemplated by Sec. 18.1 above, Owner will be entitled to setoff its costs attributable to any loss or damage against any sums that are otherwise owed Contractor under this or any other contract between Owner and Contractor.

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

19 FINAL PAYMENT

- 19.1 Upon achieving Final Completion, Contractor will submit an Application for Payment to Owner for final payment on the **"Application for Payment"** form attached to the Agreement as **Exhibit "J"**, along with all documents required by Section 19.2 or otherwise requested by Owner to substantiate Contractor's right to final payment.
- 19.2 Owner's obligation to review and process the Application for Payment of final payment is subject to Contractor providing the following documents, which are absolute conditions precedent to Owner's obligation to make such final payment to Contractor:
- 19.2.1 Contractor's final accounting signed by Contractor's CFO or a CPA;
 - 19.2.2 Contractor's notarized waiver and release of lien upon final payment signed by Contractor on the **"Waiver and Release Upon Final Payment"** form attached to the Agreement as **Exhibit "N"**;
 - 19.2.3 Notarized unconditional final waivers and releases of lien signed by all first tier, and, if directed by Owner, lower tier subcontractors, suppliers, and vendors on the **"Waiver and Release Upon Final Payment"** form attached to the Agreement as **Exhibit "N"**;
 - 19.2.4 Contractor's certification to Owner that the Project has been fully completed in conformance with the Plans and Specifications
- 19.3 Owner will pay the unpaid balance of the Contract Price to Contractor within thirty (30) days after all of the following absolute conditions precedent to Owner's obligation to make final payment are satisfied:
- 19.3.1 Contractor achieves Substantial Completion of the Work as defined in Article 12;
 - 19.3.2 Contractor completes all items on the Punchlist as provided for in Article 14;
 - 19.3.3 Owner approves Contractor's Application for Final Payment;
 - 19.3.4 Owner approves Contractor's final accounting;
 - 19.3.5 Contractor assigns to Owner all subcontractor and manufacturer warranties not already issued in Owner's name;
 - 19.3.6 Contractor makes final payment to all subcontractors, suppliers, vendors, and workers of any tier;

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- 19.3.7 Contractor provides Owner with a notarized Contractor's final affidavit that complies in every respect with Fla. Stat. §713.06 on "**Contractor's Final Affidavit**" form attached to the Agreement as **Exhibit "O"**;
- 19.3.8 Completion of "As-Built" Plans showing the completed Project and the location of all easements and encroachments, if any, and showing all approved conditions, utility locations, certified by a licensed Florida land surveyor. Contractor shall furnish to Owner, as a Cost of the Work, four (4) sets of "As-Built" Plans, or an electronic copy, certified by Contractor to be true and correct and approved by the engineer or record and any applicable government agency.
- 19.4 Acceptance of the Work as achieving Final Completion will not constitute acceptance of any defective, incomplete, or non-conforming Work or improper materials or workmanship or waiver of any claim which Owner may have under the Contract Documents or under the Applicable Laws; unless expressly identified with particularity and acknowledged by Owner in a written Change Order signed by an authorized representative of Owner.
- 19.5 Owner may, in its sole and absolute discretion, agree to make Final Payment to Contractor before Contractor completes all items on the Punchlist, in which event Owner will have the right to withhold an amount equal to two hundred percent (200%) of the estimated cost to complete all incomplete, nonconforming, and defective Work, as determined by Owner.

20 AGREEMENT TO CORRECT DEFECTIVE WORK

- 20.1 In addition to any other warranty obligation owed to Owner by contract or law, Contractor will promptly and diligently upon its discovery or its receipt of Owner's notice, whichever occurs first, and, at Owner's option, correct, complete, or remove and replace (collectively, to "Remediate") all Work found to be defective, non-conforming, or incomplete (collectively, "Defects"), whether discovered before or after Substantial Completion. Contractor will commence to Remediate Defects identified by Owner as an emergency no more than twenty-four (24) hours after Contractor's discovery or Contractor's receipt of Owner's notice thereof. Contractor will commence to Remediate all other Defects no more than ten (10) days after Contractor's discovery or Contractor's receipt of Owner's notice thereof. Owner may, but shall not be required to, Remediate Defects at Contractor's cost in the event Contractor fails to commence and thereafter diligently continue to Remediate any Defect within the times indicated until fully Remediated. Owner may also, but shall not be required to, Remediate Defects at Contractor's cost, without prior notice to Contractor, in the event that Owner determines that a Defect poses an unreasonable risk of harm to person, property, or Owner's economic interests. Contractor shall immediately pay the expenses incurred by Owner to Remediate any Defects.
- 20.2 Contractor's corrective Work will conform in all respects with the Contract Documents. All costs related to the Remediation of Defects, including but not limited to the cost to uncover, remove, replace, and reinstall equipment and materials to gain access to the Defects or damaged during the Remediation Work will be borne by Contractor. Contractor's Surety will expressly guarantee full and timely performance of Contractor's warranty obligations herein.
- 20.3 Contractor's obligation to Remediate Defects will in no event establish a limitation period for Contractor's other obligations under the Contract Documents, including without limitation its obligation to perform the Work in conformance with the Contract Documents.

21 CHANGES TO THE WORK

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

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- 21.2 Changes to the Work may be accomplished after the Parties sign this Agreement, by Amendment, Change Order, or Field Directive.
- 21.3 Contractor will make no Change(s) to the Work unless and until Owner authorizes Contractor to make such Change(s) to the Work by a written Change Order or Field Directive signed by Owner in accordance with, and in strict compliance with, the requirements of the Contract Documents. No person acting for or on behalf of Owner will have authority to modify or waive this requirement, which is an essential term of the Agreement.
- 21.4 Contractor will proceed promptly to perform all Changes to the Work upon receipt of either a Change Order or a Field Directive signed by Owner, unless provided for otherwise therein.
- 21.5 No claim that Owner has expressly or impliedly accepted alterations or additions to the Work, or that the Owner has been unjustly enriched by any alteration or addition to the Work, whether or not there is in fact any unjust enrichment, shall be the basis for any claim to an increase to the Contract Price or Contract Time or both.
- 21.6 In no event will Contractor be entitled to an adjustment of the Contract Price or Contract Time or both on the basis that a Change to the Work is necessitated by Contractor's failure to familiarize itself with the Applicable Laws or the practices of any governing authority with jurisdiction over the Project or the Work.

22 CHANGE REQUEST

- 22.1 Contractor shall, within seven (7) calendar days following receipt of a written change request or, if applicable, within the time set forth in a Field Directive from Owner, submit to Owner a written proposal for fully performing the proposed change to the Work ("Contractor's Proposal"). Contractor's Proposal will include all time and cost affects, if any, arising out of or relating to the proposed change to the Work.
- 22.2 Contractor's Proposal will set forth in detail Contractor's proposed net adjustment to the Contract Price, if any, to carry out the proposed changes to the Work. Unit prices in the Schedule of Values will be the basis for Contractor's Proposal unless Owner and Contractor agree otherwise in writing. If Owner and Contractor agree otherwise, Contractor will provide a cost estimate and backup documentation for the following cost categories:
- 22.2.1 Materials, quantities and unit prices, if applicable;
 - 22.2.2 Labor man hours and wages by trade;
 - 22.2.3 Equipment type and size and rental rate;
 - 22.2.4 Subcontract cost with backup detail for such items.
- 22.3 Contractor's sole markup for all net additive Changes in the Work shall be limited to the markups identified in Section 22.3 of the **Key Business Terms**. The amount of credit for net deductive Changes in the Work will be actual net decrease to the Contract Price, as supported by Contractor and confirmed by Owner.
- 22.4 Contractor's Proposal will identify in detail Contractor's best estimate of the actual increases and decreases to the Contract Time, and a proposed net adjustment to the Contract Time, if any, to carry out the proposed changes to the Work, along with providing the following information:
- 22.4.1 The duration of time to perform the proposed changes to the Work;
 - 22.4.2 Identification of all necessary predecessor and successor activities to the performance of the proposed change to the Work, along with a description of their logic relationship to the proposed changes to the Work, such as start to start, start to finish, and finish to finish, along with any lag time;
 - 22.4.3 Dates on the most current update to the Construction Schedule when Contractor anticipates commencing and completing performance of the proposed changes to the Work;
 - 22.4.4 All activities in the most current update to the Construction Schedule that will be affected in any way by the proposed changes to the Work;

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- 22.4.5 All critical path activities in the most current update to the Construction Schedule that will be delayed or accelerated by the proposed changes to the Work;
 - 22.4.6 Contractor's proposed revisions to the most recent update to the Construction Schedule, including changes in logic, durations, and relationships between activities in and activities added to or deleted from the most recent update to the Construction schedule; and
 - 22.4.7 Demonstrate to Owner's satisfaction of the extent, if any, to which the proposed changes to the Work will cause Contractor to accelerate or to delay critical path activities on the most current update to the Construction Schedule.
- 22.5 Owner may issue a Field Directive to Contractor in the event Owner decides to proceed with any Changes in the Work before Owner accepts Contractor's Proposal, regardless of whether Owner has received Contractor's Proposal, and whether the time period for pricing the proposed changes to the Work has expired.
- 22.6 If Contractor fails to submit Contractor's Proposal to Owner within the time period for pricing the proposed Changes to the Work, Owner may issue a Change Order to Contractor for the Changes to the Work, setting forth Owner's estimate of the adjustments to the Contract Price or Contract Time or both resulting from the Changes to the Work, which will be binding on Contractor, without further negotiation.

23 CHANGE ORDERS

- 23.1 A Change Order is a written order prepared by Owner and signed by Contractor and Owner after execution of the Agreement, memorializing their full and final agreement upon all of the following:
- 23.1.1 A Change to the Work;
 - 23.1.2 The amount of the adjustment to the Contract Price, if any; and
 - 23.1.3 The extent of the adjustment to the Contract Time, if any.

24 FIELD DIRECTIVE

- 24.1 A Field Directive is a written directive in substantially the same form as "Exhibit Q" attached hereto signed by Owner and issued to Contractor that authorizes Contractor to proceed with performing Change(s) to the Work in advance of the Parties reaching a full and final agreement to an adjustment, if any, to the Contract Price or the Contract Time or both. Owner may also issue a Field Directive where the Parties dispute whether certain work is defective or required by the Contract Documents. Issuance of a Field Directive is not an admission that Contractor is entitled to an adjustment to either the Contract Price or the Contract Time.
- 24.2 A Field Directive may propose, at Owner's option, an adjustment or a method for adjusting the Contract Price. Upon receipt of a Field Directive, Contractor shall within seven (7) days receipt of the directive promptly advise Owner of Contractor's agreement or disagreement with the adjustment or the proposed method of adjustment set forth therein, or inform Owner of any cost or schedule impacts made necessary by the Field Directive if no adjustment is set forth therein. A Field Directive signed by the Contractor indicates agreement of the Contractor therewith, including the adjustment or proposed method of adjustment to the Contract Price, which will be effective immediately and recorded as a Change Order. Failure to respond within such time shall constitute acceptance of the Field Directive.
- 24.3 Unless Owner directs otherwise, Contractor will not stop or suspend performance of a Field Directive in the event of a dispute between the Parties as to the adjustment to the Contract Price or the Contract Time or both resulting from a Change to the Work. In such an event, Contractor will keep and present to Owner on a weekly basis separate, accurate cost records, including time sheets, invoices, and equipment utilization records, of the actual costs incurred and costs saved by Contractor for the direct cost of the Work items set forth in Section 22.2 to perform the Changes in the Work. In no event will Owner be obligated to increase the Contract Price by more than the sum of such actual cost records, plus a reasonable Markup calculated in conformance with Section 22.3.

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

25 CONSTRUCTION SCHEDULE

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

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

25.3 The Construction Schedule shall include the following:

- 25.3.1 Separate activities for each item of work performed by each trade in each discrete location of the Project;
- 25.3.2 The necessary predecessor and successor activities for each activity and their logical connection to the activity;
- 25.3.3 The duration, early start, early finish, late start, late finish, and float time for each activity
- 25.3.4 Brief description of each activity;
- 25.3.5 Indication of all activities on the critical path;
- 25.3.6 Indication of all activities with less than one (1) month of float; and
- 25.3.7 Contract and other major milestones.

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

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

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

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26 PROGRESS

- 26.1 Contractor will keep Owner fully informed in writing in advance of the progress of the Work as to Contractor's plans for performing each part of the Work. If at any time during the progress of the Work, Contractor's actual progress is inadequate to meet the requirements of this Agreement, Owner may notify Contractor in writing that it is behind schedule, in which event Contractor will promptly take such steps as may be necessary to recover the planned progress of the Work.
- 26.2 If Contractor does not recover the planned progress of the Work within the time set by Owner in the notice, or within a reasonable period of time as determined by Owner, then Owner may require that Contractor take all or some of the following actions, without any increase to the Contract Price: increase the number of Contractor's workers; increase the number of shifts; work overtime or weekends; expedite the procurement and delivery of materials and equipment; increase the amount of construction plant at the Site; supplement Contractor's performance of the Work through separate contractors. Owner may also, in its sole discretion, itself supplement Contractor's performance of the Work through the hiring of separate contractors, in which case Contractor will be liable to Owner for any costs incurred by Owner to supplement Contractor's workforce. In no event will Owner's issuance of notice, or failure to issue notice, relieve Contractor of its obligation to achieve the quality of Work and rate of progress required by this Agreement.
- 26.3 Failure of Contractor to comply with the instructions of Owner may be grounds for determination by Owner that Contractor is not prosecuting its Work with such diligence as will assure completion within times specified. Upon such determination, Owner may terminate Contractor's right to proceed with the performance of this Agreement, or any separable part thereof, in accordance with the applicable provisions of this Agreement.

27 DEFAULT

- 27.1 Contractor shall be in default under the Contract Documents under any of the following circumstances:
- 27.1.1 Failure of the Contractor to supply enough properly skilled workers or materials to maintain the planned progress of the Work;
 - 27.1.2 Failure to make prompt payment to subcontractors or suppliers for materials or labor in conformance with their agreements with Contractor;
 - 27.1.3 Failure to comply with the Applicable Laws;
 - 27.1.4 Failure to comply with any terms or conditions of the Contract Documents;
 - 27.1.5 Failure to perform Work which conforms to the requirements of the Contract Documents;
 - 27.1.6 Failure to meet the Construction Schedule or to make progress so as to endanger the timely completion of the Work; or
 - 27.1.7 Abandonment or refusal to proceed with any Work, including Changes to the Work.
- 27.2 Owner may not terminate the Agreement for default until such time as Owner has provided Contractor notice of its default and given Contractor three (3) days to cure such default, except in circumstances where the nature of the default precludes cure, or a default involving safety to persons in which event Owner can act immediately. If the Contractor fails to cure the default within the three (3) day cure period, the Owner may terminate the Agreement for default under Article 28. Nothing herein will preclude Owner from enforcing all rights and remedies to which Owner is entitled to under the Contract Documents or the Applicable Laws for any breach or default by Contractor, regardless of whether such breach or default is timely cured.
- 27.3 If a finding of default is made, the Contractor shall remain responsible for performance of the requirements of the Contract Documents.

28 TERMINATION FOR DEFAULT

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- 28.1 In the event of a default by Contractor which is not cured in accordance with the Section 27.2, Owner may, in addition to any other remedy allowed by the Applicable Laws or provided for in the Contract Documents, terminate in whole or in part, Contractor's right to proceed with the Work by written notice and prosecute the Work to completion by any other method deemed expedient. In such event, Owner may take possession of and utilize any materials, plant, tools, equipment, and property of any kind furnished by Contractor to complete the Work.
- 28.2 Owner may withhold any portion of the Contract Price unpaid as of the date of the termination as an offset against any costs reasonably incurred or that may be incurred by Owner to complete Contractor's Work. Contractor and its Surety shall remain liable for all costs exceeding the Contract Price reasonably incurred by Owner in the completion of the Work as scheduled, including cost of administration of any contract awarded to others for completion and Liquidated Damages.
- 28.2.1 Owner (or any of its associated or affiliated companies) shall have the right at any time to set-off any amounts due to Contractor (or any of its associated or affiliated companies) against any amounts owed by Contractor, whether owed to Contractor under this Agreement or any other contractual agreement between the Parties hereto, unless such set-off violates the Applicable Laws.
- 28.3 Upon termination for default, Contractor shall:
- 28.3.1 Immediately discontinue Work on the date and to the extent specified in the notice and place no further purchase orders or enter into any new subcontracts to the extent that they relate to the performance of Work terminated;
- 28.3.2 Inventory, maintain and turn over to Owner all materials, plant, tools, equipment and property furnished by Contractor or provided by Owner for performance of Work;
- 28.3.3 Promptly obtain cancellation upon terms satisfactory to Owner of all purchase orders, subcontracts, rentals, or any other agreements existing for performance of the terminated Work or assign those agreements to Owner as directed;
- 28.3.4 Assign all subcontracts identified by Owner to either Owner, Contractor's surety, or a replacement contractor;
- 28.3.5 Cooperate with Owner in the transfer of information and disposition of Work in progress so as to mitigate damages;
- 28.3.6 Comply with other reasonable requests from Owner regarding the terminated Work; and
- 28.3.7 Continue to perform in accordance with all of the terms and conditions of this Agreement, such portion of Work that is not terminated.
- 28.4 If, upon termination pursuant to this Article, it is determined for any reason that Contractor was not in default, said termination will be converted to an Optional Termination under Article 29 and the rights and obligations of the parties shall be the same as under Article 29 of the Agreement.

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29 OPTIONAL TERMINATION

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

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

- 29.2.1 Immediately discontinue Work to extent specified in the notice;
- 29.2.2 Place no further orders for labor, materials, services, or facilities, other than as may be necessary or required for completion of any Work not subject to the Optional Termination;
- 29.2.3 Promptly cancel or terminate all applicable subcontracts, purchase orders, and equipment rental agreements on terms satisfactory to Owner, except to the extent that such subcontracts, purchase orders, or rental agreements are not subject to the Optional Termination or are identified by Owner as subcontracts, purchase orders, and rental agreements that Owner or its designee elects to accept the assignment thereof;
- 29.2.4 Assign all subcontracts, purchase orders, and rental agreements identified by Owner or its designee for acceptance of assignment;
- 29.2.5 Assist Owner in the maintenance, protection and disposition of property acquired by Owner under this Agreement to the extent requested by Owner in writing; and
- 29.2.6 Complete performance of any Work that is not subject to the Optional Termination.

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

- 29.3.1 That portion of the Contract Price due and not previously paid to Contractor for Work properly performed and completed in conformance with this Agreement through the effective date of the Optional Termination; and
- 29.3.2 The reasonable and necessary costs incurred by Contractor to demobilize from the Site, and to cancel, terminate, and assign subcontractors, purchase orders, and rental agreements in accordance with the Contract Documents.

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

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

30 SUSPENSION

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

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

- 30.2.1 Immediately discontinue Work to the extent specified in the notice;
- 30.2.2 Enter into no new subcontracts, purchase orders, or rental agreement, except if and to the extent authorized by Owner in writing;
- 30.2.3 Suspend all applicable subcontracts, purchase orders, and rental agreements on terms satisfactory to Owner;
- 30.2.4 Continue to protect and maintain the Work, including those portions on which Work has been suspended; and
- 30.2.5 Take any other reasonable steps to minimize costs associated with such Suspension.

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

- 30.3.1 Agreed upon rates for Contractor's administrative staff and supervisory personnel, construction equipment, plant, and Site overhead costs if and to the extent that such staff, personnel, equipment, and plant is idle and not reasonably available for other work during the Suspension period due to their standby status;
- 30.3.2 Costs incurred in connection with mobilization and demobilization from the Site;
- 30.3.3 Costs incurred to maintain and protect the Work; and

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

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

31 INSPECTION: REJECTION OF MATERIALS AND WORKMANSHIP

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

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

32 COORDINATION AND CORRELATION OF PLANS AND SPECIFICATIONS

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

33 INDEPENDENT CONTRACTOR

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

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

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

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

34 SUBCONTRACTORS

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

- 34.1.1 The form of subcontract agreement to be used by the Contractor;
- 34.1.2 A list of subcontractors and suppliers to be used by the Contractor with the amount of their subcontracts and copies of signed subcontracts through that time period;
- 34.1.3 All subcontracts subsequently entered into shall be promptly provided by Contractor to Owner;
- 34.1.4 From time to time, Contractor will provide Owner within ten (10) days of Owner's written request, a list of all subcontractors and suppliers with whom Contractor has or intends to contract any portion of the performance of the Work or supply of any materials and equipment in compliance with Fla. Stat. § 713.165; and
- 34.1.5 From time to time, Contractor will provide Owner within ten (10) days of Owner's request, a sworn statement of account signed by Contractor showing the nature of all labor or services performed and to be performed, if any, the materials furnished, the materials to be furnished, if known, the amount paid on account to date, the amount due, and the amount to become due, if known, as of the date of the statement in compliance with Fla. Stat. § 713.16.

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

- 34.2.1 A provision incorporating all terms and conditions of this Agreement into such agreement;
- 34.2.2 A provision specifying the withholding of retention by Contractor in at least the same amounts as required by this Agreement;

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- 34.2.3 A provision in all subcontracts, rental agreements, and purchase orders, for the benefit of Owner obligating the subcontractors, equipment lessors or suppliers to remain bound to Owner by their respective agreements with Contractor in the event of Contractor's default under this Agreement or Contractor's termination; and
- 34.2.4 A provision whereby the subcontractor or supplier waives any of its rights against Owner and Design Professional for damage caused by fire or other casualties for which it is, or under the terms of this Agreement, should be insured.

35 IDENTITY OF INTEREST WITH SUBCONTRACTORS/SUPPLIERS

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

36 AUTHORIZED REPRESENTATIVE – PROJECT MANAGER'S SUPERVISION

- 36.1 Before starting Work, Contractor shall designate a competent, authorized representative (the "Authorized Representative") acceptable to Owner to represent and act for Contractor. Contractor shall inform Owner, in writing, of the name and address of such representative together with a clear definition of the scope of its authority to represent, act for, and bind Contractor. Such writing will specify any and all limitations of such authority. Contractor shall keep Owner informed of any subsequent changes in the foregoing. Such representative shall be present or duly represented at the Site at all times when Work is in progress. During periods when Work is suspended, arrangements for an authorized representative acceptable to Owner shall be made for any emergency Work which may be required. All notices, determinations, instructions and other communications given to the Authorized Representative of the Contractor shall be binding upon Contractor.
- 36.2 The Authorized Representative, project managers, superintendents and supervisors for the Project are all subject to prior and continuous approval of the Owner. If, at any time during the term of this Agreement, any of the personnel either functionally or nominally performing any of the positions named above, are, for any reason whatsoever, unacceptable to the Owner, Contractor shall replace the unacceptable personnel with personnel acceptable to the Owner.
- 36.3 Owner shall also designate a competent, authorized representative ("Owner's Authorized Representative") to represent and act for Owner.

37 LAWS AND REGULATIONS

- 37.1 Contractor and its employees and representative shall at all times, comply with all Federal, State, and local laws, statutes, rules, regulations, ordinances, orders, codes, and restrictive covenants that apply in any way to the Project or the Work (the "Applicable Law(s)").
- 37.2 Contractor may submit a proposal to adjust the Contract Price in the event that there is a change to the Applicable Laws enacted after the Parties sign the Agreement that materially increases the cost of the Work. Contractor's Proposal will be made within twenty-one (21) days of the effective date of the change to the Applicable Laws, providing detailed documentation of the cost effects of such change to the Applicable Laws will have on the Cost of the Work; otherwise any claim in relation to the change in the Applicable Laws will be deemed waived. If Owner concurs, the Parties will sign a Change Order memorializing the adjustment to the Contract Price and its basis.

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

38 STANDARDS AND CODES

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

39 COOPERATION WITH OTHERS

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

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

40 TAXES

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

41 UTILITIES

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

- 41.1.1 Public telephone service for Contractor's use;
- 41.1.2 Construction power as required at each point of construction;
- 41.1.3 Construction water as required at each point of construction;
- 41.1.4 Water and sanitation facilities as required throughout the construction; and
- 41.1.5 Waste and garbage service and removal in accordance with local codes.

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

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

42 WARRANTY

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

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

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

43 INTELLECTUAL PROPERTY INDEMNITY

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

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

44 CONTRACTOR REPRESENTATIONS

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

44.1.1 Contractor is familiar with the permitting, constructing, inspection and acceptance criteria of the state and local governmental authorities, agencies, and utilities that are responsible for permitting, inspecting, approving, and accepting the Work.

44.1.2 Contractor acknowledges it has had ample opportunity to visit the Site, analyze the Project, inspect the Contract Documents and request any clarification of the Work.

44.1.3 Contractor agrees it is capable and prepared to perform the Work.

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- 44.1.4 Contractor is familiar with and is satisfied as to all Applicable Laws that may affect cost, progress, and performance of the Work.
 - 44.1.5 Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents.
 - 44.1.6 Contractor is aware of the general nature of any other work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 - 44.1.7 Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents.
 - 44.1.8 The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- 44.2 Contractor further represents and warrants to Owner that there exists no conflict of interest or facts or circumstances which might create any appearance of impropriety as a result of Contractor's engagement by Owner hereunder with respect to Contractor's other clients, past or present, except as otherwise disclosed to Contractor in writing prior to entering into this Agreement. Contractor further represents and warrants to Owner that it will continue in good faith to avoid any conflict of interest or business arrangements which could appear to, or might tend to result in a conflict of interest. Contractor shall advise the Owner's Authorized Representative of any conflict of interest that might arise during the performance of this Agreement.

45 INDEMNITY

- 45.1 TO THE FULLEST EXTENT ALLOWED BY THE APPLICABLE LAWS, CONTRACTOR WILL DEFEND, INDEMNIFY, AND HOLD OWNER, AND DESIGN PROFESSIONAL, AND ANY EMPLOYEE, AGENT, REPRESENTATIVE, OR CONSULTANT OF ANY OF THEM, HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LOSSES, COSTS, AND EXPENSES, INCLUDING ATTORNEY, EXPERT, AND CONSULTANT FEES AND LEGAL EXPENSES, THAT ARISE OUT OF OR RELATE TO ANY ACT OR OMISSION BY CONTRACTOR, OR ANY SUBCONTRACTOR OR SUPPLIER OF ANY TIER, OR ANY EMPLOYEE, AGENT, REPRESENTATIVE, OR CONSULTANT OF ANY OF THEM, AND RESULTS IN PERSONAL INJURY, SICKNESS, DEATH, OR PROPERTY DAMAGE TO THE MAXIMUM LIMITS OF THE LIABILITY AND EXCESS/UMBRELLA INSURANCE THAT CONTRACTOR IS REQUIRED TO PROVIDE UNDER THE AGREEMENT OR THE CONTRACT PRICE, WHICHEVER IS GREATER, EXCEPT IN THE EVENT THAT SUCH CLAIMS, DAMAGES, LOSSES, AND EXPENSES ARE CAUSED BY THE SOLE NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL, WANTON OR INTENTIONAL MISCONDUCT OF THE INDEMNIFIED PARTY OR ITS EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, OR CONSULTANTS, OR FOR STATUTORY VIOLATIONS OR PUNITIVE DAMAGES (EXCEPT AND TO THE EXTENT THE STATUTORY VIOLATION OR PUNITIVE DAMAGES ARE CAUSED BY OR RESULT FROM THE ACTS OR OMISSIONS OF CONTRACTOR OR ANY SUBCONTRACTOR OR SUPPLIER OF ANY TIER, OR ANY EMPLOYEE, AGENT, REPRESENTATIVE, OR CONSULTANT OF ANY OF THEM), IN WHICH CASE THIS OBLIGATION SHALL NOT APPLY RELATIVE TO SUCH INDEMNIFIED PARTY. CONTRACTOR ACKNOWLEDGES THAT THE LIMITATION SET FORTH HEREIN IS COMMERCIALY REASONABLE AND WAS INCLUDED IN THE BID DOCUMENTS BEFORE ESTABLISHING THE CONTRACT PRICE.
- 45.2 CONTRACTOR'S OBLIGATIONS UNDER SECTION 45.1 WILL NOT BE LIMITED, WAIVED, OR EXCUSED BY THE PAYMENT OF ANY DAMAGES, BENEFITS, EXPENSES, OR COMPENSATION UNDER ANY EMPLOYEE DEATH OR DISABILITY STATUTE, INCLUDING WORKER'S COMPENSATION, EMPLOYER'S LIABILITY, EMPLOYEE BENEFIT, OR OTHER SUCH ACT.
- 45.3 CONTRACTOR WILL DEFEND, INDEMNIFY, AND HOLD OWNER AND DESIGN PROFESSIONAL, AND ANY EMPLOYEE, AGENT, REPRESENTATIVE, AND CONSULTANT OF ANY OF THEM, HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING ATTORNEY, EXPERT, OR CONSULTANT FEES, TO THE EXTENT ARISING OUT OF OR RELATING TO THE FOLLOWING:
- 45.3.1 THE FAILURE OF CONTRACTOR, OR ANY SUBCONTRACTOR, OR SUPPLIER, OR ANY EMPLOYEE, OFFICER, AGENT, REPRESENTATIVE, OR CONSULTANT OF ANY OF THEM, TO COMPLY WITH ANY APPLICABLE LAW;
 - 45.3.2 ANY HAZARDOUS MATERIAL BROUGHT TO THE SITE OR RELEASED BY THE NEGLIGENCE OF CONTRACTOR, OR ANY SUBCONTRACTOR OR SUPPLIER, OR, IF PART OF THE WORK, NOT PROPERLY REMOVED FROM THE SITE BY

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

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

45.3.4 ANY MATERIAL BREACH OF THE CONTRACT DOCUMENTS, AND

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

46 LIENS

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

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

47 INSURANCE

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

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

48 PROJECT CHARACTERISTICS

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

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

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

49 ACCESS TO WORK AREAS

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

50 DELIVERY, UNLOADING AND STORAGE

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

51 CLAIMS

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

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

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

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

52 CONTRACTOR-FURNISHED MATERIALS, EQUIPMENT AND WORKMANSHIP

- 52.1 Contractor will furnish material, equipment and workmanship that conforms with its warranty obligations under Article 42 of the Agreement. Any material or equipment that does not conform to such Warranty obligations will be removed immediately from the Site, and replaced with conforming material and equipment. Any non-conforming workmanship will be corrected immediately. Failure of Owner or Design Professional to discover, or direct Contractor to remove or correct any non-conforming material, equipment and workmanship will not excuse Contractor from its warranty obligations under this Agreement or the Applicable Laws, unless such non-conforming material, equipment and workmanship is expressly accepted with particularity in a signed Change Order.
- 52.2 Contractor shall continuously check architectural and structural clearances for accessibility of equipment and mechanical and electrical systems and continuously coordinate all phases of the Work. No allowance of any kind will be made for Contractor's failure to foresee means of completing the Work.
- 52.3 Contractor acknowledges that "common practice", "industry standards" and "common usage" are minimum standards of quality that may be superseded by the quality required by Contract Documents.
- 52.4 Contractor shall order and schedule delivery of materials in reasonable time to avoid delays in construction. If an item is found to be unavailable, Contractor shall notify Owner immediately of recommended substitute(s) to permit Owner's selection of a suitable substitute.
- 52.5 Owner and Design Professional will have shared authority for determining conformance of materials, equipment and systems with the requirements of the Contract Documents. Review and approval of all items proposed by Contractor for incorporation into the Work may be by Owner or Design Professional or both.
- 52.6 Reference to manufacturers' names, brands and models is to establish the type and quality desired. Substitutions may not be permitted unless specifically noted otherwise. Such substitutions shall be subject to written approval.
- 52.7 When materials, equipment or systems are specified by, performance only, without reference to specific manufacturers' brands or models, Contractor shall submit its own choice for Owner's review and approval, supported by sufficient evidence of conformity with the Contract Documents.

53 SUBSTITUTIONS

- 53.1 Prior to proposing any substitute item, Contractor shall satisfy itself that the item proposed is, in fact, equal to that specified, that such item will fit into the space allocated, that such item affords comparable ease of operation, maintenance and service, that the appearance, longevity and suitability for the climate are comparable, and that by reason of cost savings, reduced construction time or similar demonstrable benefit, the substitution of such item will be in Owner's interest.
- 53.2 The burden of proof of equality of a proposed substitution for a specified item shall be upon Contractor. Contractor shall fully support its request with manufacturer's specifications, test data, and other evidence that will permit Owner and Design Professional to make a reasoned decision on the merits of the proposal. Contractor will provide any further information requested by Owner or Design Professional in connection with a proposed substitution.
- 53.3 All requests for substitutions with submittal data must be made at least sixty (60) days prior to the time Contractor must order, purchase or release for manufacture or fabrication.
- 53.4 Any item by a manufacturer other than those specified or of brand name or model number or of generic species other than those specified, will be considered a substitution. Owner will be the sole judge of whether or not the substitution is equal in quality, utility and economy to that specified.

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- 53.5 Materials and methods proposed as substitutions for specified items shall be supported by certification of their approval for use by any or all governmental agencies having jurisdiction over use of specific material or method.
- 53.6 Substitutions may not be permitted in those instances where the products are designed to match artistic design, specific function or economy of maintenance.
- 53.7 Approval of a substitution shall not relieve Contractor from responsibility for compliance with all requirements of this Agreement. Contractor shall bear the expense for any changes in other parts of the Work caused by any substitutions.
- 53.8 If Owner rejects Contractor's substitute item on the first submittal, Contractor may make only one additional request for substitution in the same category.

54 EXPEDITING

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

55 LINES AND GRADES

- 55.1 Contractor shall complete the layout of all Work and shall be responsible for all requirements necessary for the execution of any Work in accordance with the locations, lines and grades specified or shown on the plans, subject to such modifications as Owner may require as Work progresses.
- 55.2 If Contractor or any of its subcontractors or any of their representatives or employees move or destroy or render inaccurate any survey control point, such control point shall be replaced at Contractor's expense.

56 CONTRACTOR FURNISHED SHOP DRAWINGS, DATA AND CORRESPONDENCE

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

57 SHOP DRAWINGS

- 57.1 Contractor is and shall be responsible for planning and performance of the Work under this Agreement. Where shop drawings are required for (a) fabrication of Contractor furnished equipment; (b) installing Contractor furnished material or equipment; (c) planning and performance of the Work under this Agreement; such drawings shall be submitted by and at the expense of the Contractor before fabrication, installation or performance is commenced. Owner's review will normally be accomplished within thirty (30) days, and will not exceed ninety (90) days, based on the Contractor's submittal schedule portion of the Construction Schedule, as approved. Such drawings shall include, but not be limited to, match marks, erection diagrams and other details, such as field corrections for proper interconnection, installation, erection of the equipment, and performance of the Work.
- 57.2 For drawings greater in size than "8½ x 11", Contractor shall provide six (6) copies of a reproducible to the Owner at the expense of the Contractor. The Owner will be the sole judge of the adequacy of the quality of the reproducible and prints and may reject reproducible and/or prints on the basis of quality alone. Such drawings

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

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

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

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

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

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

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

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

58 DATA AND CERTIFICATES

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

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

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

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

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

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59 RESPONSIBILITY FOR WORK SECURITY

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

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

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

60 PROTECTION OF WORK IN PROGRESS, MATERIALS AND EQUIPMENT

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

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

61 LABOR

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

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

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

62 SAFETY

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

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

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- 62.3 Before starting the Work, Contractor will appoint a full-time safety representative acceptable to the Owner, who shall have the authority and responsibility to implement the Contractor's safety program, and who shall participate in periodic safety meetings. Owner shall not be responsible for supervising the implementation of Contractor's safety program, and shall not have responsibility for the safety of Contractor's or its subcontractor's employees.
- 62.4 Contractor shall instruct its personnel on the requirements of the Contractor's safety program and shall coordinate with other contractors and subcontractors on safety matters. Contractor shall furnish safety equipment and enforce the use of such equipment by its employees.
- 62.5 Contractor shall maintain accurate accident and injury reports and shall furnish Owner a monthly summary of injuries and man-hours lost due to injuries.
- 62.6 Contractor shall maintain all portions of the Work in a neat, clean, safe and sanitary condition at all times.
- 62.7 Contractor shall ensure that all subcontractors, without expense to Owner, comply with the foregoing provisions.
- 62.8 Contractor will comply with all rules and regulations (including security, safety, and substance abuse policies and procedures) as may from time to time be implemented by Owner for persons working on the Site.
- 62.9 Contractor is responsible for ensuring that its vehicles and those of its subcontractors, suppliers, and all others entering the Site on its behalf, are clean before leaving the Site to avoid tracking dirt, mud, rocks, debris, or other materials onto the roadways, and Contractor is responsible for cleaning any materials tracked onto the roadways by such vehicles.
- 62.10 Owner has the right to impose reasonable requirements and restrictions regarding the days and time of operations at the Site and the conduct of persons working on the Site. By way of example only and without limitation, Owner may restrict Site operations on weekends and during evening hours, and the Owner may prohibit use of radios at the Site or require that radios be kept at a moderate listening level and free of offensive content.
- 62.11 Contractor shall ensure that it and any subcontractors it may use at all times fully comply with all OSHA requirements and all other Applicable Laws regarding Property safety requirements.
- 62.12 Contractor shall ensure that all of its subcontractors whose activities may impact storm water discharges or controls at the Site will be a co-permittee with Contractor and shall be responsible for compliance with the SCDHEC Storm Water Pollution Prevention Plan (SWPPP) for this Project.
- 62.13 Contractor shall have a full-time on-Site English-speaking supervisor present on the Site throughout the construction, and Contractor shall provide Owner with the supervisor's name and contact information (including a cell phone number).
- 62.14 Contractor is responsible for receiving and storing materials at the Site.
- 62.15 Contractor shall take care not to damage any existing trees, paving, sidewalks and curbs or any other improvements.
- 62.16 Contractor shall take care not to damage or disturb silt fencing and other erosion control devices.
- 62.17 Contractor will ensure that Contractor and all of its subcontractors and suppliers at all times respect, preserve, protect, comply with all rules and regulations pertaining to, and avoid disturbing or damaging wetlands and other environmental sensitive areas.
- 62.18 The Contractor shall not utilize on the Site any subcontractor, employee, or other laborer who has a conviction or deferred-adjudication history of any crime that may pose a serious potential risk of injury to any person located upon the subject Site including, but not limited to, such crimes as rape, statutory rape, molestation, sexual assault, indecent exposure, indecency with a child, murder, assault, battery, and kidnapping.

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63 PROJECT PROTECTION

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

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

64 FIRE PREVENTION

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

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

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

65 PUMPING AND DRAINAGE.

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

66 DUST CONTROL

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

67 POLLUTION

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

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

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

68 EXPLOSIVES

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

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

69 LIMITATION OF LIABILITY

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

70 TESTING

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

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

71 CLEANING UP

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

72 DISPOSAL OF MATERIAL OUTSIDE PROJECT LIMITS

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

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

CONSTRUCTION AGREEMENT FIXED FEE

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

73 COMMERCIAL ACTIVITIES

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

74 PROJECT SIGNS

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

75 PUBLICITY AND ADVERTISING

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

76 PROTECTION OF EXISTING PROPERTY

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

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

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

77 ILLUMINATION

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

78 NOTICES

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

CONSTRUCTION AGREEMENT FIXED FEE

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

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

79 GOVERNING LAW AND INTERPRETATION

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

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

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

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

80 RIGHTS AND REMEDIES

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

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

81 SUCCESSORS, ASSIGNS AND ASSIGNMENT

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

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

CONSTRUCTION AGREEMENT FIXED FEE

81.3 Notwithstanding anything to the contrary contained herein, Owner may assign and transfer its rights and obligations related to or arising out of this Agreement to any other corporation, partnership or other entity and upon such assignment, Owner's shall have no further obligations or liability for any claims or actions relating to this Agreement which arise on or after the date of the assignment.

82 EXAMINATION OF CONTRACTOR'S RECORDS/ACCOUNTING RECORDS

82.1 Contractor shall check all materials, equipment and labor entering into the Work and shall keep such full and detailed accounts as may be necessary for proper financial management under this Agreement, and the system shall be satisfactory to the Owner.

82.2 During the progress of the Work, Contractor agrees to furnish Owner a copy of its monthly report (showing costs incurred for the preceding month and dollars disbursed to the date thereof) and at least quarterly will furnish an updated report showing anticipated monthly draws through completion. Contractor will provide a final accounting of all Cost of the Work with its application for final payment.

82.3 For four (4) years after final payment under this Agreement, Owner will have access to, and the right to examine, audit, and copy any books, correspondence, subcontracts, purchase orders, documents, receipts, vouchers, payrolls, payment ledgers, memoranda, papers and records of the Contractor in both physical and electronic forms, including metadata, arising out of or relating in any way to the Cost of the Work. Contractor will reimburse Owner for any over-payment discovered as a result of such examination and audit, even if conducted after final payment.

83 ATTORNEYS' FEES

83.1 In the event of litigation or arbitration arising out of or relating to this Agreement, the prevailing party shall be entitled to collect reasonable attorneys' fees, paralegal fees, and expert fees, from the non-prevailing party and costs and expenses of such litigation or arbitration, whether at the trial level or on appeal.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first written above.

OWNER:

Wildlight, LLC

Thomas Jinks
By: Thomas Jinks (Feb 20, 2023 13:34 EST)

Name: Thomas Jinks

Title: Sr Manager, Real Estate Development

CONTRACTOR:

A.J. Johns, Inc.

Chad Cockrell
By: Chad Cockrell (Feb 20, 2023 13:32 EST)

Name: Chad Cockrell

Title: Vice President of Operations

CONSTRUCTION AGREEMENT FIXED FEE

PROJECT NAME: SR 200 Trail Phase 1; **PROJECT NUMBER:** PO000000037 ("Project")

Exhibit "A"

The Key Business Terms

The following terms and conditions will supplement or, if applicable, replace the indicated provisions in the Agreement; all other terms and conditions of the Agreement will remain effective.

The Parties to this Agreement are Wildlight, LLC, a Florida limited liability company ("Owner"), whose principal place of business is 1 Rayonier Way, Wildlight, FL 32097, and A.J. Johns, Inc., a Florida corporation ("Contractor"), whose principal place of business is 3225 Anniston Road, Jacksonville, FL 32245, (individually each is a "Party" and collectively they are both "Parties").

PROPERTY: The Project is located at the street address of SR 200 and Crosstown Blvd., as designated for the City of Wildlight, County of Nassau in the State of Florida, and more particularly described in the "**Property Description**", which is attached to the Agreement as **Exhibit "B"** ("Property").

SITE: The Site ☒ IS ☐ IS NOT the entire Property. In the event that the Site is not the entire Property, the Site is a portion of the Property designated as follows: _____, or by Owner.

DESIGN PROFESSIONAL: The Design Professional for the Project is England Thims and Miller, Inc., a Corporation, formed under the laws of the State of Florida ("Design Professional"), whose principal place of business is 14775 Old St Augustine, Rd, Jacksonville, FL 32258.

Owner may replace the Design Professional at any time in accordance with its agreement with the Design Professional by providing written notice to Contractor, in which event the replacement design professional will be considered the Design Professional on a going forward basis.

3 CONTRACT DOCUMENTS

3.1.6 Other Contract Documents, if any, consist of the following documents:

- .1 N/A;
- .2 N/A;

5 CONTRACT PRICE

5.1 The Contract Price is the lump sum amount of One Hundred Eighty-Five Thousand, Six Hundred Twenty-Three and 81/100 US Dollars (\$185,623.81), as may be adjusted only in strict conformance with Article 23 of the Agreement.

6 PAYMENT AND PERFORMANCE BONDS

6.1 (Check one of the following) Contractor ☐ WILL ☒ WILL NOT provide payment and performance bonds to the Owner for this Contract.

7 CONTRACT TIME

7.2 A Notice of Commencement ☐ IS ☒ IS NOT required for the Project.

7.3 The Commencement Date for the Work (the "Commencement Date") will be determined as follows:

CONSTRUCTION AGREEMENT FIXED FEE

Contractor commenced Work on January 16, 2023. All such Work is subject to the terms and conditions of the Contract Documents, and any payments made by Owner in connection with such Work will be credited against the Contract Price.

Contractor will commence the Work within NA (___NA___) days after Owner provides Contractor with a written Notice to Proceed.

Contractor will commence the Work on NA, 20_____.

7.4 Contractor is obligated to achieve the following milestones within the times or dates indicated

Number	Description of required milestone achievement	Specific date/calendar days
1.	Complete Earthwork	21 days
	Complete Sidewalk Construction	14 days

The Contract Time is 35 calendar days from the Commencement Date or the date of _____, 20_____, as may be adjusted only in strict conformance with Article 23 of the Agreement.

12 SUBSTANTIAL COMPLETION

12.1 The "Substantial Completion Date" is the date upon which Contractor is obligated to achieve Substantial Completion of the entire Work.

13 LIQUIDATED DAMAGES

13.1 LIQUIDATED DAMAGES FOR DELAY apply do NOT apply: If and to the extent that Liquidated Damages apply to this Agreement, Contractor will be liable for and shall pay to the Owner an amount equal to N/A U.S. Dollars (\$N/A) per calendar day for each day after expiration of the Contract Time until Contractor achieves Substantial Completion of the entire Work ("Liquidated Damages"). Notwithstanding the foregoing, Owner may, at its option, deduct the Liquidated Damages from any payment otherwise due Contractor, and reduce the Contract Price accordingly. In no event will Contractor's payment of Liquidated Damages be considered a Cost of the Work or a valid use of any Contingency. Contractor acknowledges that the Liquidated Damages are a reasonable estimate at the time of contracting of Owner's actual delay damages, and that Owner's actual delay damages would be extremely difficult or impossible to measure at the time of breach. In no event will Contractor take the position that the Liquidated Damages are an unenforceable penalty. The Liquidated Damages will be Owner's exclusive remedy for Contractor's failure to achieve Substantial Completion within the Contract Time; provided, however, the availability of Liquidated Damages will in no event preclude Owner from exercising other rights under the Agreement, including without limitation, Owner's termination rights and rights to recover damages resulting from causes other than Contractor's failure to achieve Substantial Completion within the Contract Time.

78 NOTICE

78.2 Written notice must be sent and addressed to the Parties, as follows:

OWNER: Wildlight, LLC
Attn: Tommy Jinks
1 Rayonier Way
Wildlight, FL 32097
Facsimile: (904) 261-9322
Email: tommy.jinks@wildlight.com

with a copy to: Rayonier Inc.
Attn: Law Department
1 Rayonier Way

CONSTRUCTION AGREEMENT FIXED FEE

Wildlight, FL 32097
Facsimile # (904) 261-2107
Email: joy.lawarre@rayonier.com

CONTRACTOR: A.J. Johns, Inc.
Attn: Todd Patrick
3225 Anniston Road
Jacksonville, FL 32245
Facsimile: N/A
Email: tpatrick@ajjohns.com

CONSTRUCTION AGREEMENT FIXED FEE

Exhibit "B"

Property Description

**Landscape Tracts 1 and 2 of the East Nassau – Wildlight PDP 3 / Pod 4 North Plat as recorded
in the official records of Nassau County, Florida, OR Book 2539, Page 1791.**

**CONSTRUCTION AGREEMENT
FIXED FEE**

Exhibit "C"

List of Plans and Specifications

See attached Exhibit "C" - List of Plans & Specifications, 1 page

EXHIBIT 'C'
LIST OF PLANS & SPECIFICATIONS

DOCUMENT	DATE	REV.	VENDOR
Wildlight PDP #3 SR 200 / A1A Trail	1/10/2023	0	England-Thims & Miller, Inc.

CONSTRUCTION AGREEMENT FIXED FEE

Exhibit "D"

Insurance Requirements

See attached Exhibit "D" - General 4 Insurance Form, 1 page

EXHIBIT D
GENERAL 4 - INSURANCE FORM

Contractor must have proof of insurance. Owner requirements are as follows:

Additional Insured:

Rayonier Inc. its subsidiaries and subsidiaries thereof
1 Rayonier Way
Wildlight, FL 32097

General Liability (Including: Aircraft Liability Insurance, if applicable, Product Liability/ Completed Operations, Contractual Liability)		
	Each Occurrence	\$ 1,000,000
Damage to Rented Premises (Each Occurrence)		\$
Med Exp (Any one person)		\$
Personal & Adv Injury		\$ 1,000,000
General Aggregate		\$ 2,000,000
Products – Comp/Op Agg		\$ 2,000,000
Automobile Liability (Including Owned, Non-Owned and Hired Vehicles)		
	Combined Single Limit (Ea accident)	\$ 1,000,000
	Bodily Injury (Per person)	\$
	Bodily Injury (Per accident)	\$
	Property Damage (Per accident)	\$
Worker's Compensation	WC Statutory Limits	Statutory
Employer's Liability (1)	Each Accident	\$ 1,000,000
	Disease (Ea Employee)	\$ 1,000,000
	Disease (Policy Limit)	\$ 1,000,000
Professional Liability (if Applicable)	Each Occurrence	\$ 1,000,000
Pollution Legal Liability (if Applicable)	Each Occurrence	\$ 1,000,000
Umbrella (Excess Liability)	Each Occurrence	\$ 5,000,000

Note: The foregoing minimum levels of liability insurance may be evidenced by a primary insurance policy on or by the combination of primary and umbrella (excess) liability policies.

Evidence of Compliance with Insurance Requirements

Prior to commencing Work or entering property or facilities of Owner, Contractor shall secure such insurance as necessary to comply with the foregoing requirements and will provide a Certificate of Insurance evidencing the policies in effect for the duration of the Agreement. Under the Professional Liability Insurance requirements, Architect's and Engineer's coverage will be endorsed to include contractual liability. The Certificate of Insurance will further evidence that **RAYONIER INC. its subsidiaries and subsidiaries thereof** has been **NAMED AS AN ADDITIONAL INSURED** under the General Liability Policy, and that Owner will be given thirty (30) days written notice prior to cancellation or material change to any policy evidenced. If the General Liability coverage evidenced is written on a "Claims Made" basis, the certificate will so evidence along with stating the "Retroactive Date" contained in the policy. To be acceptable the "Retroactive Date" must be prior to the commencement of any contract with Owner. Waiver of Subrogation language for all policies shall be in favor of "Rayonier Inc. its subsidiaries and subsidiaries thereof". Prior to commencing work, it is required that Rayonier be named as the certificate holder on the liability policies, ensure that broker/agent includes the following certificate holder language:

Rayonier Inc. its subsidiaries and subsidiaries thereof
Insurance Compliance
PO Box 100085 - R7
Duluth, GA 30096

Please email copies of certificates of insurance to: rayonier@ebix.com

IMPORTANT

No contractor or company shall commence Work or enter upon the property or facilities of Owner, its Division or Subsidiaries, until a Certificate of Insurance as above discussed has been received by Owner.

- (1) If covered by Washington L&I for workers' compensation, "Stop Gap" coverage must be provided to meet the employer's liability requirement

**CONSTRUCTION AGREEMENT
FIXED FEE**

Exhibit "E"

Unit Prices, Pricing Index, and Allowances

N/A

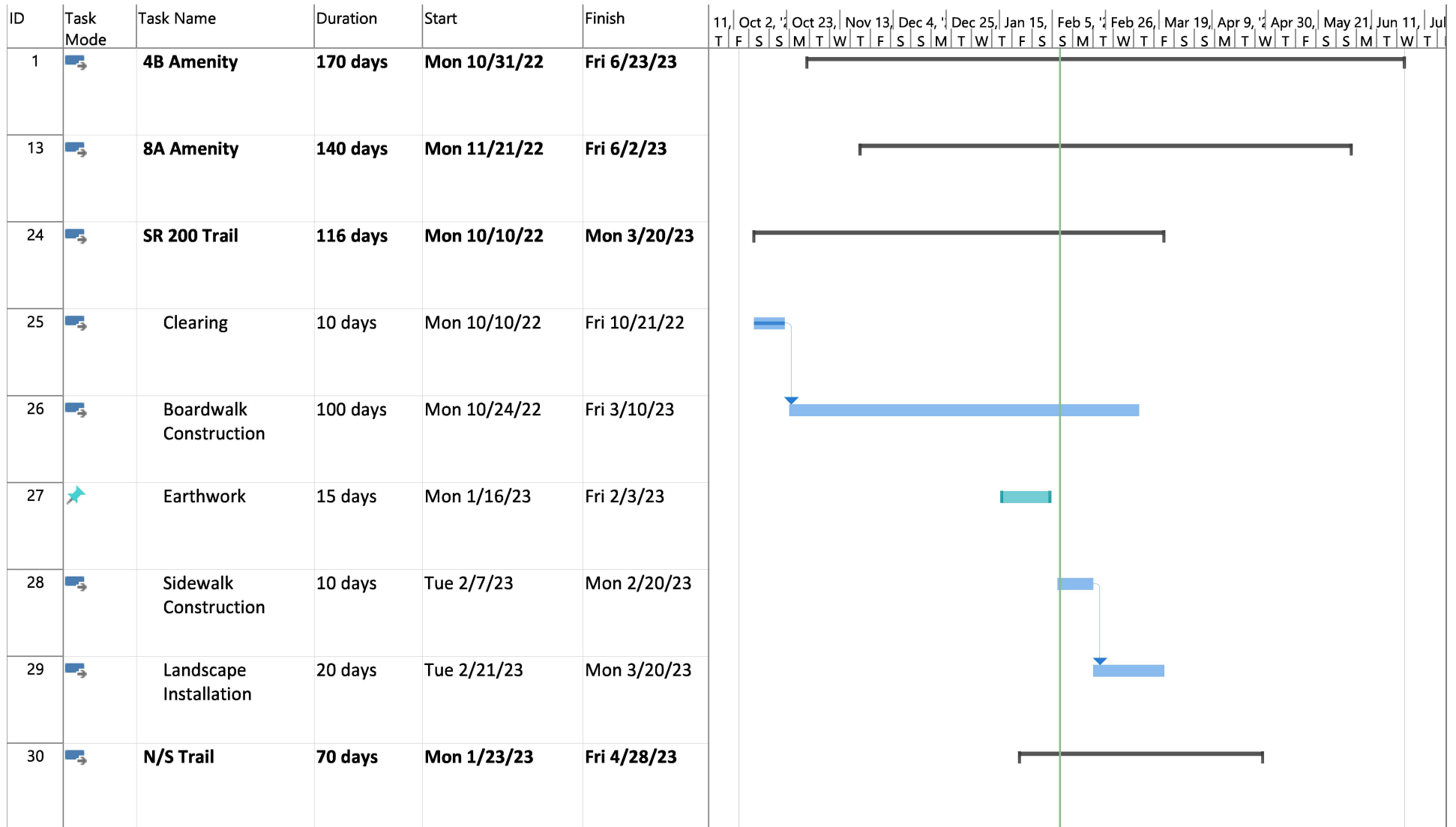
CONSTRUCTION AGREEMENT FIXED FEE

Exhibit "F"

Construction Schedule

See attached Exhibit F, 1 page

Exhibit F



Project: PDP 3 Parks and Trails Date: Wed 2/8/23	Task		Inactive Summary		External Tasks	
	Split		Manual Task		External Milestone	
	Milestone		Duration-only		Deadline	
	Summary		Manual Summary Rollup		Progress	
	Project Summary		Manual Summary		Manual Progress	
	Inactive Task		Start-only			
	Inactive Milestone		Finish-only			

CONSTRUCTION AGREEMENT FIXED FEE

Exhibit "G"

Contractor's Scope of Work

See attached Scope of Work, 1 page

Exhibit G

SCOPE OF WORK

1. Contractor shall construction concrete trail as shown on the contract documents.
2. In lieu of the typical section shown on the contract documents, Contractor shall use 6" of concrete over stabilized subgrade.
3. Contractor understands that silt fence is already in place and shall exclude that from their scope of work.
4. Contractor shall grade all proposed landscape areas, including berms and re-grading of SR 200 swale so that they are ready for landscape installation (i.e. +/- 2").
5. Contractor shall be responsible for import of all necessary fill. Fill may be obtained from the Owner's stockpile located on the Wildlight Commerce Park site.
6. Contactor shall ensure all areas are graded to drain whether depicted on the contract documents or not.

Specific Exclusions:

- Boardwalk
- Landscape or Sod
- Silt Fence

CONSTRUCTION AGREEMENT FIXED FEE

Exhibit "H"

Schedule of Values

See attached Schedule of Values, 1 page

SR 200 Trail - Revised Pricing



A.J. Johns, Inc

3225 Anniston Road
Jacksonville, FL 32246

Contact: Todd Patrick
Phone: (904) 641-2055
Email: tpatrick@ajjohns.com

To: Wildlight, LLC
1 Rayonier Way
Yulee, FL 32097

Attn: Tommy Jinks
Phone: 904.321.1007
Email: tommy.jinks@wildlight.com

Job Name: SR 200 Trail
Date: 12/16/2022
Reference No.: 21005-COR07-1

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1000	General Conditions				
1010	Layout	1.00	LS	3,046.40	3,046.40
1020	Site Preparation	1.00	LS	5,016.91	5,016.91
1030	Survey Calc and Setup	1.00	LS	2,284.80	2,284.80
1040	Project Management and Supervision	1.00	LS	8,730.82	8,730.82
1990	General Conditions Subtotal				19,078.93
2000	Erosion Control				
2010	Storm Water Pollution Prevention	1.00	LS	582.08	582.08
2040	Erosion and Sediment Control	1.00	LS	2,664.22	2,664.22
2990	Erosion Control Subtotal				3,246.30
3000	Earthwork				
3010	Layout Earthwork	1.00	LS	1,523.20	1,523.20
3020	Strip Site To Fill	1,139.00	CY	1.82	2,072.98
3030	Compaction Testing	1.00	LS	529.04	529.04
3040	Balance Site	37.00	CY	37.20	1,376.40
3050	Spread and Compact Site	1,176.00	CY	2.07	2,434.32
3060	Import and Place Fill	3,487.00	CY	11.57	40,344.59
3070	Rough Grade	8,835.00	SY	0.54	4,770.90
3080	Machine Dress	8,835.00	SY	0.72	6,361.20
3090	As-builts	1.00	LS	2,040.00	2,040.00
3100	6" Concrete MUP	1,095.00	SY	93.01	101,845.95
3990	Earthwork Subtotal				163,298.58
4000	SR 200 Trail Total				185,623.81

NOTES:

Pricing for the Construction of the Earthwork and Concrete Multi Use Path from Wooden Bridge east to Power Line Easement per Tommy Jinks direction.

All Sodding, Landscaping and Irrigation work By Others.

**CONSTRUCTION AGREEMENT
FIXED FEE**

Exhibit "I"

Contractor's W-9

On file

CONSTRUCTION AGREEMENT FIXED FEE

Exhibit "J"

Application for Payment

Sample

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE 1 OF 2 PAGES

TO OWNER/
AGENT

PROJECT:

APPLICATION NO:

Distribution to:

☒	OWNER
☐	ARCHITECT
☒	CONTRACTOR
☐	
☐	

FROM CONTRACTOR:

VIA ARCHITECT:

PERIOD TO:

PROJECT NOS:

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$ _____
2. Net change by Change Orders \$ _____
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ _____
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ _____
5. RETAINAGE:
 - a. 10 % of Completed Work \$ _____
(Column D + E on G703)
 - b. % of Stored Material \$ _____
(Column F on G703)
Total Retainage (Lines 5a + 5b or
Total in Column I of G703) \$ _____
6. TOTAL EARNED LESS RETAINAGE \$ _____
(Line 4 Less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ _____
8. CURRENT PAYMENT DUE \$ _____
9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ _____
(Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order		\$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: _____

State of: Florida County of: _____
Subscribed and sworn to before me this XXth day of XXXX
Notary Public:
My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)
ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION - AIA - ©1992

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

CONSTRUCTION AGREEMENT FIXED FEE

Exhibit "J"

Application for Payment Cont.

Sample

[illegible]

CONSTRUCTION AGREEMENT FIXED FEE

Exhibit "K"

Unconditional Waiver and Release of Lien

SUBCONTRACTOR/SUPPLIER UNCONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

STATE OF _____)
)SS
COUNTY OF _____)

In person before the undersigned officer duly authorized to administer oaths, appeared an officer of _____ (name of Subcontractor) (the "Subcontractor"), who has subcontracted with _____ (name of entity contracting with the undersigned) to furnish _____ (scope of materials, labor and services) for the construction of improvements known as _____ (the "Project"), which is owned by _____ ("Owner") and located at _____, Florida, (the "Property").

Upon the receipt of the sum of \$ _____, as full and final payment for all work performed by Subcontractor in connection with the Project, Subcontractor waives and releases any claims it has or may have against Contractor and its surety, Owner and <select one> arising out of or relating to all labor, materials, and services provided by or through Subcontractor in connection with the Project.

Given under hand and seal this _____ day of _____, 20__.

_____ (SEAL)
(Name of Subcontractor)
By: _____
Its: _____

CONSTRUCTION AGREEMENT FIXED FEE

Exhibit "L"

Waiver and Release of Lien upon Progress Payment

SUBCONTRACTOR/SUPPLIER WAIVER AND RELEASE OF CLAIMS UPON PROGRESS PAYMENT

STATE OF _____)
COUNTY OF _____)

In person before the undersigned officer duly authorized to administer oaths, appeared an officer of _____ (name of Subcontractor) (the "Subcontractor"), who has subcontracted with _____, LLC to furnish _____ (scope of materials, labor and services) for the construction of improvements known as _____ (the "Project"), which is owned by <select one> ("Owner") and located at _____, Florida (the "Property").

Upon the receipt of the sum of \$_____, Subcontractor waives and releases any claims it has or may have against Contractor and its surety, Owner, <select one>, or their successors by merger, arising out of or relating to all labor, materials, and services provided by, through, or at the instance of Subcontractor in connection with the Project through the date of _____, excluding only retainage and those claims timely noticed, properly made, and specifically identified and reserved below. Identification of a claim previously waived or released shall not revive such claim.

Given under hand and seal this _____ day of _____, 20____.

_____(SEAL)
Name: (Name of Subcontractor)
By: _____
Its: _____

STATE OF _____)
COUNTY OF _____)

Sworn to before me and subscribed in my presence this _____ day of _____, 20____.

Notary Public
My commission expires: _____

CONSTRUCTION AGREEMENT FIXED FEE

Exhibit "L"

Waiver and Release of Lien upon Progress Payment Cont. **CONTRACTOR WAIVER AND RELEASE UPON PROGRESS PAYMENT**

STATE OF _____)
)
COUNTY OF _____)

In person before the undersigned officer duly authorized to administer oaths, appeared an officer of (the "Contractor"), who has contracted with <select one> ("Owner") to furnish general contracting services for the construction of improvements known as _____ (the "Project"), which is located at _____, Florida (the "Property").

Upon the receipt of the sum of \$_____, Contractor waives and releases any and all liens, claims of lien, and claims it has or may have against Owner, or their successors by merger, arising out of or relating to all labor, materials, and services provided by, through, or at the instance of Contractor in connection with the Project through the date of _____, excluding only retainage and those claims timely noticed, properly made, and specifically identified and reserved below. Identification of a claim previously waived or released shall not revive such claim.

Given under hand and seal this _____ day of _____, 20__.

_____(SEAL)

By: _____
Its: _____

STATE OF _____)
COUNTY OF _____)

Sworn to before me and subscribed in my presence this ____ day of _____, 20__.

Notary Public
My commission expires: _____

CONSTRUCTION AGREEMENT FIXED FEE

Exhibit "M"

Contractor's Progress Payment Affidavit

Directions: [All of the following steps **MUST** be completed to assure that this form is effective]:

Delivery method: Contractor delivers to Owner when Contractor is given progress payment for all work and materials provided to the Property.

CHECK ONCE COMPLETED:

- G First Paragraph - Print name of person executing Affidavit (the "Affiant")
- G Item 1 - Fill in the title of Affiant and name of Contractor
- G Item 2 - Fill in the complete legal description
- G Item 3 - Fill in amount of progress payment
- G Item 6 - Fill in amount of most recent progress payment
- G Have Contractor's officer (i) sign; (ii) print his/her name; (iii) state his/her title; and (iv) date
- G Have two (2) different people witness the signature (print and execute their names)
- G Have signature notarized

ALL BLANKS MUST BE FILLED IN COMPLETELY AND CORRECTLY

CONSTRUCTION AGREEMENT FIXED FEE

CONTRACTOR'S PROGRESS PAYMENT AFFIDAVIT

STATE OF FLORIDA)
) SS:
COUNTY OF _____)

BEFORE ME, the undersigned authority, personally appeared _____
 _____ (“Affiant”) who, being duly sworn according to law, deposes and says the following:

1. Affiant is the _____ (title) of _____ (company name) ("Contractor").

2. Pursuant to a contract with Owner, Contractor has performed and will perform work and labor, and/or furnished and will furnish materials, for the purpose of improving the real property owned by _____ ("Owner"), located in _____ County, Florida ("Property"), and legally described as _____
:

SEE LEGAL DESCRIPTION ATTACHED

3. This affidavit is executed and delivered for the purpose of obtaining a progress payment in the amount of \$_____.

4. All lienors engaged by Contractor in connection with the Property have been paid in full, except for the following listed lienors (if no lienors are listed, there are none):

[illegible]

5. Contractor will disburse the requested progress payment to satisfy Contractor's current obligations to all lienors engaged by Contractor in connection with the Property as follows:

<u>NAME OF LIENOR</u>	<u>AMOUNT TO BE PAID</u>
-----------------------	--------------------------

_____ _____	_____ _____
---------------------------	---------------------------

6. The most recent progress payment of \$_____ previously received by Contractor was disbursed by Contractor to satisfy Contractor's then current obligations to all lienors engaged by Contractor in connection with the Property as follows:

[illegible]

Partial (or final, as the case may be) waivers of lien from each of the foregoing lienors are attached hereto.

FURTHER AFFIANT SAYETH NAUGHT.

CONSTRUCTION AGREEMENT FIXED FEE

Exhibit "M" Continued

Witnesses:

AFFIANT:

Print Name: _____

Company Name: _____

Print Name: _____

By: _____

Name: _____

Title: _____

Date: _____

STATE OF FLORIDA)

)SS:

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 200__, by _____ who is personally known to me or has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

Notary Public

PARTIAL (OR FINAL) WAIVER LIEN (copies attached)

CONSTRUCTION AGREEMENT FIXED FEE

Exhibit "N"

WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

The undersigned lienor, in consideration of the final payment in the amount of \$_____ dollars, on check number _____ hereby waives, releases, remises and relinquishes its lien and any and all right to claim of lien or liens for labor, services or materials furnished, or any kind of class of lien whatsoever to _____ on the job of <select one> to the following described property:

Dated this _____ day of _____, _____ at _____, Florida.

By: _____

Name: _____

Title: _____

STATE OF FLORIDA)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, _____, by _____, on behalf of the company/individual/partnership. He/She is personally known to me or provided _____ as identification.

My Commission Expires:

Notary Public

CONSTRUCTION AGREEMENT FIXED FEE

Exhibit "O"

CONTRACTOR'S FINAL AFFIDAVIT AND RELEASE OF LIEN

**(To be used for all lienors that are in direct contract/privity with owner,
including general contractors and professional lienors)**

Purpose: To ensure that the general contractor and all persons engaged by the general contractor who furnished services, labor or materials used in improving the Property have been paid. To obtain a release by the general contractor of all lien rights in consideration of **FINAL** payment.

Why to use this form? Protects Owner from a general contractor who has not paid its subcontractors or suppliers. Protects Owner inasmuch as the lienor releases their lien rights on a certain piece of property.

Directions: **[All of the following steps MUST be completed to assure that this form is effective]:**

Delivery method: Contractor delivers to Owner when Contractor is given **FINAL** payment for all work and materials provided to the Property.

CHECK ONCE COMPLETED:

- G (A) Fill in County where real property is located
- G (B) Fill in name of person executing Affidavit (the "Affiant")
- G (C) Fill in the title of Affiant
- G (D) Fill in company name of Contractor - MAKE SURE THIS IS THE FULL NAME (e.g., ABC Construction is not enough, FULL LEGAL name must be included: ABC Construction of Duval, Inc.)
- G (E) Fill in name of Owner (see "Entity Ownership Schedule" attached hereto as **Addendum A** for appropriate information)
- G (F) Fill in County where real property is located
- G (G) Fill in COMPLETE legal description of real property -
Option 1: typically used for subdivision improvements when work affects entire parcel; or
Option 2: typically used for improvements affecting a specific lot within a Project.
- G (H) Fill in name of any subcontractors, sub-subcontractors, laborers, suppliers, materialmen, etc. not yet paid by lienor and amounts due thereto
- G (I) Fill in FINAL payment amount
- G (J) Fill in date
- G (K) Fill in company name of lienor on line for Company Name - MAKE SURE THIS IS THE FULL NAME (e.g., ABC Construction is not enough, FULL LEGAL name must be included: ABC Construction of Duval, Inc.)
- G (L) Have an officer of lienor (i) sign; (ii) print his/her name; (iii) print his/her title; and (iv) print full address of lienor
- G (M) Have two (2) different people witness the signature and have each witness sign and print their respective names underneath their signature
- G (N) Notarize - insert county of execution, date of execution, name of officer of lienor, sign and insert commission expiration date.
- G Schedule 1: Attach: (i) a list of all persons, firms, and corporations engaged by lienor who have furnished services, labor, materials, or other items used in improving the Property and the total amounts paid to each; and (ii) final waivers of lien from each of the foregoing.

ALL BLANKS MUST BE FILLED IN COMPLETELY AND CORRECTLY

CONSTRUCTION AGREEMENT FIXED FEE

Exhibit "O" Continued

FINAL AFFIDAVIT AND RELEASE OF LIEN

STATE OF FLORIDA

COUNTY OF (A)

BEFORE ME, the undersigned authority, personally appeared (B)
("Affiant"), who, after being by me duly sworn according to law, deposes and says of his personal knowledge the following:

1. Affiant is the (C) of (D) ("Contractor"), which does business in the State of Florida.

2. Pursuant to a Contractor's Agreement (the "Contract") between Owner and Contractor, Contractor has performed work and labor, and/or has furnished materials, for the purpose of improving the real property (the "Property") owned by (E) ("Owner"), located in (F) County (the "County"), Florida, ("State") and legally described as:

(G) Option 1: PARCEL: _____, PLAT NAME: _____
AS RECORDED IN PLAT BOOK: _____ PAGE: _____ OF THE PUBLIC
RECORDS OF THE COUNTY AND STATE.

Option 2: LOT ____, BLOCK ____, SECTOR(S) ____, PARCEL(S) ____, ACCORDING TO THE PLAT
THEREOF, AS RECORDED IN PLAT BOOK ____, PAGE ____, OF THE PUBLIC RECORDS OF
THE COUNTY AND STATE.

3. The Affiant makes this Final Affidavit and Release of Lien, pursuant to Chapter 713, Florida Statutes, for the express purpose of inducing the Owner to make final disbursement and payment to the Contractor under the Contract.

4. Contractor represents to Owner that all work to be performed under the Contract has been fully completed and that all persons, firms, and corporations engaged by Contractor who have furnished services, labor, materials, or other items used in improving the Property have been paid in full. A list of all such persons, firms and corporations and the total amounts paid to each are attached hereto as **Schedule 1** and final waivers of lien from each are also attached hereto. The Contractor has received full and final payment required under the Contract for all work and labor performed, and/or all materials furnished in, to, or about the construction of any building or buildings situated on, or otherwise improving, the Property.

5. There are no persons, firms or corporations engaged by Contractor to improve the Property who have not been paid in full for work done, except those (and for the amounts) listed below (if no exceptions are listed below, there are none):

NAME (H)

AMOUNTS DUE

6. The Contractor hereby expressly agrees to indemnify and save Owner, and all of its directors, officers, partners, representatives and agents, harmless from any and all costs and expenses, including reasonable

CONSTRUCTION AGREEMENT FIXED FEE

attorneys' fees, arising out of claims by any laborer, materialmen or subcontractor that they have not been paid for services and/or materials furnished by or through the Contractor in connection with the Property.

Exhibit "O" Continued

7. In consideration of the final payment to Contractor of \$(I) and all other previous payments paid by Owner to Contractor, the undersigned does hereby for and in behalf of the Contractor hereby waive, release and relinquish the Contractor's right to any claim or demand or right to impose a lien or liens for work done or services or materials furnished or any other class of lien whatsoever by Contractor on the job of Owner to the Property.

FURTHER AFFIANT SAYETH NAUGHT.

Signed sealed and delivered this (J) day of _____, _____.

Witnesses:

Company Name (K)

(M) _____

Print Name:

By: _____ (L)

Name: _____

Title: _____

(M) _____

Print Name:

Address: _____

STATE OF FLORIDA

COUNTY OF _____

(N) The foregoing instrument was acknowledged before me this _____ day of _____, _____, by _____, who is personally known to me or has produced _____ as identification and did (did not) take an oath.

Signature of Notary

Public

My Commission Expires:

CONSTRUCTION AGREEMENT FIXED FEE

SCHEDULE 1

Persons Paid in Full and Amounts Paid

CONSTRUCTION AGREEMENT FIXED FEE

Exhibit "P" CHANGE ORDER

CONTRACTOR NAME: _____

CHANGE ORDER NO.: _____

DATE: _____

The Owner hereby gives the Contractor a Change Order for, and the Contractor agrees to provide and perform, the materials and Work described below:

SEE ATTACHED SCHEDULE A FOR DESCRIPTION OF WORK

Original Contract Price	\$
Net Price Adjustments for Previous Change Orders - No. _____ through _____	\$
Adjusted Contract Price through Change Order No.	\$
Net Price Adjustment for this Change Order No.	\$
Adjusted Contract Price	\$

Original Contract Time
Net Time Adjustments for Previous Change Orders - No. _____ through _____
Adjusted Contract Time through Change Order No.
Net Time Adjustment for this Change Order No.
Adjusted Contract Time

Any funds payable to the Contractor hereunder are hereby declared to constitute trust funds in the hands of the Contractor to be first applied to the payment of Subcontractors, laborers and materialmen, and other cost of construction pursuant to law.

The total amount of this Change Order includes all applicable taxes, insurance, bond, delivery, supervision overhead, profit, labor, labor impact, materials, changes, delays, acceleration, cumulative impact, and inefficiency, or any claims therefore, and the Contractor hereby waives any and all claims for such items associates with or related to the Work covered by this Change Order to the extent not set forth herein.

This Change Order represents the entire and integrated agreement between the parties with respect to the Changes set forth herein. This Change Order supersedes all prior negotiations, agreements, understandings, and qualifications, for this change in scope; but this change Order and the Work contemplated herein is, except as otherwise specifically provided herein, subject to all the terms and conditions of the Contract Documents including, without limitation, those concerning payment.

OWNER:

CONTRACTOR:

Authorized Signature

Print Name: _____

Title: _____

Authorized Signature

Print Name: _____

Title: _____

CONSTRUCTION AGREEMENT
FIXED FEE

Date: _____ Date: _____

SCHEDULE (A)

CHANGE ORDER

DESCRIPTION OF WORK

CONTRACTOR NAME: _____

CHANGE ORDER NO.: _____

DATE: _____

<u>Item</u>	<u>Description</u>	<u>Value</u>
-------------	--------------------	--------------

CONSTRUCTION AGREEMENT FIXED FEE

Exhibit "Q" FIELD DIRECTIVE

TO:
ATTN:

DATE:

PROJECT:

DIRECTIVE NO.:

ATTACHMENTS:

DESCRIPTION: _____

TOTAL \$-

Pursuant to Paragraph 24 of the, Owner directs Contractor as follow:

A. Owner does not authorize Contractor to proceed with the described proposed Changes to the Work. Contractor will submit a Proposal to Owner in conformance with Article 22 of the Agreement within (____) days from the date of this Field Directive. Contractor's Proposal will include all applicable quantities by unit, a detailed, itemized breakdown of all additions and credits to the Cost of the Work allowed under this Agreement to fully perform the proposed Changes to the Work; and any proposed adjustment to the Contract Time and Milestones. Owner will issue either a Change Order or an amended Field Directive to Contractor in the event Owner elects to accept the proposed adjustments to the Contract Price and Contract Time.

B. Owner directs Contractor to proceed with the described Changes to the Work for an ☐ increase or ☐ decrease to the Contract Price in the amount of \$_____, which will be formally memorialized by Owner's issuance of a Change Order to Contractor. Notwithstanding the foregoing, Contractor will provide written notice of a claim to Owner in strict conformance with Article 51 of the Agreement and await further direction from Owner before proceeding with the Changes to the Work in the event that Contractor does not agree to such adjustment.

C. Owner directs Contractor to proceed immediately with the described Changes to the Work, and to submit a Proposal to Owner in conformance with Article 22 of the Agreement within (____) days from the date of this Field Directive. Contractor's authorization to proceed under this Field Directive ☐ IS or ☐ IS NOT subject to a maximum increase in the Contract Price of _____, which may be increased only by an amended Field Directive signed by Owner's representative. Contractor's Proposal will include all applicable quantities by unit; a detailed, itemized breakdown of all additions and credits to the Cost of the Work allowed under this Agreement to fully perform the Changes to the Work; and ; and any proposed adjustment to the Contract Time and Milestones. Owner will issue a formal Change Order to Contractor when the Parties reach an agreement upon the adjustment to the Contract Price and Contract Time.

CONSTRUCTION AGREEMENT
FIXED FEE

- D. Owner directs Contractor to proceed immediately with the described Changes to the Work on a time and material basis for the actual Cost of the Work incurred by Contractor for those categories of Cost of the Work set forth in this Agreement. Contractor will maintain accurate time and material records. Contractor will submit all time tickets on a weekly basis to the Owner's representative for verification. Owner will issue a formal Change Order equal to the actual increased cost of the Work and increased Contract Time attributable to the Changes to the Work based on the signed time tickets and material invoices, plus the Contractor mark-up as specified in Section 22.3 of the Agreement.
- E. Owner directs Contractor to proceed immediately with the described work, with both Parties reserving their rights as to whether the described work above constitutes a Change to the Work. Contractor will maintain accurate time and material records based upon the categories of the Cost of the Work required by this Agreement. Contractor will submit all time tickets on a weekly basis to the Owner's representative for verification. Owner and Contractor will resolve their dispute with respect to the described work in conformance with Article 51 of the Agreement.
- F. Owner directs Contractor to proceed immediately with the ☐ correction or ☐ removal and replacement of the described Work, which Owner has determined is defective. Contractor will provide written notice of a Claim in strict conformance with Article 51 of the Agreement in the event that Contractor believes in good faith that Owner's determination is incorrect. Contractor's notice will not excuse Contractor from promptly and diligently complying with this Field Directive.

All Work, including Changes to the Work, will be performed in conformance with the Contract Documents. All labor and material referenced above is subject to the applicable portions of the Contract Documents. All costs associated with the described Changes to the Work includes any and all time extensions arising out of or relating to the Field Directive, and therefor constitutes no change to the Contract Time. Contractor will coordinate all all Work in progress with the described Changes to the Work.

Comments: Contract Time and Milestones are not changed as a result of this Field Directive.

Approved:

Accepted:

Owner

Date

Contractor

Date

CONSTRUCTION AGREEMENT

COST PLUS with GUARANTEED MAXIMUM PRICE

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CONSTRUCTION AGREEMENT

COST PLUS with GUARANTEED MAXIMUM PRICE

PROJECT NAME: Wildlight - Curiosity Park; **PROJECT NUMBER:** CN-21-00131 ("Project")

THIS CONSTRUCTION AGREEMENT ("Agreement") is made and entered into this 9th day of December, 2021 by and between the Parties identified as Owner and Contractor in the "**Key Business Terms**," attached to the Agreement as **Exhibit "A"** and incorporated herein by reference. The Project is located at the Site and Property identified in the Key Business Terms.

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

1. ENTIRE AGREEMENT

- 1.1 This Agreement evidences the entire, integrated agreement between Owner and Contractor with respect to the Work herein. This Agreement supersedes all prior and contemporaneous written and oral agreements, statements, representations, promises, inducements, and understandings of any type or nature between the Parties. In no event will the Parties be bound by or be liable to each other for any such agreements, statements, representations, promises, inducements, or understandings of any type or nature, except as may be expressly set forth herein. Contractor may accept this Agreement by signing on the signature page or by commencing performance of any of its obligations herein, whichever occurs first.
- 1.2 **NO CHANGES TO THE WORK, AMENDMENTS OR MODIFICATIONS OF THIS AGREEMENT SHALL BE VALID OR ENFORCEABLE FOR ANY PURPOSE, UNLESS AND UNTIL SUCH CHANGES TO THE WORK, AMENDMENTS, OR MODIFICATIONS ARE SET FORTH IN A WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF OWNER. NO PERSON ACTING FOR OR ON BEHALF OF OWNER WILL HAVE AUTHORITY TO BIND OWNER OR TO OTHERWISE WAIVE OR MODIFY THE REQUIREMENT HEREIN THAT ALL CHANGES TO THE WORK, AMENDMENTS, AND MODIFICATIONS TO THIS AGREEMENT MUST BE IN WRITING AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF OWNER.**
- 1.3 Before signing this Agreement, and on an annual basis thereafter, Contractor will provide Owner with a copy of the following documents:
 - a. Evidence that Contractor's business and all applicable contractor, trade, and professional licenses for the State in which the Project is located are effective and in good standing;
 - b. Evidence that Contractor has sufficient financial resources available to meet its unperformed obligations under the Contract Documents, including but not limited to Contractor's most current financial statement certified by either Contractor's CFO or a licensed CPA in the State where the Project is located;
 - c. Contractor's list of pending and completed projects; and
 - d. Contractor's certificate of insurance evidencing that all required insurance remains in place;

2. THE WORK

- 2.1 Contractor shall fully perform and complete all Work required by the Contract Documents enumerated in Article 3 within the Contract Time. The "Work" consists of the totality of Contractor's obligations under the Contract Documents, including, without limitation, Contractor's obligation to procure, furnish, install, fabricate, or otherwise provide all labor, supervision, services, materials, equipment, supplies, tools, and plant necessary to fully perform, complete, and make operational all the construction indicated in or reasonably inferred by the Contract Documents.
- 2.2 Contractor warrants and represents to Owner that, in executing this Agreement and undertaking the Work:
 - 2.2.1 Contractor has not relied upon any oral inducement or representation by Owner, Design Professional, or any of their employees, officers, consultants, representatives, or agents as to the scope, nature, character, magnitude, or condition of the Work, Project, or Property; and

CONSTRUCTION AGREEMENT

COST PLUS with GUARANTEED MAXIMUM PRICE

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

3 THE CONTRACT DOCUMENTS

3.1 The Contract Documents consist of:

- 3.1.1 Amendments to the Agreement signed by authorized representatives of the Parties contemporaneous with or after they sign the Agreement;
 - 3.1.2 Change Orders signed by authorized representatives of the Parties contemporaneous with or after they sign the Agreement;
 - 3.1.3 Exhibit A - the Key Business Terms;
 - 3.1.4 The Agreement, including the following documents, which are incorporated herein by reference
 - Exhibit "B" - the Property Description
 - Exhibit "C" - the Plans and Specifications List
 - Exhibit "D" - Contractor's insurance requirements
 - Exhibit "E" - Contractor's unit prices, pricing index, and allowances (as applicable)
 - Exhibit "F" - Construction Schedule
 - Exhibit "G" - Draw Schedule
 - Exhibit "H" - Schedule of Values
 - 3.1.5 The Plans and Specifications identified in the Plans and Specifications List.
 - 3.1.6 Other Contract Documents, if any, identified in Section 3.1.6 of the Key Business Terms
- 3.2 In the event of an inconsistency, conflict or ambiguity between the various Contract Documents, the Contract Documents will govern in the order listed above
- 3.3 In the event of any inconsistency, conflict or ambiguity within a particular Contract Document or between the Plans and Specifications, the choice that has the highest cost, best quality, greatest quantity, or most complete performance, as determined by Owner, within will govern.
- 3.4 Contractor will use and complete the following forms attached to the Agreement as exhibits:
- Exhibit "I" - Contractor's signed Internal Revenue Service Form W-9
 - Exhibit "J" - Application for Payment form
 - Exhibit "K" - Unconditional Waiver and Release of Lien form
 - Exhibit "L" - Waiver and Release upon Progress Payment form
 - Exhibit "M" - Contractor's Progress Payment Affidavit
 - Exhibit "N" - Waiver and Release of Lien upon Final Payment form
 - Exhibit "O" - Contractor's final affidavit form
 - Exhibit "P" - Change Order form
 - Exhibit "Q" - Field Directive form

CONSTRUCTION AGREEMENT

COST PLUS with GUARANTEED MAXIMUM PRICE

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

4 PLANS, SPECIFICATIONS AND PROJECT MANUAL

- 4.1 Promptly after signing the Agreement, the Parties and Design Professional will initial four (4) sets of the Plans and Specifications (the "Master Set"), which will govern in all matters which arise with respect to the Plans and Specifications.

5 CONTRACT PRICE

- 5.1 Owner will pay Contractor the Cost of the Work that Contractor pays or is obligated to pay and will pay to subcontractors, suppliers, and vendors promptly upon receipt of payment from Owner, plus the "Contractor's Fee" set forth in Section 5.1 of the "**Key Business Terms.**" The sum of the Cost of the Work, plus Contractor's Fee equals the Contract Price ("Contract Price"). In no event will Owner be obligated to pay Contractor for any portion of the Contract Price that exceeds the Guaranteed Maximum Price set forth in Section 5.1 of the **Key Business Terms**, as may be adjusted only in strict conformance with Section 23 of this Agreement.

- 5.2 The Cost of the Work means those costs reasonably and necessarily incurred by Contractor in good faith in the proper and timely performance of the Work. Contractor is a fiduciary to Owner with respect to incurring costs and expenses that comprise the Cost of the Work. The Cost of the Work will be at rates not higher than the standard rates paid for like labor, materials, services, equipment, and suppliers in the general location of the Project, except with the prior written consent of Owner. The Cost of the Work shall include only the items expressly set forth in this Section, without duplication, or otherwise identified as a reimbursable cost in this Agreement.

5.2.1 Labor Costs: Actual wages of construction workers directly employed by Contractor to perform the Work at the Site, or, with the Owner's consent, at off-Site work locations.

5.2.2 Staff Costs: Actual wages or salaries of Contractor's supervisory, management, and administrative personnel assigned to the Site and performing tasks related to the Work.

5.2.3 Costs paid or incurred by Contractor for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements, and for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations, and pensions (excluding merit bonuses and profit sharing), provided such costs are based on wages and salaries included in the Cost of the Work under subsections 5.2.1 and 5.2.2 above.

5.2.4 Subcontractor Costs – Payments made by the Contractor or that will, upon receipt of payment from Owner, be paid to subcontractors in conformance with the requirements of an applicable subcontract agreement entered into in furtherance of this Agreement.

5.2.5 Costs of Materials and Equipment Incorporated in the Completed Construction – Costs, including the purchase price, transportation, delivery, and storage of materials and equipment that will be incorporated into the completed construction.

5.2.6 Costs of other Materials and Equipment, Temporary Facilities and Related Items – Costs, including the purchase price, transportation, delivery, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers, which are provided by the Contractor at the Site and used in the performance of the Work; less salvage value on any such items not fully consumed, whether sold to others or retained by Contractor.

5.2.7 Miscellaneous Costs:

CONSTRUCTION AGREEMENT COST PLUS with GUARANTEED MAXIMUM PRICE

- 5.2.7.1 That portion of the premiums paid by Contractor directly attributable to (1) Contractor's purchase of insurance required by the Contract Documents, and (2) Contractor's purchase of payment, performance, and lien transfer bonds, if required by the Contract Documents.
- 5.2.7.2 Sales, use, and similar taxes imposed by a governmental authority that are related to the Work and for which the Contractor is liable.
- 5.2.7.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Contractor is required by the Contract Documents or the Applicable Laws to procure.
- 5.2.7.4 Other costs incurred in the proper and timely performance of the Work if, and to the extent pre-approved by Owner, in writing.
- 5.2.7.5 Costs incurred by Contractor in taking reasonable actions before or during an emergency to protect the health, safety, and welfare of persons and property or to prevent or mitigate damage, injury, or loss to the Work; but only if and to the extent that the emergency is not caused by or was capable of being prevented by Contractor or any of its subcontractors, suppliers, or vendors, or anyone for whom any of them are responsible.

5.3 The Cost of the Work excludes:

- 5.3.1 Expenses of Contractor's principal offices and offices other than the Site office, including the wages and salaries and other compensation of Contractor's personnel stationed at any such offices, other than Site office, unless expressly identified in section 5.4.1 of the **Key Business Terms**, or as otherwise approved by Owner in writing and then only to the extent that such personnel are providing services exclusively for the benefit of Owner and the Project.
- 5.3.2 Overhead and general expenses, except as expressly included in this agreement.
- 5.3.3 Contractor's capital expenses, including interest on the Contractor's capital employed for the Work.
- 5.3.4 Costs due to the negligence, willful misconduct, fault, or failure to comply with the requirements of the Contract Documents by Contractor, or any of its subcontractors, suppliers, or vendors, or by anyone directly or indirectly employed by any of them, or for whom any of them may be liable, including but not limited to cost to correct damaged, defective, or nonconforming Work, dispose and replace materials and equipment incorrectly ordered or supplied, and making good damage to property not forming part of the Work, other than routine and customary punchlist items.
- 5.3.5 Any cost not specifically and expressly described in this agreement.
- 5.3.6 Costs which would cause the Guaranteed Maximum Price, if any, to be exceeded.

6 PAYMENT AND PERFORMANCE BONDS

- 6.1 If required by Section 6.1 of the **Key Business Terms**, Contractor will provide Owner with performance and payment bonds (the "Bonds") with penal sums equal to the GMP with the signing of the Agreement on forms acceptable to Owner. The Bonds will be signed by Contractor, as principal, and a reputable commercial surety, as surety. The surety will be licensed by the Insurance Commissioner for the State of Florida, and it will have an A.M. Best Rating of not less than "A-". In no event will Owner be responsible for directly or indirectly reimbursing Contractor for subcontractor default, or SubGuard insurance, if a Contractor performance bond is provided.
- 6.2 The Bonds will expressly waive notice to the surety of all Changes to the Work; provided, however, Contractor will obtain the surety's written consent to each Change to the Work if and when the net aggregate value of all Changes to the Work equals or exceeds twenty percent (20%) more than the original GMP. Contractor's pricing

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of Changes to the Work may include a separate markup for the Bonds equal to the actual premium that Contractor pays to increase the penal sum for such Bonds to account for Changes to the Work, less any discounts or rebates available to Contractor, regardless of when such discounts or rebates are issued.

- 6.3 The performance Bond will incorporate the terms and conditions of the Contract Documents and guarantee to Owner and any dual obligee(s) identified by Owner, the full and timely performance of all of Contractor's obligations under the Contract Documents, including without limitation, Contractor's warranty obligations and Contractor's obligations with respect to liquidated and actual delay damages. The performance Bond will remain in full force and effect through the applicable statute of limitations period.
- 6.4 The payment Bond will be unconditional and comply with the requirements of Fla. Stat. §713.23 to exempt the Property from all claims of lien and liens recorded by potential lienors contracting directly or indirectly with or through Contractor. In no event will a conditional payment bond be acceptable. Contractor will furnish a true copy of the payment bond to any subcontractor, supplier, or vendor of any tier who requests a copy of the payment bond from Contractor or the Surety.

7 CONTRACT TIME

- 7.1 **TIME IS OF THE ESSENCE AS TO CONTRACTOR'S OBLIGATIONS UNDER THIS AGREEMENT.** All time is based upon calendar days, unless expressly indicated otherwise.
- 7.2 **Notice of Commencement:** No more than ninety (90) days before Contractor physically commences Work at the Site, Contractor, as Owner's authorized agent for purposes of carrying out the obligations herein, will file in the public records for the County where the Project is located a Notice of Commencement that conforms in all respects with the requirements of Fla. Stat. Code § 713.13 and provides an expiration date no earlier than ninety (90) days after the Substantial Completion Date.
- 7.2.1 In the event that a payment bond is required by Section 6.1 of the **Key Business Terms**, the Notice of Commencement will attach a true and correct copy of such payment bond.
 - 7.2.2 Within two business days of filing the Notice of Commencement, Contractor will deliver to Owner a true and correct copy of the Notice of Commencement stamped by the clerk of the court's office as "filed."
 - 7.2.3 Contractor will post either a certified copy of the Notice of Commencement or a notarized statement that the Notice of Commencement has been filed for recording along with a copy thereof in a conspicuous location at the Site.
 - 7.2.4 In the event that Owner terminates this Agreement for cause, or Contractor abandons the Work, the surety will be responsible for re-filing the Notice of Commencement and meeting the requirements of this Section 7.2 before recommencing performance of the Work.
- 7.3 **Commencement of Work:** The Contractor shall commence the Work within ten (10) calendar days after the Commencement Date set forth in Section 7.3 of the **Key Business Terms**. In no event will Contractor commence Work before the Commencement Date.
- 7.4 **Milestones:** The Contractor will achieve the milestones no later than the applicable dates or times indicated in Section 7.4 of the **Key Business Terms**, as may be adjusted only in strict conformance with the Article 23 of the Agreement.
- 7.5 **Contract Time:** The Contractor will achieve Substantial Completion (as hereinafter defined) of the entire Work no later than the expiration of the Contract Time set forth in Section 7.5 of the **Key Business Terms**, as may be adjusted only in strict conformance with the Article 23 of the Agreement.
- 7.6 **Final Completion Date:** The Contractor will achieve Final Completion (as hereinafter defined) of the Work within the time required by the Certificate of Substantial Completion of the entire Work (the "Final Completion Date"),

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unless Contractor requests and Owner grants, in its sole discretion, a time extension to the Final Completion Date for good cause shown.

8 PERMITS AND LICENSES

- 8.1 Owner will procure and pay for all performance, maintenance, and warranty bonds, if any, required by the municipality or County in which the Project is located, or by any other public entities with jurisdiction over the Project, or any public or private utilities. Contractor will cooperate with and assist Owner by providing all the information, certificates, acknowledgements, notices, and materials (including without limitation as-built drawings and inspection reports and certifications) required by Owner to prepare and submit the bond applications and to subsequently obtain a discharge of such bonds.
- 8.2 Contractor will procure and pay for all building, ground-breaking, demolition, street closing, and other similar permits, certificates, and approvals related to the Work that are commonly procured by contractors in the general vicinity of the Project.
- 8.3 Contractor represents and warrants that it and all of its subcontractors are authorized, qualified, and, to the extent required by the Applicable Laws (as defined below), licensed and in good standing to perform the Work in accordance with all applicable requirements of all federal, state, and local governmental entities, agencies, and utilities having jurisdictions over this Project.

9 MATERIALLY DIFFERING SITE CONDITIONS

- 9.1 Contractor acknowledges that it either visited the Site or that it had a reasonable opportunity to visit the Site, for the purpose of conducting a reasonable inspection of the physical conditions of Site before entering into this Agreement. Contractor further acknowledges that it either carefully reviewed or that it had a reasonable opportunity to carefully review the geotechnical report for the Site, if any, and all other information provided to or available to Contractor in relation the Site. Contractor's failure to acquaint itself with all reasonably discoverable physical conditions of the Site will not relieve it from the responsibility for properly estimating either the difficulties or the costs of successfully performing its obligations under this Agreement based upon those conditions that would have been discovered upon a reasonable inspection of the Site and a careful review of all information provided to Contractor or available to Contractor.
- 9.2 Contractor will immediately stop all Work in the affected area in the event that Contractor encounters conditions in the performance of the Work that are unknown, undiscoverable upon a reasonable inspection, and subsurface, latent, or otherwise concealed physical conditions (1) which differ materially from those physical conditions affirmatively indicated in the Contract Documents, or (2) which are both unusual and differ materially from those physical conditions ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents. Contractor will provide written notice to Owner within two (2) days of the first discovery of the conditions by Contractor or anyone for whom it is responsible, and in any event, before such conditions are disturbed from the conditions existing immediately after discovery. Contractor will not resume performing Work in the affected area, until Owner investigates the conditions and directs Contractor in writing to resume Work in the affected areas. Owner will, as promptly as practicable, investigate such conditions. Owner will issue a Change Order to adjust the Contract Price or Contract Time accordingly if it determines that such conditions are materially different site conditions under this Section to the extent that such conditions cannot be avoided or mitigated and will cause Contractor to incur an increase or decrease in the direct Cost of the Work or the Contract Time or both. In no other event will Owner be liable to Contractor for an adjustment to either the GMP or the Contract Time based upon physical conditions of the Site. Contractor waives any Claim that it could otherwise make for an increase to the GMP or Contract Time or both due to Contractor's failure to strictly comply with this Article 9 or due to Contractor's failure to identify conditions pursuant to Section 9.1, which are a basis for the request for an adjustment to the GMP or Contract Time or both.

10 CONFIDENTIALITY

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- 10.1 Contractor acknowledges that all data, plans, processes, methods, techniques and other information or materials furnished or made available to Contractor by Owner, are owned, as between Owner and Contractor, exclusively by Owner. Contractor further acknowledges and agrees that any such information or materials which are not available to the public at large (collectively, "Confidential Information") shall for all purposes be regarded by Contractor and its subcontractors, suppliers, and vendors, and the employees, agents, and representatives of any of them, as strictly confidential. The existence of this Agreement and Owner's retention of Contractor will also constitute Confidential Information. Confidential Information may be disclosed in documentary or other tangible form, electronically, orally or by visual inspection. Except as required in the performance of the Work, neither Contractor nor any of its subcontractors, suppliers, or vendors, or the employees, agents or representatives of any of them, will redistribute, market, publish, disclose or divulge to any other person, firm or corporation, or use or modify for use, directly or indirectly in any way for anyone, any such Confidential Information, without the express prior written consent of Owner.
- 10.2 Contractor's obligations under this Section 10 with regard to Confidential Information shall be in effect at all times during the performance of the Work and shall continue: (i) with regard to each item of Confidential Information which constitutes a trade secret under the Applicable Laws, for such time as such item shall continue to constitute a trade secret under the Applicable Laws; and (ii) with regard to each item of Confidential Information other than trade secrets, for a period of three (3) years following return of such item to Owner.
- 10.3 Information shall not constitute Confidential Information which (i) was known to Contractor prior to the date of disclosure by Owner as evidenced by Contractor's written records; (ii) is in or becomes in the public domain by reason other than a breach of this Covenant; or (iii) legally comes into Contractor's possession without an obligation of confidentiality through channels independent of Contractor.
- 10.4 The terms and covenants of this Section 10 will survive expiration or termination of this Agreement. Upon such expiration or termination, Contractor agrees to immediately return to Owner any and all tangible or written expressions of all Confidential Information or proprietary information of Owner in the possession of Contractor or any of its employees or agents.

11 NO PROMOTION

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

12 SUBSTANTIAL COMPLETION

- 12.1 Unless provided for otherwise in Section 12.1 of **the Key Business Terms**, Contractor will achieve substantial completion of the entire Work ("Substantial Completion") when the work is complete except for minor punch list items and available for Owner's beneficial occupancy and use for its intended purpose.
- 12.2 In no event will Substantial Completion occur until all applicable governmental agencies having jurisdiction over the Work have issued either an unconditional Certificate of Completion or unconditional Certificate of Occupancy with respect to the Work or the equivalent, including landscaping and common areas (as applicable), unless withheld due solely to causes beyond the control or fault of Contractor. Notwithstanding anything to the contrary contained herein, Contractor shall be responsible for obtaining the unconditional Certificate of Completion or unconditional Certificate of Occupancy or the equivalent (whichever is applicable) with respect to the Work, unless withheld due solely to causes beyond the control or fault of Contractor. Owner shall comply with all of its obligations required by the issuing authority in order to enable the Contractor to obtain such Certificate(s).

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13 LIQUIDATED DAMAGES

13.1 Contractor acknowledges that Owner will be severely damaged in the event that Contractor fails to achieve Substantial Completion within the Contract Time. Owner's damages may include, without limitation, lost revenues, profits, rent, and income, and additional and extended costs for contract administration, financing, insurance, rental, storage, and relocation. Contractor will be liable to Owner for Liquidated Damages if applicable to this Agreement, as indicated in Section 13.1 of the **Key Business Terms**.

14 ACCEPTANCE OF WORK

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

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

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

14.3.1 In the event Owner determines that Contractor has not achieved Substantial Completion, Owner's notice to Contractor will identify all incomplete, non-conforming, and defective Work that precludes Substantial Completion. Contractor will promptly complete and correct all such Work before providing a renewed notice under this section.

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

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

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

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

15 EXTENSION OF TIME

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

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

15.2.1 Nature of the delay

15.2.2 Cause of the delay;

15.2.3 Date that the delay first started;

15.2.4 Actual or estimated length of the delay;

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

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

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

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

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

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

15.5 A force majeure event occurs when there is a delay to the planned critical path activities on the then most current update to the Construction Schedule due solely to fire, flood, landslide, sinkhole, hurricane, tornado or other unanticipated act of God, malicious mischief, theft, strike or lockout (other than by workers on this Project), national or regional shortages of material, or war, injunction, unusual delays in approval by a governing authority with jurisdiction, or other unanticipated act of Governmental; provided Contractor and its

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subcontractors, suppliers, and vendors of any tier, and the employees, consultants, representatives, agents of any of them, did not cause or contribute to such event, and Contractor and its subcontractors, suppliers, and vendors of any tier, and the employees, consultants, representatives, agents of any of them use best efforts to timely avoid or mitigate the effects of such event ("Force Majeure Event").

- 15.6 Contractor will not be entitled to an increase in the GMP or any additional compensation from Owner and hereby waives any claim due to delay from any cause whatsoever, other than a delay caused solely by an Owner ordered Change to the Work or Owner ordered Suspension of the Work for reasons not wholly or partly attributable to Contractor, including without limitation additional compensation due to additional direct costs, extended or additional general conditions costs, lost profits, Site office overhead and expenses, home office overhead and expenses, and any other economic loss that Contractor may incur by reason of such delay. Contractor's right to a time extension will be Contractor's sole remedy in the event of a delay, other than a delay due solely to an Owner ordered Change to the Work or an Owner directed Suspension of the Work.

16 APPLICATION FOR PAYMENTS AND PROCEDURES

16.1 Before signing the Agreement

- 16.1.1 Contractor and Owner jointly prepared the "**Draw Schedule**", which is attached to this Agreement as **Exhibit "G"** (the "Draw Schedule"), as an estimate of the anticipated monthly draw amounts that Contractor will request from Owner during the progress of the Work.
- 16.1.2 Contractor prepared the "**Schedule of Values**" attached to this Agreement as **Exhibit "H"** (the "Schedule of Values"), which Contractor represents to Owner is a true and accurate accounting of the Cost of the Work broken down to discrete work activities for each discrete trade. Upon Owner's written request, Contractor will provide Owner with documents substantiating the accuracy of the Schedule of Values.

- 16.2 Owner may use the Draw Schedule and the Schedule of Values as a basis for reviewing and paying Contractor's Applications for Payment of a progress or final payment; provided, however, in no event will Owner be obligated to pay Contractor more than the GMP or the actual Cost of the Work incurred by Contractor through the last day upon which the Application for Payment is based.

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

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

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

- 16.5.1 The current value of the Work, which will equal the lowest value of materials properly stored and Work properly completed and in place based upon:
- 16.5.1.1 The percentage and value of materials properly stored and Work properly completed and in place based upon the Schedule of Values;
 - 16.5.1.2 The projected percentage and projected value of materials properly stored and Work properly completed and in place based upon the Draw Schedule;
 - 16.5.1.3 The value of materials properly stored and Work properly completed and in place based upon actual Cost of the Work incurred by Contractor through the last date of the month,

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which Contractor has either paid or intends in good faith to pay upon receipt of Payment from Owner, along with copies of invoices, pay requests, and vouchers from subcontractors, suppliers, and vendors to substantiate the Cost of the Work incurred that pay period;

- 16.5.2 Less retainage on the current value of the Work
- 16.5.3 Less the amount Owner has paid Contractor through the Application Date, plus any anticipated payments from Owner to Contractor through the last date of the month;
- 16.6 Owner's obligation to review and process each Application for Payment of a progress payment is subject to Contractor providing the following documents, which are absolute conditions precedent to Owner's obligation to make such progress payment to Contractor:
 - 16.6.1 A notarized **"Waiver and Release of Lien Upon Progress Payment"** signed by Contractor in the form attached hereto as **Exhibit "L"**;
 - 16.6.2 A notarized **"Unconditional Waiver and Release of Lien"** in the form attached hereto as **Exhibit "K"**, signed by each first -tier and, if directed by Owner, lower tier subcontractor, supplier, and vendor whose portion of the Work was included and paid in the previous Application for Payment;
 - 16.6.3 Contractor's signed and notarized **"Progress Payment Affidavit"** in the form attached hereto as **Exhibit "M"**, setting forth all outstanding and unpaid bills for Work or materials which have been incurred on the Project to date;
 - 16.6.4 Contractor's updated Construction Schedule; and
 - 16.6.5 Such other evidence of performance of the Work, the costs thereof and the payment therefore as Owner may deem necessary or desirable, all in a form and content acceptable to Owner.
- 16.7 Owner's payment of any Application for Payment for a progress or final payment shall not constitute acceptance of defective, non-conforming, or incomplete Work.
- 16.8 Contractor's failure to properly prepare and support an Application for Payment for a progress or final payment, including requesting payment for Work not performed or failure to include all the information and documents required by Owner, may result in Owner returning the Application for Payment to Contractor without review for Contractor's correction and resubmission to Owner.

17 PROGRESS PAYMENTS

- 17.1 Owner will review and notify Contractor within fifteen (15) days of the date that Owner receives a properly prepared Application for Payment, and all information and documents required by Section 16, whether the payment requested is approved or rejected, in whole or in part. Owner's notice will indicate the amount and basis for rejecting all or any part of the Application for Payment.
- 17.2 Owner will pay to Contractor an amount equal to ninety percent (90%) of the net amount approved, after deducting any sums withheld by Owner under Section 18 of the Agreement or otherwise due Owner as a credit, backcharge, or set-off, within thirty (30) days of Owner's receipt of each properly prepared and supported Application for Payment. The remaining ten percent (10%) constitutes "Retainage."
 - 17.2.1 Upon Contractor's request, Owner may, at its sole discretion, release a portion of the retainage to Contractor to be paid to one or more identified subcontractors who fully and properly complete their portion of the Work before the overall progress of the Work is fifty (50%) percent complete.
 - 17.2.2 The remaining retainage will be released to Contractor when a certificate of Substantial Completion is fully signed by Owner and Contractor, less a holdback of retainage equal to two hundred (200%) of the value of the items in the punchlist, as determined by Owner, which will be paid to Contractor in the Final Payment, less any credits, setoffs, or deductions that Owner is entitled to take.

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

18 WITHHOLDING PAYMENT TO CONTRACTOR

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

- 18.1.1 Failure of the Contractor to carry out the Work in conformance with the Contract Documents;
- 18.1.2 Defective Work not remedied;
- 18.1.3 Claims filed or reasonable evidence indicating the probable filing of such claims;
- 18.1.4 Failure or alleged failure of Contractor to pay subcontractors, suppliers, vendors, or others of any tier, providing labor, materials, equipment, or services in relation to the Work, in accordance with their agreements with Contractor;
- 18.1.5 Failure of Contractor to satisfy all conditions precedent to payment, including without limitation Contractor's failure to provide an updated Construction Schedule and required lien waivers and releases;
- 18.1.6 Reasonable evidence that the Work will not be completed within the GMP;
- 18.1.7 Damage to Owner or others, including without limitation, the Design Professional, a Separate Contractor, neighboring property owners, tenants, invitees, licensees, and trespassers;
- 18.1.8 Reasonable evidence that the Work will not be completed with the Contract Time;
- 18.1.9 Failure to transfer claims of lien from the Property;
- 18.1.10 Failure of Contractor to submit any information required by this Agreement.

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

19 FINAL PAYMENT

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

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

- 19.2.1 Contractor's final accounting signed by Contractor's CFO or a CPA;
- 19.2.2 Contractor's notarized waiver and release of lien upon final payment signed by Contractor on the "**Waiver and Release Upon Final Payment**" form attached to the Agreement as **Exhibit "N"**;
- 19.2.3 Notarized unconditional final waivers and releases of lien signed by all first tier, and, if directed by Owner, lower tier subcontractors, suppliers, and vendors on the "**Waiver and Release Upon Final Payment**" form attached to the Agreement as **Exhibit "N"**;
- 19.2.4 Contractor's certification to Owner that the Project has been fully completed in conformance with the Plans and Specifications

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

- 19.3.1 Contractor achieves Substantial Completion of the Work as defined in Article 12;
- 19.3.2 Contractor completes all items on the Punchlist as provided for in Article 14;
- 19.3.3 Owner approves Contractor's Application for Final Payment;
- 19.3.4 Owner approves Contractor's final accounting;
- 19.3.5 Contractor assigns to Owner all subcontractor and manufacturer warranties not already issued in Owner's name;
- 19.3.6 Contractor makes final payment to all subcontractors, suppliers, vendors, and workers of any tier;
- 19.3.7 Contractor provides Owner with a notarized Contractor's final affidavit that complies in every respect with Fla. Stat. §713.06 on "**Contractor's Final Affidavit**" form attached to the Agreement as **Exhibit "O"**;
- 19.3.8 Completion of "As-Built" Plans showing the completed Project and the location of all easements and encroachments, if any, and showing all approved conditions, utility locations, certified by a licensed Florida land surveyor. Contractor shall furnish to Owner, as a Cost of the Work, four (4) sets of "As-Built" Plans certified by Contractor to be true and correct.

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

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

20 AGREEMENT TO CORRECT DEFECTIVE WORK

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

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

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by Contractor. Contractor's Surety will expressly guarantee full and timely performance of Contractor's warranty obligations herein.

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

21 CHANGES TO THE WORK

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

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

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

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

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

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

22 CHANGE REQUEST

22.1 Contractor shall, within fourteen (14) calendar days following receipt of a written change request or, if applicable, within the time set forth in a Field Directive from Owner (the "Change Request"), submit to Owner a written proposal for fully performing the proposed change to the Work ("Contractor's Proposal"). Contractor's Proposal will include all time and cost affects, if any, arising out of or relating to the proposed change to the Work.

22.2 Contractor's Proposal will set forth in detail Contractor's best estimate of the actual increases and decreases to the direct Cost of the Work and a proposed net adjustment to the GMP, if any, to carry out the proposed changes to the Work for the following all cost categories:

- 22.2.1 Materials, quantities and unit prices, if applicable;
- 22.2.2 Labor man hours and wages by trade;
- 22.2.3 Equipment type and size and rental rate;
- 22.2.4 Subcontract cost with backup detail for such items.

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

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

- 22.4.1 The duration of time to perform the proposed changes to the Work;
- 22.4.2 Identification of all necessary predecessor and successor activities to the performance of the proposed change to the Work, along with a description of their logic relationship to the proposed changes to the Work, such as start to start, start to finish, and finish to finish, along with any lag time;
- 22.4.3 Dates on the most current update to the Construction Schedule when Contractor anticipates commencing and completing performance of the proposed changes to the Work;
- 22.4.4 All activities in the most current update to the Construction Schedule that will be affected in any way by the proposed changes to the Work;
- 22.4.5 All critical path activities in the most current update to the Construction Schedule that will be delayed or accelerated by the proposed changes to the Work;
- 22.4.6 Contractor's proposed revisions to the most recent update to the Construction Schedule, including changes in logic, durations, and relationships between activities in and activities added to or deleted from the most recent update to the Construction schedule; and
- 22.4.7 Demonstrate to Owner's satisfaction of the extent, if any, to which the proposed changes to the Work will cause Contractor to accelerate or to delay critical path activities on the most current update to the Construction Schedule.

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

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

23 CHANGE ORDERS

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

- 23.1.1 A Change to the Work;
- 23.1.2 The amount of the adjustment to the Guaranteed Maximum Price, if any; and
- 23.1.3 The extent of the adjustment to the Contract Time, if any.

24 FIELD DIRECTIVE

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

24.2 A Field Directive may propose, at Owner's option, an adjustment or a method for adjusting the GMP. Upon receipt of a Field Directive, Contractor shall promptly advise Owner of Contractor's agreement or disagreement

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with the adjustment or the proposed method of adjustment set forth therein. A Field Directive signed by the Contractor indicates agreement of the Contractor therewith, including the adjustment or proposed method of adjustment to the GMP, which will be effective immediately and recorded as a Change Order.

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

24.4 Contractor may include in its Application for Payment amounts not in dispute, as determined by Owner, pending a final determination of the adjustment to the GMP, if any, resulting from a Field Directive.

25 CONSTRUCTION SCHEDULE

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

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

25.3 The Construction Schedule shall include the following:

- 25.3.1 Separate activities for each item of work performed by each trade in each discrete location of the Project;
- 25.3.2 The necessary predecessor and successor activities for each activity and their logical connection to the activity;
- 25.3.3 The duration, early start, early finish, late start, late finish, and float time for each activity
- 25.3.4 Brief description of each activity;
- 25.3.5 Indication of all activities on the critical path;
- 25.3.6 Indication of all activities with less than one (1) month of float; and
- 25.3.7 Contract and other major milestones.

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

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

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25.4.7 As each activity is completed, it shall be noted as such on the periodic update.

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

26 PROGRESS

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

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

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

27 DEFAULT

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

- 27.1.1 Failure of the Contractor to supply enough properly skilled workers or materials to maintain the planned progress of the Work;
- 27.1.2 Failure to make prompt payment to subcontractors or suppliers for materials or labor in conformance with their agreements with Contractor;
- 27.1.3 Failure to comply with the Applicable Laws;
- 27.1.4 Failure to comply with any terms or conditions of the Contract Documents;
- 27.1.5 Failure to perform Work which conforms to the requirements of the Contract Documents;
- 27.1.6 Failure to meet the Construction Schedule or to make progress so as to endanger the timely completion of the Work; or
- 27.1.7 Abandonment or refusal to proceed with any Work, including Changes to the Work.

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

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remedies to which Owner is entitled to under the Contract Documents or the Applicable Laws for any breach or default by Contractor, regardless of whether such breach or default is timely cured.

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

28 TERMINATION FOR DEFAULT

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

28.2 Contractor and its Surety shall be liable for all costs reasonably incurred by Owner in the completion of the Work as scheduled, in excess of the Guaranteed Maximum Price, including cost of administration of any contract awarded to others for completion and Liquidated Damages.

28.3 Upon termination for default, Contractor shall:

- 28.3.1 Immediately discontinue Work on the date and to the extent specified in the notice and place no further purchase orders or enter into any new subcontracts to the extent that they relate to the performance of Work terminated;
- 28.3.2 Inventory, maintain and turn over to Owner all materials, plant, and property furnished by Contractor or provided by Owner for performance of Work;
- 28.3.3 Promptly obtain cancellation upon terms satisfactory to Owner of all purchase orders, subcontracts, rentals, or any other agreements existing for performance of the terminated Work or assign those agreements to Owner as directed;
- 28.3.4 Assign all subcontracts identified by Owner to either Owner, Contractor's surety, or a replacement contractor;
- 28.3.5 Cooperate with Owner in the transfer of information and disposition of Work in progress so as to mitigate damages;
- 28.3.6 Comply with other reasonable requests from Owner regarding the terminated Work; and
- 28.3.7 Continue to perform in accordance with all of the terms and conditions of this Agreement, such portion of Work that is not terminated.

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

29 OPTIONAL TERMINATION

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

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

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- 29.2.1 Immediately discontinue Work to extent specified in the notice;
 - 29.2.2 Place no further orders for labor, materials, services, or facilities, other than as may be necessary or required for completion of any Work not subject to the Optional Termination;
 - 29.2.3 Promptly cancel or terminate all applicable subcontracts, purchase orders, and equipment rental agreements on terms satisfactory to Owner, except to the extent that such subcontracts, purchase orders, or rental agreements are not subject to the Optional Termination or are identified by Owner as subcontracts, purchase orders, and rental agreements that Owner or its designee elects to accept the assignment thereof;
 - 29.2.4 Assign all subcontracts, purchase orders, and rental agreements identified by Owner or its designee for acceptance of assignment;
 - 29.2.5 Assist Owner in the maintenance, protection and disposition of property acquired by Owner under this Agreement to the extent requested by Owner in writing; and
 - 29.2.6 Complete performance of any Work that is not subject to the Optional Termination.
- 29.3 In the event of an Optional Termination, Owner will pay to Contractor as full and final payment for all cost, expenses, and damages arising out of or relating to the Optional Termination, as follows (without duplication of any cost or charge):
- 29.3.1 All Cost of the Work due and not previously paid to Contractor for Work properly performed and completed in conformance with this Agreement, plus Contractor's Fee thereon, through the effective date of the Optional Termination; and
 - 29.3.2 The reasonable and necessary Cost of the Work incurred by Contractor, plus Contractor's Fee thereon, to demobilize from the Site, and to cancel, terminate, and assign subcontractors, purchase orders, and rental agreements in accordance with the Contract Documents.
 - 29.3.3 OR the unpaid balance of the GMP, whichever is less.
- 29.4 In the event of a partial Optional Termination, the GMP will be reduced by Amendment to the Agreement to reflect the value of the remaining Work not subject to the Optional Termination in proportion to the GMP initially established for the entire Work.
- 29.5 Within thirty (30) days after its receipt of the notice of Optional Termination, Contractor will submit Contractor's Proposal to adjust the GMP and Contract Time in proportion to the initial GMP and Contract Time to accurately reflect the savings in the Cost of the Work and Contractor's Fee, resulting from the terminated Work. Owner will promptly review Contractor's Proposal, and then notify Contractor whether the Proposal is accepted. Owner will provide Contractor with the basis for rejecting all or any part of the Proposal, in which event Contractor may make a claim in strict conformance with the Contract Documents of any objection it may have to Owner's determination.

30 SUSPENSION

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

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- 30.2.2 Enter into no new subcontracts, purchase orders, or rental agreement, except if and to the extent authorized by Owner in writing;
 - 30.2.3 Suspend all applicable subcontracts, purchase orders, and rental agreements on terms satisfactory to Owner;
 - 30.2.4 Continue to protect and maintain the Work, including those portions on which Work has been suspended; and
 - 30.2.5 Take any other reasonable steps to minimize costs associated with such Suspension.
- 30.3 The GMP will be adjusted if and to extent that Contractor incurs additional reasonable and necessary Cost of the Work as a direct result of the Suspension, without duplication, as follows:
- 30.3.1 Agreed upon rates for Contractor's administrative staff and supervisory personnel, construction equipment, plant, and Site overhead costs if and to the extent that such staff, personnel, equipment, and plant is idle and not reasonably available for other work during the Suspension period due to their standby status;
 - 30.3.2 Costs incurred in connection with mobilization and demobilization from the Site;
 - 30.3.3 Costs incurred to maintain and protect the Work; and
 - 30.3.4 Increased Cost of the Work that Contractor incurs in the proper performance of the Work due to price changes directly resulting from the Suspension.
- 30.4 Upon receipt of notice to resume the suspended Work, Contractor will immediately resume performance of the suspended Work to the extent allowed by the notice. Contractor will submit for Owner's review a revised Construction Schedule accurately reflecting all time effects resulting from the Suspension. Any claim that Contractor wants to make for an adjustment to the GMP or Contract Time arising out of or relating to the Suspension must be made within twenty-one (21) calendar days after Contractor's receipt of Owner's notice to resume Work; otherwise any such claim will be deemed waived.
- 30.5 No adjustment to the GMP or Contract Time will be made for any Suspension if and to the extent that Contractor's progress of the Work would have been delayed by any cause not attributable to Owner during the Suspension period.

31 INSPECTION: REJECTION OF MATERIALS AND WORKMANSHIP

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

32 COORDINATION AND CORRELATION OF PLANS AND SPECIFICATIONS

- 32.1 Contractor represents to Owner that Contractor and its subcontractors and material and equipment suppliers have carefully reviewed the Contract Documents, including all general and specific details therein, and

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

33 INDEPENDENT CONTRACTOR

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

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

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

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

34 SUBCONTRACTORS

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

- 34.1.1 The form of subcontract agreement to be used by the Contractor;
- 34.1.2 A list of subcontractors and suppliers to be used by the Contractor with the amount of their subcontracts and copies of signed subcontracts through that time period;
- 34.1.3 All subcontracts subsequently entered into shall be promptly provided by Contractor to Owner;
- 34.1.4 From time to time, Contractor will provide Owner within ten (10) days of Owner's written request, a list of all subcontractors and suppliers with whom Contractor has or intends to contract any portion of the performance of the Work or supply of any materials and equipment in compliance with Fla. Stat. § 713.165; and
- 34.1.5 From time to time, Contractor will provide Owner within ten (10) days of Owner's request, a sworn statement of account signed by Contractor showing the nature of all labor or services performed and to be performed, if any, the materials furnished, the materials to be furnished, if known, the amount paid on account to date, the amount due, and the amount to become due, if known, as of the date of the statement in compliance with Fla. Stat. § 713.16.

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

- 34.2.1 A provision incorporating all terms and conditions of this Agreement into such agreement;
- 34.2.2 A provision specifying the withholding of retention by Contractor in at least the same amounts as required by this Agreement;
- 34.2.3 A provision in all subcontracts, rental agreements, and purchase orders, for the benefit of Owner obligating the subcontractors, equipment lessors or suppliers to remain bound to Owner by their respective agreements with Contractor in the event of Contractor's default under this Agreement or Contractor's termination; and

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

35 IDENTITY OF INTEREST WITH SUBCONTRACTORS/SUPPLIERS

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

36 AUTHORIZED REPRESENTATIVE – PROJECT MANAGER'S SUPERVISION

- 36.1 Before starting Work, Contractor shall designate a competent, authorized representative (the "Authorized Representative") acceptable to Owner to represent and act for Contractor. Contractor shall inform Owner, in writing, of the name and address of such representative together with a clear definition of the scope of its authority to represent, act for, and bind Contractor. Such writing will specify any and all limitations of such authority. Contractor shall keep Owner informed of any subsequent changes in the foregoing. Such representative shall be present or duly represented at the Site at all times when Work is in progress. During periods when Work is suspended, arrangements for an authorized representative acceptable to Owner shall be made for any emergency Work which may be required. All notices, determinations, instructions and other communications given to the Authorized Representative of the Contractor shall be binding upon Contractor.
- 36.2 The Authorized Representative, project managers, superintendents and supervisors for the Project are all subject to prior and continuous approval of the Owner. If, at any time during the term of this Agreement, any of the personnel either functionally or nominally performing any of the positions named above, are, for any reason whatsoever, unacceptable to the Owner, Contractor shall replace the unacceptable personnel with personnel acceptable to the Owner.
- 36.3 Owner shall also designate a competent, authorized representative ("Owner's Authorized Representative") to represent and act for Owner.

37 LAWS AND REGULATIONS

- 37.1 Contractor and its employees and representative shall at all times, comply with all Federal, State, and local laws, statutes, rules, regulations, ordinances, orders, codes, and restrictive covenants that apply in any way to the Project or the Work (the "Applicable Law(s)").
- 37.2 Contractor may submit a proposal to adjust the GMP in the event that there is a change to the Applicable Laws enacted after the Parties sign the Agreement that materially increases the Cost of the Work. Contractor's Proposal will be made within twenty-one (21) days of the effective date of the change to the Applicable Laws, providing detailed documentation of the cost effects of such change to the Applicable Laws will have on the Cost of the Work; otherwise any claim in relation to the change in the Applicable Laws will be deemed waived. If Owner concurs, the Parties will sign a Change Order memorializing the adjustment to the GMP and its basis.
- 37.3 Contractor will promptly notify Owner and Design Professional in the event that Contractor discovers or becomes aware of any discrepancy or inconsistency between the Contract Documents and any Applicable Laws. Owner will issue such instructions as may be necessary.

38 STANDARDS AND CODES

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

39 COOPERATION WITH OTHERS

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

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

40 TAXES

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

41 UTILITIES

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

- 41.1.1 Public telephone service for Contractor's use;
- 41.1.2 Construction power as required at each point of construction;
- 41.1.3 Water and sanitation facilities as required throughout the construction; and
- 41.1.4 Waste and garbage service and removal in accordance with local codes.

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

42 WARRANTY

42.1 In addition to other warranties required by the Contract Documents and the Applicable Laws, Contractor warrants to Owner and Design Professional that (1) all materials and equipment furnished in connection with the Work will be, unless expressly specified otherwise by the Contract Documents, new and unused, of good,

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

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

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

43 INTELLECTUAL PROPERTY INDEMNITY

43.1 Contractor hereby indemnifies and shall defend and hold harmless Owner and its representatives, respectively, from and against all, claims, losses, costs, damages, and expenses, including attorneys' fees, incurred by Owner and its representatives, respectively, as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any copyright, patent, trade secret, or any other type of intellectual property, and arising out of the performance of the Work. Contractor shall, at its sole expense, promptly defend against any such claim or action unless directed otherwise by Owner or its representatives; provided that Owner or its representatives shall have notified Contractor upon becoming aware of such claims or actions, and provide further, that Contractor's aforementioned obligations shall not apply to equipment, materials or processes furnished or specified by Owner or representatives.

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

44 CONTRACTOR REPRESENTATIONS

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

- 44.1.1 Contractor is familiar with the permitting, constructing, inspection and acceptance criteria of the state and local governmental authorities, agencies, and utilities that are responsible for permitting, inspecting, approving, and accepting the Work.
- 44.1.2 Contractor acknowledges it has had ample opportunity to visit the Site, analyze the Project, inspect the Contract Documents and request any clarification of the Work.
- 44.1.3 Contractor agrees it is capable and prepared to perform the Work.
- 44.1.4 Contractor is familiar with and is satisfied as to all Applicable Laws that may affect cost, progress, and performance of the Work.
- 44.1.5 Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents.
- 44.1.6 Contractor is aware of the general nature of any other work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

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

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

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

45 INDEMNITY

45.1 To the fullest extent allowed by the Applicable Laws, Contractor will defend, indemnify, and hold Owner, and Design Professional, and any employee, agent, representative, or consultant of any of them, harmless from and against any and all claims, damages, losses, costs, and expenses, including attorney, expert, and consultant fees and legal expenses, that arise out of or relate to any act or omission by Contractor, or any subcontractor or supplier of any tier, or any employee, agent, representative, or consultant of any of them, and results in personal injury, sickness, death, or property damage to the maximum limits of the liability and excess/umbrella insurance that Contractor is required to provide under the Agreement or the GMP, whichever is greater, except in the event that such claims, damages, losses, and expenses are caused by the sole negligence, gross negligence, or willful, wanton or intentional misconduct of the indemnified party or its employees, officers, directors, agents, representatives, or consultants, or for statutory violations or punitive damages (except and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of Contractor or any subcontractor or supplier of any tier, or any employee, agent, representative, or consultant of any of them), in which case this obligation shall not apply relative to such indemnified party. Contractor acknowledges that the limitation set forth herein is commercially reasonable and was included in the bid documents before establishing the GMP.

45.2 Contractor's obligations under Section 45.1 will not be limited, waived, or excused by the payment of any damages, benefits, expenses, or compensation under any employee death or disability statute, including worker's compensation, employer's liability, employee benefit, or other such act.

45.3 Contractor will defend, indemnify, and hold Owner and Design Professional, and any employee, agent, representative, and consultant of any of them, harmless from and against any and all claims, damages, losses, and expenses, including attorney, expert, or consultant fees, to the extent arising out of or relating to the following:

45.3.1 The failure of Contractor, or any subcontractor, or supplier, or any employee, officer, agent, representative, or consultant of any of them, to comply with any Applicable Law;

45.3.2 Any Hazardous Material brought to the Site or released by the negligence of Contractor, or any subcontractor or supplier, or, if part of the Work, not properly removed from the Site by Contractor or any subcontractor or supplier, or any employee, officer, agent, representative, or consultant of any of them;

45.3.3 Any lien, claim, or demand by any Subcontractor or Supplier of any tier as a result of any alleged failure of Contractor or any Subcontractor or Supplier of any tier to pay for any portion of the Work, whether valid or not;

45.3.4 Any material breach of the Contract Documents, and

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- 45.3.5 Any claim or demand by Design Professional or any Separate Contractor as a result of any alleged act or omission by Contractor, or any subcontractor or supplier of any tier, or any employee, agent, representative, or consultant of any of them.

46 LIENS

- 46.1 Contractor agrees to keep the Project, improvements thereof and the ground appurtenant thereto, free and clear of all liens for or on account of any Work done or materials furnished under this Agreement. In the event such a lien is found or claimed against the Project, Contractor agrees that it will, within five (5) days after written notice from Owner, discharge the lien or liens and cause a satisfaction of such lien to be recorded in the public records of Nassau County, Florida, or cause such lien to be transferred to a bond in accordance with Florida Statute §713.24. In the event the Contractor fails to so discharge or bond the lien or liens within such period as required above, Owner shall thereafter have the right, but not the obligation, to discharge or bond the lien or liens. Additionally, the Owner shall thereafter have the right, but not the obligation, to retain out of any payment then due or to become due the Contractor, one hundred fifty percent (150%) of the amount of the lien and to pay Owner's reasonable attorneys' fees and costs incurred in connection therewith.
- 46.2 The Agreement shall govern in the event any of its provisions conflict with or are otherwise inconsistent with the provisions of §715.12, Florida Statutes.

47 INSURANCE

- 47.1 Contractor will purchase and maintain insurance with the minimum coverages and limits set forth in "Contractor's Insurance Requirements" document, which is attached hereto as **Exhibit "D"**.
- 47.2 To the extent damages are covered and paid by property insurance, the Owner and Contractor waive all claims and rights to recover damages against each other and against Design Professional, and the employees, officers, subcontractors, consultants, agents, and representatives of any of them, except such rights and claims as they may have to the proceeds of such insurance. Owner and Contractor, as applicable, will require those with whom each of them has privity of contract, including Design Professional and the first tier subcontractors, to waive all claims and rights in favor of the other persons identified herein and to include similar waivers in their subcontracts of all tiers.

48 PROJECT CHARACTERISTICS

- 48.1 Contractor represents and warrants to Owner that Contractor has, by careful examination, satisfied itself as to: (a) the nature, location and character of the Project and the Property; (b) the nature, location and character of the general vicinity in which the Work is to be performed, including, without limitation, its normal climatic conditions, available labor and materials supply and costs, and other tangible and intangible conditions that may adversely affect the timely and proper performance of the Work; and (c) the quality and quantity of all materials, supplies, tools, equipment, labor and services necessary to complete the Work in the manner and within the cost and time required by the Contract Documents.
- 48.2 Contractor further acknowledges that it will be solely responsible to Owner for the location and protection of all surface and subsurface utility potable and storm water, electric, gas, and sewer lines, cables, pipes, ducts, and conduits.
- 48.3 Contractor will satisfy itself as to the nature and location of Work and the general and local conditions under which the Work is to be performed particularly, but without limitation, with respect to the following: those conditions affecting transportation, parking, equipment placement, equipment movement, access, hauling, disposal, handling and storage of materials; availability and quality of labor, water and electric power; availability and condition of roads; climatic conditions, location of underground utilities, and physical conditions at the Project area as a whole; topography and ground surface conditions; equipment and facilities needed preliminary to and during performance of this Agreement; and all other matters which can in any way adversely affect the proper and timely performance of the Work, or the cost associated with such performance. The

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failure of Contractor to acquaint itself with all applicable conditions will not relieve it from the responsibility for properly estimating either the difficulties or the costs of successfully performing this Agreement. Contractor hereby waives any claim for an increase in the Guaranteed Maximum Price or extension of the Contract Time due to Contractor's failure to fully comply with this Section or due to Contractor's failure to identify conditions pursuant to this Section which later are a reason for the request for additional cost or time.

49 ACCESS TO WORK AREAS

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

50 DELIVERY, UNLOADING AND STORAGE

50.1 Contractor shall receive, unload, store in a secure place, and deliver from storage to the installation location, all materials, plant and equipment required for the performance of this Agreement. The storage facilities and methods of storing shall meet Owner's approval. Materials and equipment subject to degradation by outside exposure shall be stored in a weathertight or watertight enclosure provided by Contractor.

51 CLAIMS

51.1 No claim by Contractor for an increase in the Guaranteed Maximum Price or extension of the Contract Time shall be considered unless and until Contractor provides Owner with written notice of such claim not later than fourteen (14) days after the occurrence of the event giving rise to such claim, but prior to incurring any expenses by Contractor. Failure to give such notice shall constitute a waiver of such claim.

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

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

52 CONTRACTOR-FURNISHED MATERIALS, EQUIPMENT AND WORKMANSHIP

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

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conforming material, equipment and workmanship is expressly accepted with particularity in a signed Change Order.

- 52.2 Contractor shall continuously check architectural and structural clearances for accessibility of equipment and mechanical and electrical systems and continuously coordinate all phases of the Work. No allowance of any kind will be made for Contractor's failure to foresee means of completing the Work.
- 52.3 Contractor acknowledges that "common practice", "industry standards" and "common usage" are minimum standards of quality that may be superseded by the quality required by Contract Documents.
- 52.4 Contractor shall order and schedule delivery of materials in reasonable time to avoid delays in construction. If an item is found to be unavailable, Contractor shall notify Owner immediately of recommended substitute(s) to permit Owner's selection of a suitable substitute.
- 52.5 Owner and Design Professional will have shared authority for determining conformance of materials, equipment and systems with the requirements of the Contract Documents. Review and approval of all items proposed by Contractor for incorporation into the Work may be by Owner or Design Professional or both.
- 52.6 Reference to manufacturers' names, brands and models is to establish the type and quality desired. Substitutions may not be permitted unless specifically noted otherwise. Such substitutions shall be subject to written approval.
- 52.7 When materials, equipment or systems are specified by, performance only, without reference to specific manufacturers' brands or models, Contractor shall submit its own choice for Owner's review and approval, supported by sufficient evidence of conformity with the Contract Documents.

53 SUBSTITUTIONS

- 53.1 Prior to proposing any substitute item, Contractor shall satisfy itself that the item proposed is, in fact, equal to that specified, that such item will fit into the space allocated, that such item affords comparable ease of operation, maintenance and service, that the appearance, longevity and suitability for the climate are comparable, and that by reason of cost savings, reduced construction time or similar demonstrable benefit, the substitution of such item will be in Owner's interest.
- 53.2 The burden of proof of equality of a proposed substitution for a specified item shall be upon Contractor. Contractor shall fully support its request with manufacturer's specifications, test data, and other evidence that will permit Owner and Design Professional to make a reasoned decision on the merits of the proposal. Contractor will provide any further information requested by Owner or Design Professional in connection with a proposed substitution.
- 53.3 All requests for substitutions with submittal data must be made at least sixty (60) days prior to the time Contractor must order, purchase or release for manufacture or fabrication.
- 53.4 Any item by a manufacturer other than those specified or of brand name or model number or of generic species other than those specified, will be considered a substitution. Owner will be the sole judge of whether or not the substitution is equal in quality, utility and economy to that specified.
- 53.5 Materials and methods proposed as substitutions for specified items shall be supported by certification of their approval for use by any or all governmental agencies having jurisdiction over use of specific material or method.
- 53.6 Substitutions may not be permitted in those instances where the products are designed to match artistic design, specific function or economy of maintenance.
- 53.7 Approval of a substitution shall not relieve Contractor from responsibility for compliance with all requirements of this Agreement. Contractor shall bear the expense for any changes in other parts of the Work caused by any substitutions.

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

54 EXPEDITING

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

55 LINES AND GRADES

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

55.2 If Contractor or any of its subcontractors or any of their representatives or employees move or destroy or render inaccurate any survey control point, such control point shall be replaced at Contractor's expense and not as a Cost of the Work.

56 CONTRACTOR FURNISHED SHOP DRAWINGS, DATA AND CORRESPONDENCE

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

57 SHOP DRAWINGS

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

57.2 For drawings greater in size than "8½ x 11", Contractor shall provide six (6) copies of a reproducible to the Owner at the expense of the Contractor. The Owner will be the sole judge of the adequacy of the quality of the reproducible and prints and may reject reproducible and/or prints on the basis of quality alone. Such drawings will not be folded, but will be transmitted in mailer rolls manufactured expressly for that purpose. The reproducible with the Owner's review comments will be returned to the Contractor.

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

57.4 If the drawings show variations from the requirements of this Agreement, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Owner approves any such

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variation(s), it shall issue an appropriate Agreement modification, except that, if the variation is minor and does not involve a change in price or in time of performance, a modification need not be issued.

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

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

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

58 DATA AND CERTIFICATES

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

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

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

58.4 Owner will conduct a review of Contractor's data and certificates and two copies marked with the review comments listed in Section 54.6 above, will be returned to the Contractor.

59 RESPONSIBILITY FOR WORK SECURITY

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

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

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

60 PROTECTION OF WORK IN PROGRESS, MATERIALS AND EQUIPMENT

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

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

61 LABOR

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

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

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

62 SAFETY

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

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

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

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

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

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

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- 62.7 Contractor shall ensure that all subcontractors, without expense to Owner, comply with the foregoing provisions.
- 62.8 Contractor will comply with all rules and regulations (including security, safety, and substance abuse policies and procedures) as may from time to time be implemented by Owner for persons working on the Site.
- 62.9 Contractor is responsible for ensuring that its vehicles and those of its subcontractors, suppliers, and all others entering the Site on its behalf, are clean before leaving the Site to avoid tracking dirt, mud, rocks, debris, or other materials onto the roadways, and Contractor is responsible for cleaning any materials tracked onto the roadways by such vehicles.
- 62.10 Owner has the right to impose reasonable requirements and restrictions regarding the days and time of operations at the Site and the conduct of persons working on the Site. By way of example only and without limitation, Owner may restrict Site operations on weekends and during evening hours, and the Owner may prohibit use of radios at the Site or require that radios be kept at a moderate listening level and free of offensive content
- 62.11 Contractor shall ensure that it and any subcontractors it may use at all times fully comply with all OSHA requirements and all other Applicable Laws regarding Property safety requirements.
- 62.12 Contractor shall ensure that all of its subcontractors whose activities may impact storm water discharges or controls at the Site will be a co-permittee with Contractor and shall be responsible for compliance with the SCDHEC Storm Water Pollution Prevention Plan (SWPPP) for this Project.
- 62.13 Contractor shall have a full-time on-Site English-speaking supervisor present on the Site throughout the construction, and Contractor shall provide Owner with the supervisor's name and contact information (including a cell phone number).
- 62.14 Contractor is responsible for receiving and storing materials at the Site
- 62.15 Contractor shall take care not to damage any existing trees, paving, sidewalks and curbs or any other improvements.
- 62.16 Contractor shall take care not to damage or disturb silt fencing and other erosion control devices.
- 62.17 Contractor will ensure that Contractor and all of its subcontractors and suppliers at all times respect, preserve, protect, comply with all rules and regulations pertaining to, and avoid disturbing or damaging wetlands and other environmental sensitive areas.
- 62.18 The Contractor shall not utilize on the Site any subcontractor, employee, or other laborer who has a conviction or deferred-adjudication history of any crime that may pose a serious potential risk of injury to any person located upon the subject Site including, but not limited to, such crimes as rape, statutory rape, molestation, sexual assault, indecent exposure, indecency with a child, murder, assault, battery, and kidnapping.

63 PROJECT PROTECTION

- 63.1 Contractor shall maintain all such items of protection as provided in Article 62 in a satisfactory condition until removal is authorized by Owner.
- 63.2 Contractor, at its expense and not as a Cost of the Work, shall make all necessary repairs to property damaged by construction operations. Repairs shall be made in a manner satisfactory to Owner.

64 FIRE PREVENTION

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

CONSTRUCTION AGREEMENT COST PLUS with GUARANTEED MAXIMUM PRICE

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

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

65 PUMPING AND DRAINAGE.

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

66 DUST CONTROL

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

67 POLLUTION

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

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

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

68 EXPLOSIVES

68.1 Contractor shall obtain all required Federal, State and local permits and licenses and shall be responsible for the proper handling, transporting, storage and use of explosives and shall, at its expense, make good any damage caused by its handling, transporting, storage and use of explosives. Use of explosives shall be subject to prior, written approval by Owner. Further, Owner shall have the right to designate no explosive use areas, or to limit the use of explosives. All blasting shall be coordinated with Owner's blasting consultant. Contractor shall submit daily blasting records to Owner.

69 LIMITATION OF LIABILITY

69.1 Notwithstanding anything to the contrary in the Contract Documents, no present or future constituent partner in, or agent of Owner, nor any shareholder, officer, director, employee, member, trustee, beneficiary or agent of any corporation or trust that is or becomes a constituent partner in Owner, shall be personally liable, directly or indirectly, under or in connection with the Contract Documents, or any document, instrument or certificate securing or otherwise executed in connection with the Contract Documents, or any amendments or modifications to any of the foregoing made at any time or times, heretofore or hereafter; and the subcontractor

CONSTRUCTION AGREEMENT

COST PLUS with GUARANTEED MAXIMUM PRICE

and each of its successors and assignees waives and does hereby waive any such personal liability. For purposes of the Contract Documents, and any such instruments and certificates, and any such amendments or modifications, neither the negative capital account of any constituent partner in Owner, nor any obligation of any constituent partner in Owner to restore a negative capital account or to contribute capital to Owner or to any other constituent partner in Owner, shall at any time be deemed to be the property or an asset of Owner or any such other constituent partner (and neither Contractor nor any of its successors or assignees shall have any right to collect, enforce or proceed against or with respect to any such negative capital account or partner's obligation to restore or contribute). As used in this Section, a "constituent partner" in Owner shall mean any direct partner in Owner and any person or entity that is a partner in any partnership that, directly or indirectly through one or more other partnerships, is a partner in Owner.

70 TESTING

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

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

71 CLEANING UP

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

72 DISPOSAL OF MATERIAL OUTSIDE PROJECT LIMITS

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

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

73 COMMERCIAL ACTIVITIES

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

74 PROJECT SIGNS

74.1 With the exception of the right reserved by the Owner to erect a sign in connection with the Project and unless otherwise provided in the Contract Documents, the Contractor shall not display or permit to be displayed on or

CONSTRUCTION AGREEMENT

COST PLUS with GUARANTEED MAXIMUM PRICE

about the Project, any sign, trademark, poster or other advertising or identifying device, without prior written approval of Owner.

75 PUBLICITY AND ADVERTISING

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

76 PROTECTION OF EXISTING PROPERTY

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

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

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

77 ILLUMINATION

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

78 NOTICES

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

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

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

CONSTRUCTION AGREEMENT

COST PLUS with GUARANTEED MAXIMUM PRICE

delivery of notice must include a street address, suite number (if applicable), city, state and zip code. If a notice address does not include such information, the notice address for such party shall be the prior proper address.

79 GOVERNING LAW AND INTERPRETATION

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

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

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

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

80 RIGHTS AND REMEDIES

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

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

81 SUCCESSORS, ASSIGNS AND ASSIGNMENT

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

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

81.3 Notwithstanding anything to the contrary contained herein, Owner may assign and transfer its rights and obligations related to or arising out of this Agreement to any other corporation, partnership or other entity and upon such assignment, Owner's shall have no further obligations or liability for any claims or actions relating to this Agreement which arise on or after the date of the assignment.

82 EXAMINATION OF CONTRACTOR'S RECORDS/ACCOUNTING RECORDS

82.1 Contractor shall check all materials, equipment and labor entering into the Work and shall keep such full and detailed accounts as may be necessary for proper financial management under this Agreement, and the system shall be satisfactory to the Owner.

CONSTRUCTION AGREEMENT COST PLUS with GUARANTEED MAXIMUM PRICE

82.2 During the progress of the Work, Contractor agrees to furnish Owner a copy of its monthly report (showing costs incurred for the preceding month and dollars disbursed to the date thereof) and at least quarterly will furnish an updated report showing anticipated monthly draws through completion. Contractor will provide a final accounting of all Cost of the Work with its application for final payment.

82.3 For four (4) years after final payment under this Agreement, Owner will have access to, and the right to examine, audit, and copy any books, correspondence, subcontracts, purchase orders, documents, receipts, vouchers, payrolls, payment ledgers, memoranda, papers and records of the Contractor in both physical and electronic forms, including metadata, arising out of or relating in any way to the Cost of the Work. Contractor will reimburse Owner for any over-payment discovered as a result of such examination and audit, even if conducted after final payment.

83 ATTORNEYS' FEES

83.1 In the event of litigation or arbitration arising out of or relating to this Agreement, the prevailing party shall be entitled to collect reasonable attorneys' fees, paralegal fees, and expert fees, from the non-prevailing party and costs and expenses of such litigation or arbitration, whether at the trial level or on appeal.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first written above.

OWNER:

Thomas Jinks
By: [Thomas Jinks \(Jan 20, 2022 15:34 EST\)](#)
Name: Thomas Jinks
Title: Sr Manager Real Estate Development

CONTRACTOR:

Chad Cockrell
By: [Chad Cockrell \(Jan 20, 2022 15:32 EST\)](#)
Name: Chad Cockrell
Title: Vice President of Operations

CONSTRUCTION AGREEMENT

COST PLUS with GUARANTEED MAXIMUM PRICE

PROJECT NAME: Wildlight - Curiosity Park ; **PROJECT NUMBER:** CN-21-00131 ("Project")

Exhibit "A"

The Key Business Terms

The following terms and conditions will supplement or, if applicable, replace the indicated provisions in the Agreement; all other terms and conditions of the Agreement will remain effective.

The Parties to this Agreement are Wildlight LLC, a Florida limited liability company ("Owner"), whose principal place of business is 1 Rayonier Way, Wildlight, FL 32097, and A.J. Johns, Inc, a Florida corporation ("Contractor"), whose principal place of business is 3225 Anniston Road, Jacksonville, FL 32245 (individually each is a "Party" and collectively they are both "Parties").

PROPERTY: The Project is located at the street address 2251 Curiosity Avenue, as designated for the City of Wildlight, County of Nassau in the State of Florida, and more particularly described in the "**Property Description**", which is attached to the Agreement as **Exhibit "B"** ("Property").

SITE: The Site ☐ IS ☒ IS NOT the entire Property. In the event that the Site is not the entire Property, the Site is a portion of the Property designated as follows:
, or by Owner.

DESIGN PROFESSIONAL: The Design Professional for the Project is England-Thims & Miller, Inc., a corporation, formed under the laws of the State of Florida ("Design Professional"), whose principal place of business is 14775 Old St. Augustine Road, Jacksonville, FL 32258.

Owner may replace the Design Professional at any time in accordance with its agreement with the Design Professional by providing written notice to Contractor, in which event the replacement design professional will be considered the Design Professional on a going forward basis.

3 CONTRACT DOCUMENTS

3.1.6 Other Contract Documents, if any, consist of the following documents:

- .1 ;
- .2 ;

5 CONTRACT PRICE

5.1 Contractor's Fee will be N/A percent (N/A%) of the actual Cost of the Work, or the lump sum amount of N/A US Dollars (\$N/A), as may be adjusted only in strict conformance with Article 23 of the Agreement.

Contractor guarantees that the Contract Price will not exceed the maximum price of One Hundred Eighteen Thousand, Three Hundred Forty-eight and 01/100 U.S. Dollars (\$118,348.01) (the "Guaranteed Maximum Price" or "GMP"), as may be adjusted only in strict conformance with Article 23 of the Agreement.

CONSTRUCTION AGREEMENT

COST PLUS with GUARANTEED MAXIMUM PRICE

5.4.1 The Cost of the Work will include the pro-rata portion of the actual salaries paid to the following approved personnel, if any, employed by Contractor who are stationed at offices other than the Site office when performing services exclusively for the benefit of Owner and the Project:

.1

.2

6 PAYMENT AND PERFORMANCE BONDS

6.1 (Check one of the following) Contractor ☐ WILL ☒ WILL NOT provide payment and performance bonds to the Owner for this Contract.

7 CONTRACT TIME

7.3 The Commencement Date for the Work (the "Commencement Date") will be determined as follows:

- ☐ Contractor commenced Work on , 20 . All such Work is subject to the terms and conditions of the Contract Documents, and any payments made by Owner in connection with such Work will be credited against the GMP.
- ☒ Contractor will commence the Work within seven(7) days after Owner provides Contractor with a written Notice to Proceed.
- ☐ Contractor will commence the Work on , 20 .

7.4 Contractor is obligated to achieve the following milestones within the times or dates indicated

Number	Description of required milestone achievement	Specific date/calendar days
1.	Substantial Completion	60
2.		

The Contract Time is ☒ Sixty (60) calendar days from the Commencement Date or ☐ the date of , 20 , as may be adjusted only in strict conformance with Article 23 of the Agreement.

12 SUBSTANTIAL COMPLETION

12.1 The "Substantial Completion Date" is the date upon which Contractor is obligated to achieve Substantial Completion of the entire Work.

13 LIQUIDATED DAMAGES

13.1 LIQUIDATED DAMAGES FOR DELAY ☐ apply ☒ do NOT apply: If and to the extent that Liquidated Damages apply to this Agreement, Contractor will be liable for and shall pay to the Owner an amount equal to N/A U.S. Dollars (\$N/A) per calendar day for each day after expiration of the Contract Time until Contractor achieves Substantial Completion of the entire Work ("Liquidated Damages"). Notwithstanding the foregoing, Owner may, at its option, deduct the Liquidated Damages from any payment otherwise due Contractor, and reduce the GMP accordingly. In no event will Contractor's payment of Liquidated Damages be considered a Cost of the Work or a valid use of any Contingency. Contractor acknowledges that the Liquidated Damages are a reasonable estimate at the time of contracting of Owner's actual delay damages, and that Owner's actual delay damages would be extremely difficult or impossible to measure at the time of breach. In no event will Contractor take the position that the Liquidated Damages are an unenforceable penalty. The Liquidated Damages will be Owner's exclusive remedy for Contractor's failure to achieve Substantial Completion within the Contract Time; provided, however, the availability of Liquidated Damages will in no event preclude Owner from exercising other right under the Agreement, including without limitation, Owner's termination rights and rights to recover damages resulting from causes other than Contractor's failure to achieve Substantial Completion within the Contract Time.

CONSTRUCTION AGREEMENT

COST PLUS with GUARANTEED MAXIMUM PRICE

22 CHANGES

22.3 Contractor's sole markup for all Changes in the Work shall be limited to the following:

- 22.3.1 Changes to the Work performed by Contractor: Contractor's maximum markup for overhead, general conditions, and profit will be ten percent (10%) of the direct Cost of the Work for the categories identified in Section 22.2;
- 22.3.2 Changes to the Work performed by subcontractors: Contractor's maximum markup for overhead, general conditions, and profit will be six percent (6%) of the direct Cost of the Work for the categories identified in Section 22.2; and the maximum markup for overhead, general conditions, and profit paid to any subcontractor will be six percent (6%) of the subcontractor's direct Cost of the Work for the categories identified in Section 22.2;
- 22.3.3 Adjustment to the costs of premiums for bonds will be one percent (1%) of the direct Cost of the Work for the categories identified in Section 22.2; and
- 22.3.4 Adjustment to the costs of premiums for insurance will be one percent (1%) of the direct Cost of the Work for the categories identified in Section 22.2.

78 NOTICE

78.2 Written notice must be sent and addressed to the Parties, as follows:

OWNER: Wildlight LLC
Attn: Tommy Jinks
1 Rayonier Way
Wildlight, FL 32097
Facsimile: (904) 261-9322
Email: tommy.jinks@wildlight.com

with a copy to: Rayonier Inc.
Attn: Law Department
1 Rayonier Way
Wildlight, FL 32097
Facsimile # (904) 261-2107
Email: joy.lawarre@rayonier.com

CONTRACTOR: A.J. Johns, Inc
Attn: Chad Cockrell
3225 Anniston Road
Jacksonville, FL 32245
Facsimile: N/A
Email: ccockrell@ajjohns.com

**CONSTRUCTION AGREEMENT
COST PLUS with GUARANTEED MAXIMUM PRICE**

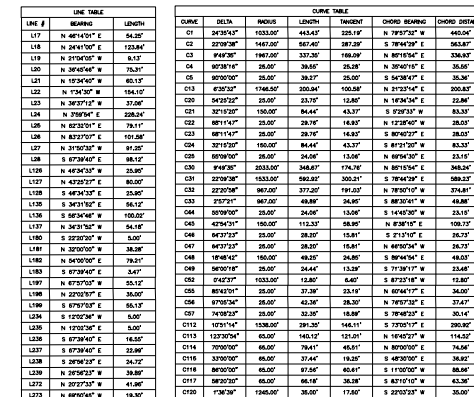
Exhibit "B"

Property Description

EAST NASSAU - WILDLIGHT PDP 3 / POD 4 NORTH

OFFICIAL RECORDS BOOK	PAGE
-----------------------	------

SHEET 5 OF 7



1 / OFF SHEET 6 OF 7

TABLE	
0.79	AC
0.76	AC
4.78	AC
1.94	AC
1.07	AC
2.25	AC

TABLE	
1	0
2	0
3	0
8	1
9	5

[illegible]

ACREAGE TABLE	
TOTAL PLAT	364.32 ACRES±

PARCEL 4A	19.84 ACRES±
PARCEL 4B-2	15.76 ACRES±
PARCEL 4C	6.80 ACRES±
PARCEL 4D	17.40 ACRES±
PARCEL 4E	5.66 ACRES±

ACREAGE TABLE	
FUTURE RIGHT OF WAY TRACT 1	2.30 ACRES±

ACREAGE TABLE	
POND TRACT 4-1	0.79 ACRE±
POND TRACT 4-2	0.78 ACRE±
POND TRACT 4-3	4.78 ACRE±
POND TRACT 4-4A	1.94 ACRE±
POND TRACT 4-4B	1.07 ACRE±
POND TRACT 4-5	2.25 ACRE±

ACREAGE TABLE	
60' MOBILITY TRAIL EASEMENT 1	0.13 ACRES±
60' MOBILITY TRAIL EASEMENT 2	0.06 ACRES±
60' MOBILITY TRAIL EASEMENT 3	0.33 ACRES±
110' MOBILITY TRAIL EASEMENT 4	1.91 ACRES±
110' MOBILITY TRAIL EASEMENT 5	5.90 ACRES±

ACREAGE TABLE	
LANDSCAPE TRACT 1	1.27 ACRES±
LANDSCAPE TRACT 2	2.04 ACRES±
LANDSCAPE TRACT 3	0.51 ACRES±
LANDSCAPE TRACT 4	0.74 ACRES±
LANDSCAPE TRACT 5	0.53 ACRES±
LANDSCAPE TRACT 6	4.42 ACRES±
LANDSCAPE TRACT 7	1.07 ACRES±
LANDSCAPE TRACT 8	0.67 ACRES±

ACREAGE TABLE	
LANDSCAPE & PUMP STATION TRACT 4-1	0.17 AC

RECREATION AND/OR COMMUNITY AMENITY TRACT 1	0.44 ACRES±
RECREATION AND/OR COMMUNITY AMENITY TRACT 2	15.53 ACRES±
RECREATION AND/OR COMMUNITY AMENITY TRACT 3	7.01 ACRES±

LD BRADLEY LAND SURVEYORS One World Plaza, Suite 1000, New York, New York 10038 PHONE (212) 692-6000 FAX (212) 692-6001	L. D. BRADLEY LAND SURVEYORS 510 SOUTH 5TH STREET MACCLENNY, FLORIDA 32063 PHONE (904) 786-6400 FAX (904) 786-1400
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W.O. NO.: 21-389		DATE: 06/22/2021	DRAFTED BY: DR
CHECKED BY: RJJ		CAD FILE: 21389 PLAT.DWG	FR PG

SEE SHEET 1 FOR GENERAL NOTES AND DESCRIPTIONS.
THIS MAP IS NOT COMPLETE WITHOUT SHEETS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.

W.S. NO.: 21-389	DATE: 03/22/2021
CHECKED BY: R-LI	CAD FILE: 21389 PLAT.DWG

FR PG

CN-21-00131 • A.J. Johns, Inc. • KLB c120921 • RQ 126074ZD 72340

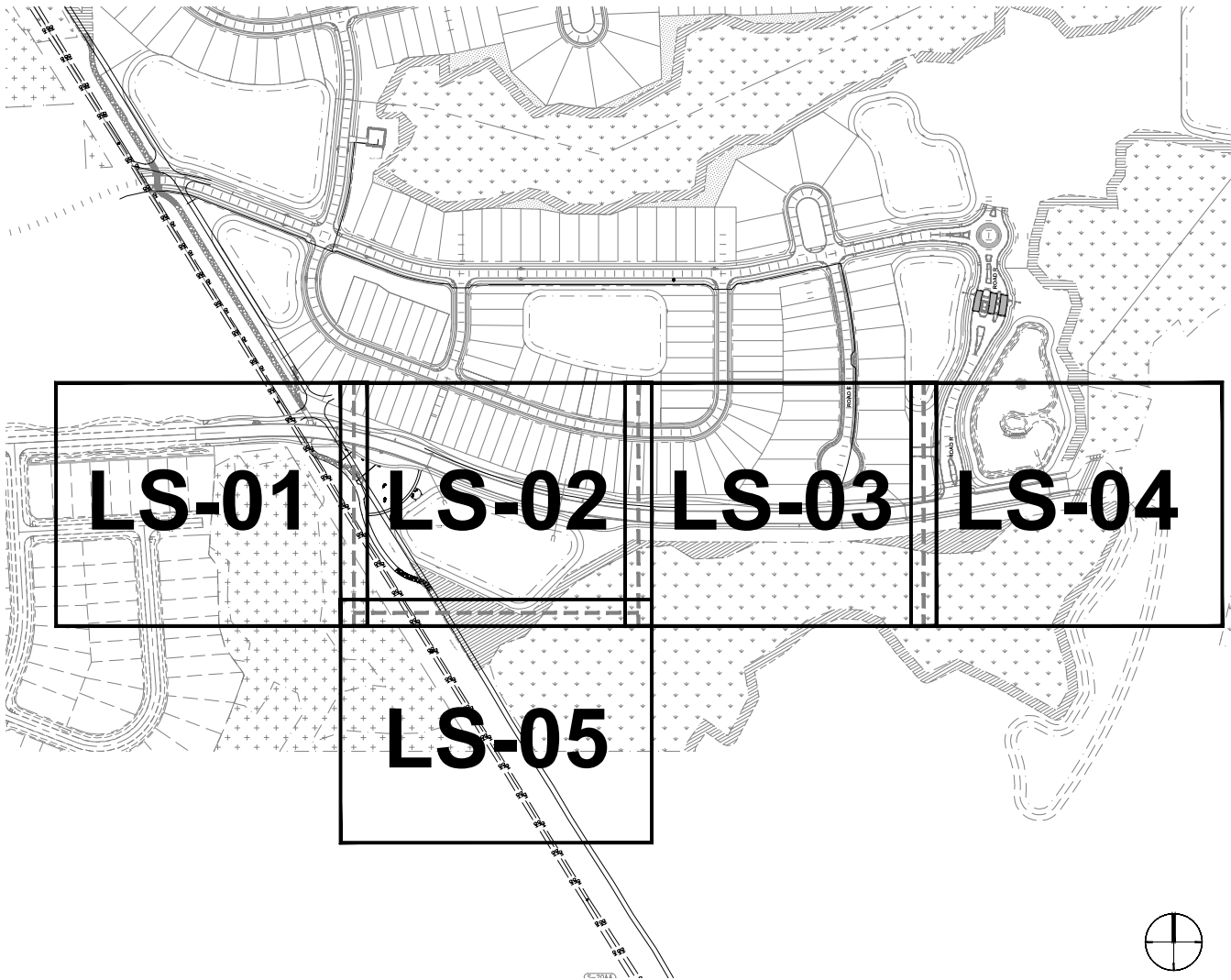
**CONSTRUCTION AGREEMENT
COST PLUS with GUARANTEED MAXIMUM PRICE**

Exhibit "C"

List of Plans and Specifications

WILDLIGHT - CURIOSITY AVENUE

LANDSCAPE ARCHITECTURE DOCUMENTS



INDEX PLAN

LANDSCAPE SHEET INDEX:

SHEET NO.:	DRAWING DESCRIPTION
LS-00	LANDSCAPE COVER SHEET
LS-01	LANDSCAPE PLAN
LS-02	LANDSCAPE PLAN
LS-03	LANDSCAPE PLAN
LS-04	LANDSCAPE PLAN
LS-05	LANDSCAPE PLAN
LS-06	LANDSCAPE SPECIFICATIONS AND DETAILS
LS-07	LANDSCAPE DETAILS
HS-00	HARDSCAPE SPECIFICATIONS AND NOTES
HS-01	HARDSCAPE PLAN
HS-02	HARDSCAPE DETAILS
HS-03	HARDSCAPE DETAILS



BID SET

CONTRACTOR SHALL BE RESPONSIBLE FOR CONFIRMING
WITH THE LANDSCAPE ARCHITECT THAT CURRENT PLANS
ARE BEING USED FOR BIDDING AND INSTALLATION



PLANS PREPARED UNDER THE
DIRECTION OF:

DANIEL ASHWORTH, JR., P.E.
PLANNER: August 18, 2021 - 10:52 AM. BY: Daniel Ashworth, Jr.

REVISIONS:

EWN NO. 19-238-01-018
DRAWN BY: D.A.A.
DESIGNED BY: D.A.A.
CHECKED BY: K.M.E.
DATE: JULY 2021

ETM
VISION • EXPERIENCE • INTEGRITY

LANDSCAPE COVER & INDEX
WILDLIGHT PDP #3 - CURIOSITY AVENUE
FOR
RAYDIENT PLACES + PROPERTIES
DRAWING NUMBER
LS-00

DIRECTION OF:
UNITED STATES OF AMERICA
DANIEL ASHWORTH, JR., PLA

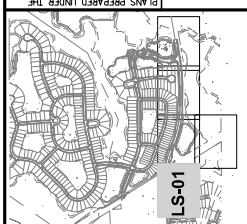
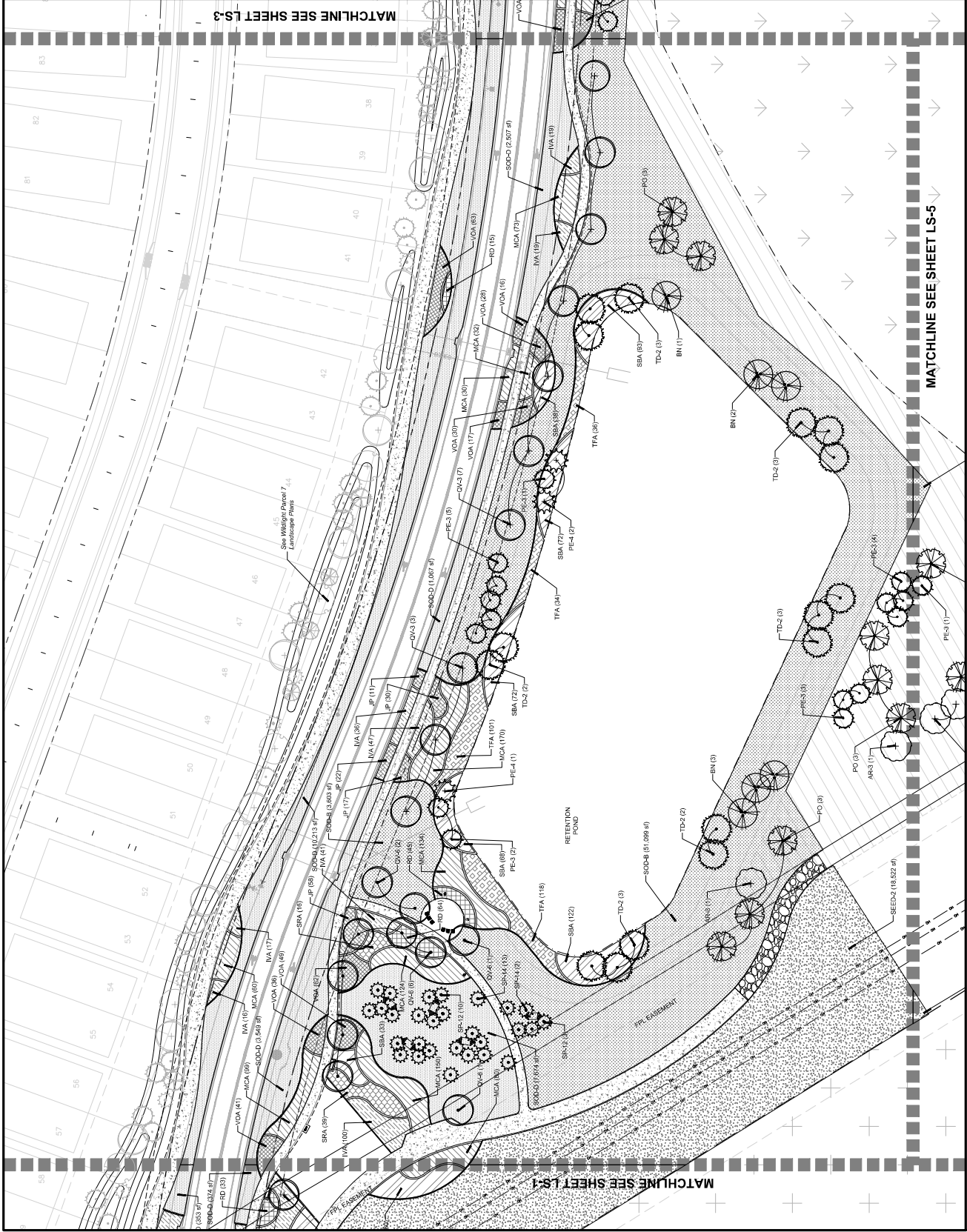


EXHIBIT C

EXHIBIT C



LS-02

PLANS PREPARED UNDER THE DIRECTION OF:
DANIEL ASHWORTH, JR., P.L.A.
L.A. NUMBER: LA 666839

DATE: JULY 2021

CHECKED BY: K.M.S.

DESIGNED BY: D.A.A.

ETM NO. 19-239-01-016

REVISIONS:

ETM

ETM - ENGINEERING & DESIGN
7130 S.W. 22nd Avenue
Jacksonville, FL 32208
TEL: (904) 642-8888
CA - 0002584 LC - 0000315

WILDLIGHT PDP #3 - CURIOSITY AVENUE
FOR
RAYDIENT PLACES + PROPERTIES

LANDSCAPE PLAN

DRAWING NUMBER
LS-02

DATE: 07/19/2021
BY: D.A.A.
CHECKED BY: K.M.S.

KEY MAP

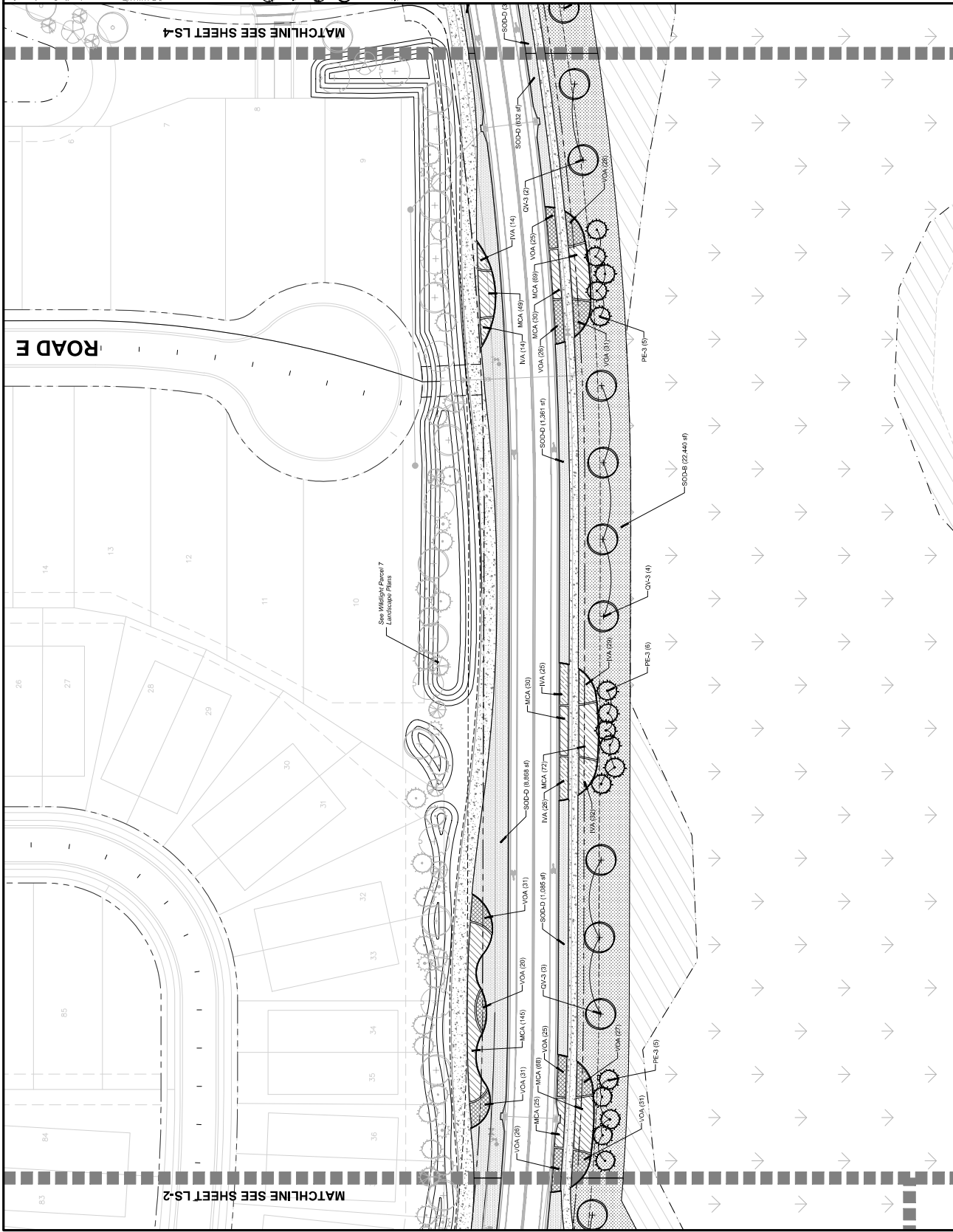
PLANT SCHEDULE

0' 15' 30' 60'

1"=30'-0"

07/19/2021 - A.L. 666839 - A.L. 666839 - A.L. 666839 - A.L. 666839 - A.L. 666839

EXHIBIT C



KEY MAP

N.T.S.

PLANT SCHEDULE

LANDSCAPE	CODE	COMMON NAME
1	RED MAPLE	RED MAPLE
2	RED BUD	RED BUD
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KEY MAP

N.T.S.

PLANT SCHEDULE

LANDSCAPE	CODE	COMMON NAME
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12	RED BUD	RED BUD

PLANT SCHEDULE	
NAME	CODE
AN-3 RED MAPLE	AN-3
AN-4 RED BARK MALT-TRUNK	AN-4
AN-5 SOUTHERN NARROW	AN-5
PE-3 BLACK PINE	PE-3
PE-4 BLACK PINE	PE-4
PE-5 NORTHERN SCOTCH	PE-5
PE-6 SCOTCH LARCH	PE-6
PE-7 SCOTCH LARCH	PE-7
PE-8 SCOTCH LARCH	PE-8
PE-9 SCOTCH LARCH	PE-9
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PE-100 SCOTCH LARCH	PE-100

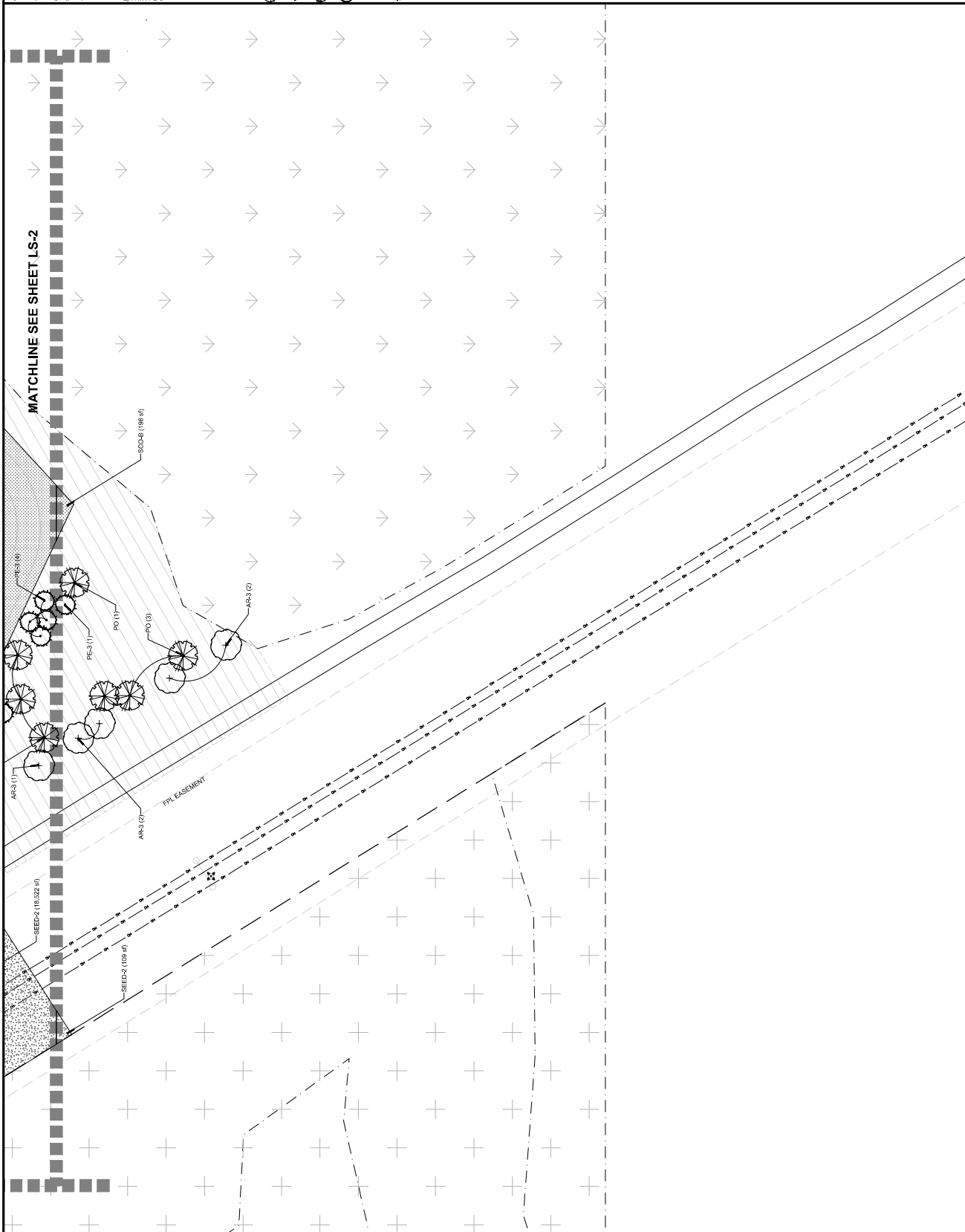


EXHIBIT C

MATCHLINE SEE SHEET LS-2

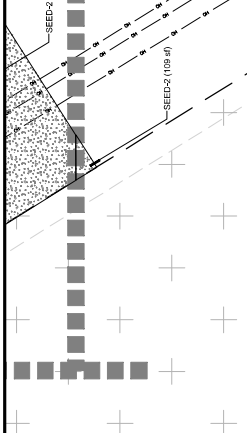
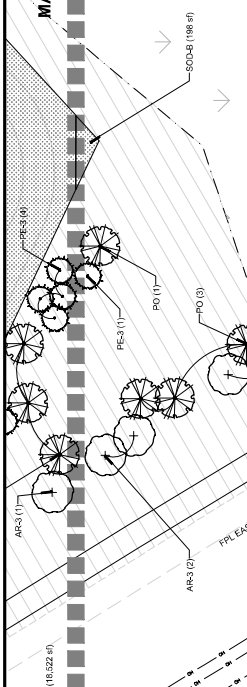
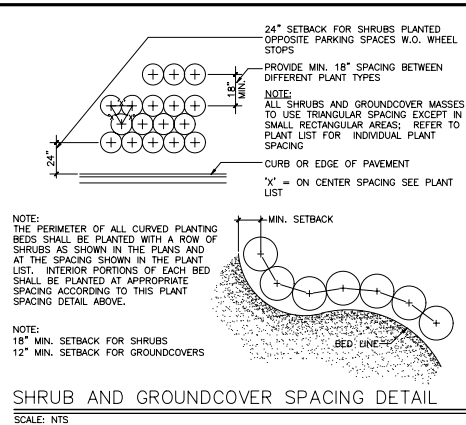
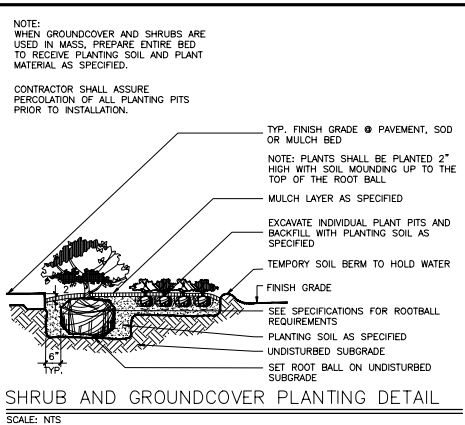
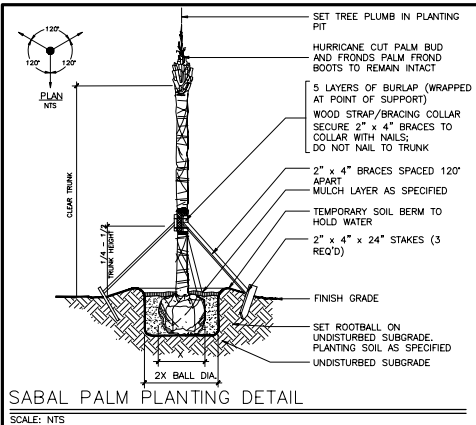


EXHIBIT C



PLANT SCHEDULE

LARGE TREES	QTY	BOTANICAL NAME	COMMON NAME	CONT	GAL	SIZE	REMARKS
AR-3	6	ACER RUBRUM	RED MAPLE	SIZE AS NEEDED	3\" CAL	14' HT. X 6\" SPD.	
BN	6	BETULA NIGRA	RIVER BIRCH MULTI-TRUNK	SIZE AS NEEDED	6\" CAL., MT	12-14' HT X 6\" SPD	MULTI-TRUNK, 2\" PER TRUNK
MG-4	2	MAGNOLIA GRANDIFLORA 'D.D. BLANCHARD' TM	SOUTHERN MAGNOLIA	SIZE AS NEEDED	4\" CAL	16' HT. X 6\" SPD.	
PE-3	43	PINUS ELLIOTTI	SLASH PINE	SIZE AS NEEDED	3\" CAL	10-12' HT, X 3-4\" SPR.	
PE-4	3	PINUS ELLIOTTI	SLASH PINE	SIZE AS NEEDED	4\" CAL	14-16\" HT X 6\" SPD	
P0	13	PLATANUS OCCIDENTALIS	AMERICAN SYCAMORE	SIZE AS NEEDED	2\" CAL	10-12\" HT X 5\" SPD.	
QV-3	26	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	SIZE AS NEEDED	3\" CAL	12-14\" HT, X 5\" SPD.	
QV-6	10	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	SIZE AS NEEDED	6\" CAL	20-22\" HT X 8\" SPD.	
TD-2	16	TAXODIUM DISTICHUM	BALD CYPRESS	SIZE AS NEEDED	2\" CAL	8-10\" HT. X 3-4\" SPD.	
PALM TREES	QTY	BOTANICAL NAME	COMMON NAME	CONT	GAL	SIZE	REMARKS
SP-12	13	SABAL PALMETTO	CABBAGE PALMETTO	FG		12\" CT	HURRICANE CUT, SLICK TRUNK
SP-14	15	SABAL PALMETTO	CABBAGE PALMETTO	FG		14\" C.T.	HURRICANE CUT, SLICK TRUNK
SHRUB AREAS	QTY	BOTANICAL NAME	COMMON NAME	CONT			
IVA	963	ILEX VOMITORIA 'SCHILLINGS'	SCHILLINGS DWARF YAUPON	3 GAL, 2.5' O.C., 18\" HT X 18\" SPR			30\" o.c.
MCA	2,126	MUHLENBERGIA CAPILLARIS	PINK MUHLY GRASS	1 GAL			30\" o.c.
RD	187	ROSA X 'MEIGALPIO'	RED DRIFT ROSE	3 GAL.			30\" o.c.
SBA	784	SPARTINA BAKERI	SAND CORDGRASS	1 GAL			36\" o.c.
SRA	55	SERENOA REPENS	SAW PALMETTO	3 GAL			48\" o.c.
IFA	289	TRIPSACUM FLORIDANA	DWARF FAKAHATCHEE GRASS	1 GAL			36\" o.c.
VOA	643	VIBURNUM OBOVATUM 'MS. SCHILLER'S DELIGHT'	MS. SCHILLERS DELIGHT WALTER'S VIBURNUM	3 GAL., 18\" MIN. HT.			30\" o.c.
GROUND COVERS	QTY	BOTANICAL NAME	COMMON NAME	CONT			
JP	138	JUNIPERUS CHINENSIS 'PARSONII'	PARSON'S JUNIPER	3 GAL			30\" o.c.
SOD/SEED	QTY	BOTANICAL NAME	COMMON NAME	CONT			
SEED-2	36,647 SF	FDOT WILDFLOWER MIX	WILDFLOWERS	SEED			
SOD-B	93,894 SF	PASPALUM NOTATUM 'ARGENTINE'	BAHIA GRASS	SOD			
SOD-D	44,596 SF	ZOYSIA JAPONICA 'EMERALD'	EMERALD ZOYSIA	SOD			
MULCH							
PINE STRAW MULCH							

PLANS PREPARED UNDER THE DIRECTION OF:
DANIEL ASHWORTH, JR., P.E.
PLOTTER: August 18, 2021 - 8:12 AM BY: Daniel Ashworth, Jr.

REVISIONS:
EWN 19-238-01-018
DRAWN BY: D.A.A.
DESIGNED BY: D.A.A.
CHECKED BY: K.M.E.
DATE: JULY 2021

ETM
VISION • EXPERTISE • INTEGRITY
E.T.M. Inc.
10000 Highway 100
Jacksonville, FL 32258
TEL: (904) 442-8900
FAX: (904) 442-8905
C.O. 00000004 C.C. 00000016

LANDSCAPE DETAILS
WILDLIGHT PDP #3 - CURIOSITY AVENUE
RAYDIENT PLACES + PROPERTIES
DRAWING NUMBER
LS-07

EXHIBIT C

GENERAL CONSTRUCTION NOTES:

- All dimensions are taken from centerline of wall, edge of pavement, face of curb, and/or centerlines of roads at 90 degree angles, unless otherwise noted on plan. The dimensions are shown for approximate line and all radii and curves are to have continuous and smooth transitions without abrupt changes or bends.
- All forms and alignment of paving, pilasters and walls shall be inspected and approved by the owner's representative prior to pouring (give a minimum of 48 hours notice).
- For site pavement grading and drainage, see civil engineers plans.
- Contractor shall verify location of all surface and sub-surface utilities prior to construction and shall be held liable for damages incurred.
- Contractor shall be responsible for verifying all irrigation sleeves in the field with the developer.
- These notes shall be used in conjunction with the plans and any discrepancies shall be brought to the attention of the owner's representative.
- Contractor must check all dimensions, framing conditions and site conditions before starting work. Owner's representative shall be notified immediately of any discrepancies or possible deficiencies.
- Do not willfully install or construct items as shown on the drawings when it is obvious in the field that unknown obstructions, grade differences or differences in the area dimensions exist that might not have been considered in the engineering. Such obstructions or differences should be brought to the attention of the owner's representative. In the event this notification is not performed, the contractor shall assume full responsibility for any revisions necessary.

GENERAL NOTES:

GENERAL CONDITIONS

- If materials, quantities, strengths or sizes indicated by the drawings or specifications are not in agreement with these notes, the better quality and/or greater quantity, strength or size indicated, specified or noted shall be provided.
- It is the contractors sole responsibility to determine erection procedure and sequence to insure the safety of the structures and its component parts during erection. This includes, but is not limited to, the addition of temporary bracing, guys or tie-downs as may be necessary. Such material shall be removed and shall remain the property of the contractor after completion of the project.
- All dimensions and elevations shown on the structural drawings shall be verified by the contractor to conform to those shown on the drawings.
- The contractor shall be held responsible for having visited the site and having familiarized himself with all existing conditions. Any questions or discrepancies found with regard to the drawings shall be brought to the attention of the architect before submitting a proposal. Field measure existing conditions prior to fabrication of materials.

CAST IN PLACE CONCRETE

- All concrete shall have the following minimum compressive strength at 28 days:
 - Slab on grade, footings 3000 psi
 - Remaining concrete 4000 psi
- All concrete shall have a slump of 4" plus or minus 1", and have 2 to 4% air entrainment, and a maximum water/cement ratio of 0.58.
- Concrete mix design shall be in accordance with the Latest Edition of ACI 301 Chapter 3, Method 1 or Method 2, submit backup data as required by Chapter 5 Section 5.3 of the Latest Edition of ACI 318.
- All reinforcing steel shall be new domestic deformed billet steel conforming to ASTM A-615 Grade 60.
- All concrete work shall be in accordance with "The Building Code Requirements for Reinforced Concrete" ACI 318 Latest Edition, and "Specifications for Structural Concrete for Buildings," ACI 301.
- All reinforcing details shall conform to "Manual of Standard Practice for Detailing Reinforced Concrete Structures" ACI 315 Latest Edition, unless detailed otherwise on the structural drawings.
- Contractor shall review architectural and civil drawings for size and location of embedded items, sleeves, slab depressions, slopes, etc. required by other trades. These items shall be furnished and installed prior to placement of concrete.
- Contractor shall verify locations of all openings, sleeves, anchor bolts, inserts, etc. as required by other trades before concrete is placed.
- Where bar lengths are given on the drawings, the length of any hook, if required, is not included.
- Contractor shall provide spacers, chairs, bolsters, etc. necessary to support reinforcing steel. Support items which bear on exposed concrete surfaces shall have ends which are plastic tipped or stainless steel.
- Contractor shall provide 1/2 inch chamfer on all exposed corners of columns, beams, and walls unless otherwise indicated on the architectural drawings.
- Contractor shall furnish 1 ton of #5 reinforcing bars delivered to the job site in standard lengths and fabricated and placed as directed by the architect. The unused material shall be removed and credited to the project at the contract unit price.
- The following minimum concrete cover shall be provided for reinforcement:
 - 3" concrete cast against and permanently exposed to earth.
 - 2" concrete exposed to earth or weather, #6 through #18 bars.
 - 1 1/2" concrete exposed to earth or weather, #5 bar and smaller.
- Contractor shall keep a copy of "Field Reference Manual" (ACI Publication SP-15, Latest Edition) at the project field office.
- Minimum lap splices on all reinforcing bar splices shall be 48 bar diameters typ. except where otherwise noted on the drawings. For beams and elevated slabs, lap bottom steel at the support and top steel over the midspan, unless otherwise noted.
- Testing laboratory shall submit one copy of all concrete test reports directly to the engineer.
- Along curved wall sections, the rebar spacing specified is a minimum for each face. Provide additional bars as needed to maintain the specified rebar spacing.

- Conditions not specifically shown shall be constructed similar to the details for the respective materials.
- The drawings and specifications represent the finished structure. All bracing, temporary supports, shoring, etc. is the sole responsibility of the contractor. Observation visits to the job site by the owner's representative do not include inspection of construction methods and for safety conditions at the work site. These visits shall not be construed as continuous and detailed inspections.
- Contractor shall refer to soils engineer's report for percentages of compaction required for all concrete flatwork and footings.
- Site furnishings shall be installed per manufacturers recommendations, or as recommended in the drawings. Details provided in the drawings for anchoring of furnishings are provided for intent only. It shall be the contractors responsibility to coordinate with the manufacturer and submit anchoring details for approval by owner's representative prior to installation.
- All references to 'Gray' concrete shall mean natural concrete with no color additive.
- All broom finished concrete shall be broomed in the same direction as indicated on the drawings or as directed by the owner. The broom finish appearance shall not deviate substantially from pour to pour or one section of concrete to another.

DESIGN CRITERIA

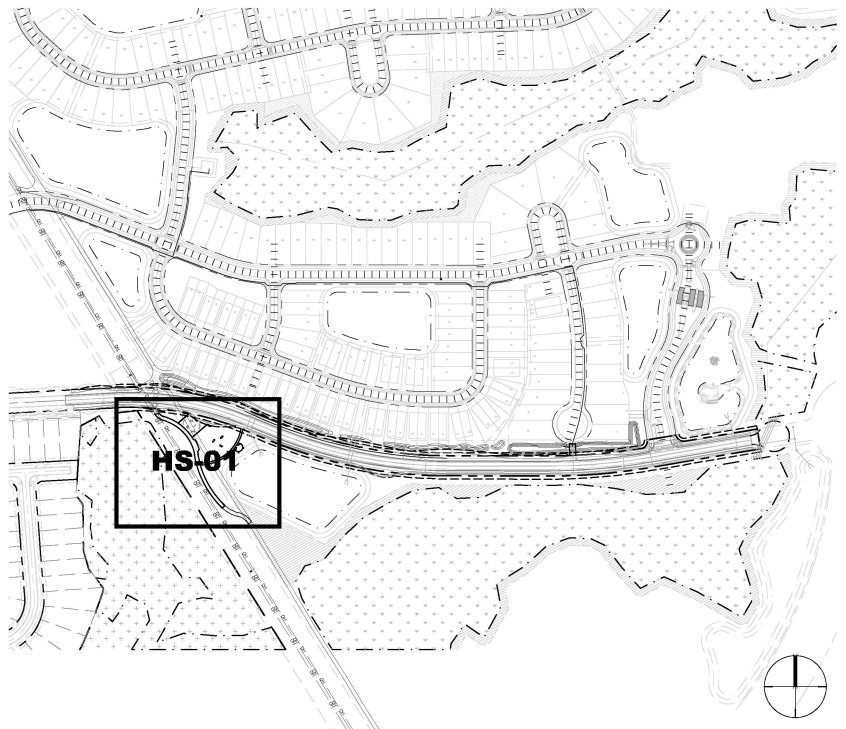
- All work shall be performed in strict accordance with the requirements of:

- General Building Code: Florida Building Code 2020
- Concrete:
 - Building Code requirements for reinforced concrete (ACI 318-09)
 - Specifications for structural concrete for buildings (ACI 301-84)

Design Loads

Wind Loads:

Basic Wind Speed = 130 MPH with 3 second gust
Risk Category II
Exposure = C
Internal pressure coefficient: 0.18 fully enclosed structure
Components and cladding (ASD) +25.23 PSF and -33.06 PSF for design wind pressure



Finish Schedule

Hardscape						
Symbol	Construct	Color	Finish	Manufacturer	General Notes	Detail Number
1	Construct 4" thick natural gray concrete walk on compacted sub base	Natural Gray 20% Charcoal/ 20% Natural Gray/ 60% Light Hurlington	Medium Broom Finish	Supplied by Contractor		2HS-02
2	Decorative concrete pavers	Natural Gray	N/A	Tremron 904-359-5901	4"x12" Plank Paver	1HS-03
3	Paver soldier course	Natural Gray	N/A	Tremron 904-359-5901	4"x8"	1HS-03
4	Construct 1/2" wide tooled expansion joint	N/A	Fill all expansion joints with colored caulk to match adjacent concrete	Supplied by Contractor	Provide sample of caulk color to LA	3HS-02
5	Construct 1/4" wide, 1-1/2" tooled	N/A	N/A	Supplied by Contractor		3HS-02
6	Construct 6" x 12" concrete curb	Natural Gray	Hard Rubbed Finish	Supplied by Contractor		2HS-02
Site Furnishings						
A	Bench	Black Powdercoat Tan Recycled Plastic Slats	N/A	Arcoa Furnishings 1-800-231-1327	Surface mount per manufacturer's specifications	2HS-03
B	Adirondack chairs	Assorted - To be approved by owner	N/A	Supplied by Contractor Cardtown Hammocks 1-305-293-0018	Match Phase 1C1	N/A
C	Hammocks	Assorted - To be approved by owner	N/A	Supplied by Contractor KOMPAN, Inc. 1-800-716-7605	Or approved equal	3HS-03
D	Hammock posts	Black Powdercoat	N/A			
E	Fitness equipment	Natural Wood	N/A	Elkay 1-833-574-8484	Robina Fitness Equipment	N/A
F	Drinking fountain with bottle fill	Black	N/A		Item #LK420BF1U	4HS-03

PLANS PREPARED UNDER THE
DIRECTION OF:

DANIEL ASHWORTH, JR., P.E.
P.L.A.
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Fort Lauderdale, FL 33304
PH: 954.584.1111
FAX: 954.584.1112
E: daniel.ashworth@etm-inc.com

REVISIONS:

EW NO. 19-238-01-018
DRAWN BY: D.A.A.
DESIGNED BY: D.A.A.
CHECKED BY: K.M.S.
DATE: JULY 2021

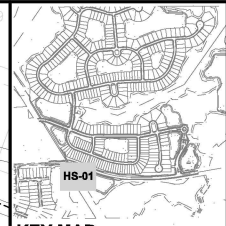
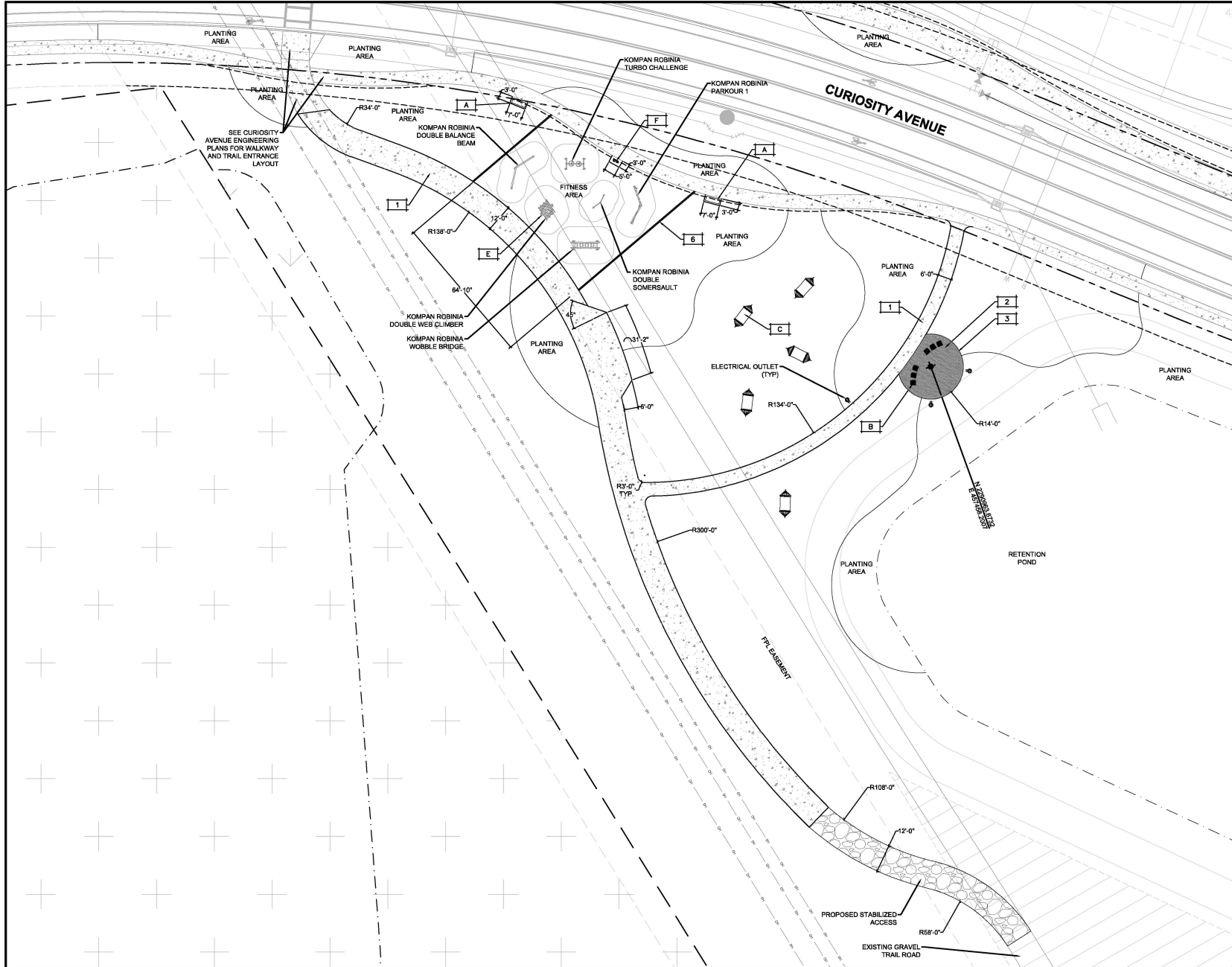
ETM
INCORPORATED
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PH: 954.584.1111
FAX: 954.584.1112
E: daniel.ashworth@etm-inc.com

HARDSCAPE SPECIFICATIONS AND
NOTES
WILDLIGHT FDP #3 - CURIOSITY AVENUE
RAYDEN PLACES + PROPERTIES

DRAWING NUMBER
HS-00

PLOTTED: August 18, 2021
PLOTTER: HP DesignJet T1200

EXHIBIT C



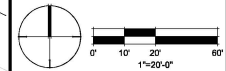
KEY MAP

N.T.S.

Hardscape	
Symbol	Construct
1	Construct 4" thick natural gray concrete walk on compacted sub base
2	Decorative concrete pavers
3	Paver soldier course
4	Construct 1/2" wide tooled expansion joint
5	Construct 1/4" wide, 1-1/2" tooled deep control joint
6	Construct 6" x 12" concrete curb

Site Furnishings

A	Bench
B	Adirondack chairs
C	Hammocks
D	Hammock posts
E	Fitness equipment
F	Drinking fountain with bottle fill



DIRECTION OF:

PLOTTED: August 19, 2021 - 10:16 AM, BY: Daniel Ashworth, Jr.
DANIEL ASHWORTH, JR., PLA
L.A. NUMBER: LA 666839

RAW BY: D A A	
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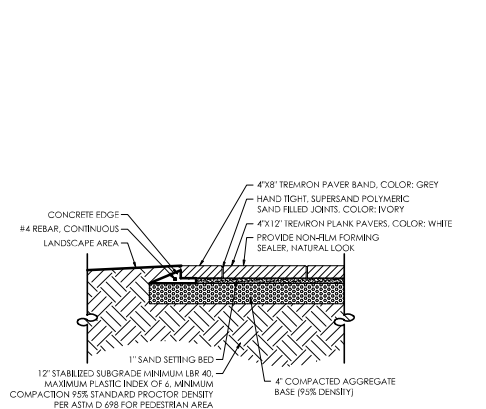
England-Thimo & Miller, Inc.
4475 Old St. & Commercial Road

2011

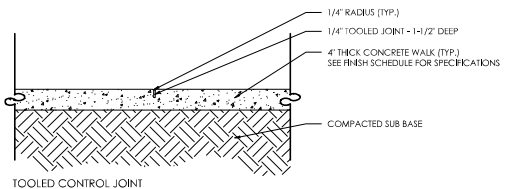
HARDSCAPE PLAN

DRAWING NUMBER
HS-01

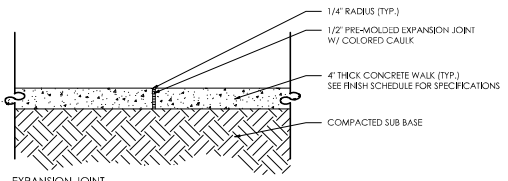
EXHIBIT C



1 PAVERS SECTION
SCALE: 1/4\"/>

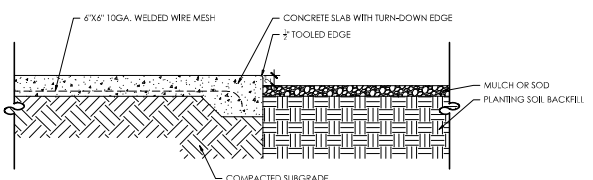
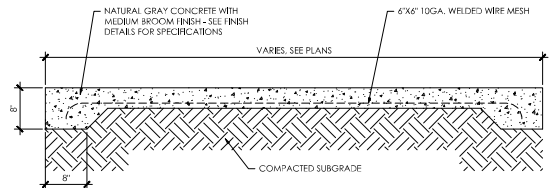


TOOLED CONTROL JOINT

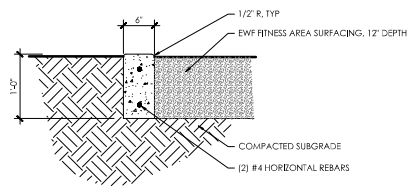


EXPANSION JOINT

3 SIDEWALK JOINTS DETAIL
SCALE: 1/4\"/>



2 SIDEWALK DETAIL
SCALE: 1/4\"/>



4 CONCRETE CURB DETAIL
SCALE: 1/4\"/>

PLANS PREPARED UNDER THE DIRECTION OF: DANIEL ASHWORTH, JR., P.E. L.S. 26348 AND P.E. DONALD ARNHEIM, A.E.	
REVISIONS	
REV. NO.	19-239-01-018
DRAWN BY:	D.A.A.
DESIGNED BY:	D.A.A.
CHECKED BY:	K.M.S.
DATE:	JULY 2021
ETM VISION • EXPERIENCE • RESULTS	
HARDSCAPE DETAILS WILDLIGHT PDP #3 • CURIOSITY AVENUE RAYDIENT PLACES + PROPERTIES	
DRAWING NUMBER HS-02	

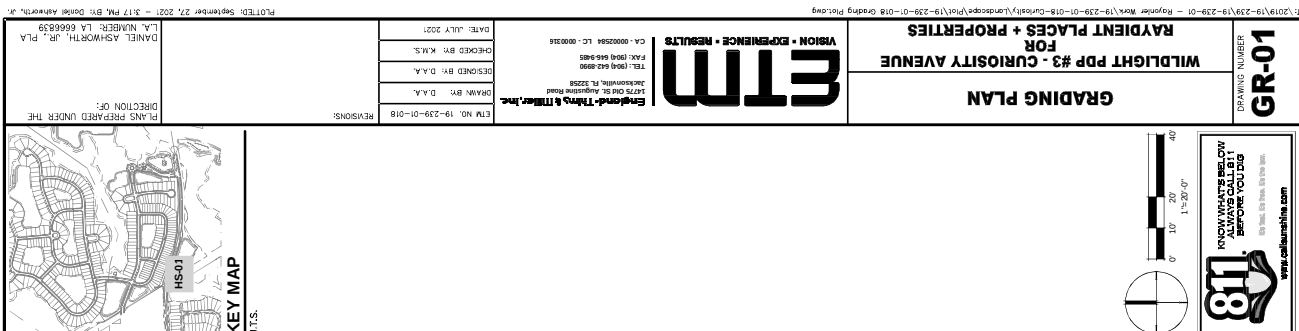


EXHIBIT D
GENERAL 2 - INSURANCE FORM

Contractor must have proof of insurance. Purchaser requirements are as follows:

Additional Insured:

Rayonier Inc., ORM Timber Fund II (REIT), Inc., their subsidiaries and subsidiaries thereof
1 Rayonier Way
Wildlight, FL 32097

General Liability (Including: Aircraft Liability Insurance, if applicable, Product Liability/ Completed Operations, Contractual Liability)		
	Each Occurrence	\$ 1,000,000
Damage to Rented Premises (Each Occurrence)		\$
Med Exp (Any one person)		\$
Personal & Adv Injury		\$ 1,000,000
General Aggregate		\$ 1,000,000
Products – Comp/Op Agg		\$ 1,000,000
Automobile Liability (Including Owned, Non-Owned and Hired Vehicles)		
Combined Single Limit (Ea accident)		\$ 500,000
		\$1,000,000 for Washington State Department of Natural Resources, where RTRS or RFR is the buyer or permittee, the auto liability requirement as required by the State
Bodily Injury (Per person)		\$
Bodily Injury (Per accident)		\$
Property Damage (Per accident)		\$
Worker's Compensation	WC Statutory Limits	Statutory
Employer's Liability (1)	Each Accident	\$ 100,000
	Disease (Ea Employee)	\$ 100,000
	Disease (Policy Limit)	\$ 100,000
Loggers Broad Form (Required for forestry) (Logging and Lumbering or Fire and Overcut)	Each Occurrence	\$ 1,000,000

Note: The foregoing minimum levels of liability insurance may be evidenced by a primary insurance policy on or by the combination of primary and umbrella (excess) liability policies.

Evidence of Compliance with Insurance Requirements

Prior to commencing Work or entering property or facilities of Purchaser, Contractor shall secure such insurance as necessary to comply with the foregoing requirements and will provide a Certificate of Insurance evidencing the policies in effect for the duration of the Agreement. Under the Professional Liability Insurance requirements, Architect's and Engineer's coverage will be endorsed to include contractual liability. The Certificate of Insurance will further evidence that **RAYONIER INC., ORM Timber Fund II (REIT), Inc., their subsidiaries and subsidiaries thereof** has been **NAMED AS AN ADDITIONAL INSURED** under the General Liability Policy, and that Purchaser will be given thirty (30) days written notice prior to cancellation or material change to any policy evidenced. If the General Liability coverage evidenced is written on a "Claims Made" basis, the certificate will so evidence along with stating the "Retroactive Date" contained in the policy. To be acceptable the "Retroactive Date" must be prior to the commencement of any contract with Purchaser. Waiver of Subrogation language for all policies shall be in favor of "Rayonier Inc., ORM Timber Fund II (REIT), Inc., their subsidiaries and subsidiaries thereof". Prior to commencing work, it is required that Rayonier be named as the certificate holder on the liability policies, ensure that broker/agent includes the following certificate holder language:

Rayonier Inc., ORM Timber Fund II (REIT), Inc., their subsidiaries and subsidiaries thereof
Insurance Compliance
PO Box 100085 - R7
Duluth, GA 30096

Please email copies of certificates of insurance to: rayonier@ebix.com

IMPORTANT

No contractor or company shall commence Work or enter upon the property or facilities of Purchaser, its Division or Subsidiaries, until a Certificate of Insurance as above discussed has been received by Purchaser.

(1) If covered by Washington L&I for workers' compensation, "Stop Gap" coverage must be provided to meet the employer's liability requirement

**CONSTRUCTION AGREEMENT
COST PLUS with GUARANTEED MAXIMUM PRICE**

Exhibit "E"

Unit Prices, Pricing Index, and Allowances

N/A

**CONSTRUCTION AGREEMENT
COST PLUS with GUARANTEED MAXIMUM PRICE**

Exhibit "F"

Construction Schedule

N/A

**CONSTRUCTION AGREEMENT
COST PLUS with GUARANTEED MAXIMUM PRICE**

Exhibit "G"

Draw Schedule

N/A

**CONSTRUCTION AGREEMENT
COST PLUS with GUARANTEED MAXIMUM PRICE**

Exhibit "H"

Schedule of Values

EXHIBIT H

12/01/2021
2021-126REV1
*** Chad

7:38
Curiosity Park Revision 1

BID TOTALS

<u>Biditem</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
Mobilization and Site Prep					
1010	Site Preparation	1.000	LS	3,875.01	3,875.01
1020	Survey Calc & Setup	1.000	LS	1,075.20	1,075.20
Mobilization and Site Prep Subtotal					\$4,950.21
Erosion and Sediment Control					
2010	Layout for Silt Fence	1.000	LS	358.40	358.40
2020	Silt Fence	1,500.000	LF	0.92	1,380.00
2040	Erosion and Sediment Control	1.000	LS	10,087.09	10,087.09
Erosion and Sediment Control Subtotal					\$11,825.49
Earthwork					
3010	Layout for Earthwork	1.000	LS	2,867.20	2,867.20
3020	Compaction Testing	1.000	LS	1,433.60	1,433.60
3030	Strip Site	450.000	CY	5.17	2,326.50
3040	Balance Site	57.000	CY	43.75	2,493.75
3050	Fill Site	2,084.000	CY	2.40	5,001.60
3060	Rough Grade Site	5,633.000	SY	0.63	3,548.79
3070	As-Builts	1.000	LS	960.00	960.00
Earthwork Subtotal					\$18,631.44
Site Improvements					
4010	Layout for Site Improvements	1.000	LS	1,433.60	1,433.60
4020	Roadway Testing	1.000	LS	6,195.20	6,195.20
4030	Asphalt Path	686.000	SY	48.14	33,024.04
4040	4" Concrete Sidewalk	192.000	SY	50.99	9,790.08
4050	4" Concrete Pads	6.000	SY	307.15	1,842.90
4060	6" Header Curb	111.000	LF	25.60	2,841.60
4070	Machine Dress Pond Slopes	160.000	SY	2.96	473.60
4080	Machine Dress Site	4,899.000	SY	0.95	4,654.05
4090	Sod Pond Slopes	156.000	SY	3.20	499.20
4100	As-Builts	1.000	LS	960.00	960.00
Site Improvements Subtotal					\$61,714.27
Storm Drainage					
5010	Layout for Storm Drainage	1.000	LS	716.80	716.80
5020	Compaction Testing	1.000	LS	291.84	291.84
5030	Trench Safety	1.000	LS	1,677.76	1,677.76
5040	Dewatering	1.000	LS	4,571.76	4,571.76
5050	6" HDPE Pipe (0-4)	80.000	LF	18.07	1,445.60
5060	8" HDPE Pipe (0-4)	100.000	LF	21.22	2,122.00

EXHIBIT H

12/01/2021
2021-126REV1
*** Chad

7:38
Curiosity Park Revision 1

BID TOTALS

<u>Biditem</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
5070	8" HDPE Pipe (4-6)	80.000	LF	21.22	1,697.60
5080	Yard Drain (Concrete)	2.000	EA	2,741.51	5,483.02
5090	Cleanout Assembly	1.000	EA	1,072.97	1,072.97
5100	Mitered End Section	1.000	EA	1,507.25	1,507.25
5110	As-Builts	1.000	LS	640.00	640.00

Storm Drainage Subtotal	\$21,226.60
-------------------------	-------------

Curiosity Park Total	\$118,348.01
----------------------	--------------

**Notes:

Items in italics are Non-Additive.

**CONSTRUCTION AGREEMENT
COST PLUS with GUARANTEED MAXIMUM PRICE**

Exhibit "I"

Contractor's W-9

On file

CONSTRUCTION AGREEMENT COST PLUS with GUARANTEED MAXIMUM PRICE

Exhibit "J"

Application for Payment

Sample

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE 1 OF 2 PAGES

TO OWNER/
AGENT

PROJECT:

APPLICATION NO:

Distribution to:

☒	OWNER
☐	ARCHITECT
☒	CONTRACTOR
☐	
☐	

FROM CONTRACTOR:

VIA ARCHITECT:

PERIOD TO:

PROJECT NOS:

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$ _____
2. Net change by Change Orders \$ _____
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ _____
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ _____
5. RETAINAGE:
 - a. 10 % of Completed Work \$ _____
(Column D + E on G703)
 - b. % of Stored Material \$ _____
(Column F on G703)
Total Retainage (Lines 5a + 5b or
Total in Column I of G703) \$ _____
6. TOTAL EARNED LESS RETAINAGE \$ _____
(Line 4 Less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ _____
8. CURRENT PAYMENT DUE \$ _____
9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ _____
(Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order		\$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: _____

State of: Florida County of: _____
Subscribed and sworn to before me this XXth day of XXXX
Notary Public:
My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)
ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION - AIA - ©1992

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

CONSTRUCTION AGREEMENT COST PLUS with GUARANTEED MAXIMUM PRICE

Exhibit "J"

Application for Payment Cont.

Sample

[illegible]

**CONSTRUCTION AGREEMENT
COST PLUS with GUARANTEED MAXIMUM PRICE**

Exhibit "K"

Unconditional Waiver and Release of Lien

**SUBCONTRACTOR/SUPPLIER UNCONDITIONAL
WAIVER AND RELEASE UPON FINAL PAYMENT**

STATE OF _____)
)SS
COUNTY OF _____)

In person before the undersigned officer duly authorized to administer oaths, appeared an officer of _____ (name of Subcontractor) (the "Subcontractor"), who has subcontracted with _____ (name of entity contracting with the undersigned) to furnish _____ (scope of materials, labor and services) for the construction of improvements known as _____ (the "Project"), which is owned by _____ ("Owner") and located at _____, Florida, (the "Property").

Upon the receipt of the sum of \$ _____, as full and final payment for all work performed by Subcontractor in connection with the Project, Subcontractor waives and releases any claims it has or may have against Contractor and its surety, Owner and Wildlight LLC arising out of or relating to all labor, materials, and services provided by or through Subcontractor in connection with the Project.

Given under hand and seal this _____ day of _____, 20____.

_____ (SEAL)
(Name of Subcontractor)
By: _____
Its: _____

CONSTRUCTION AGREEMENT COST PLUS with GUARANTEED MAXIMUM PRICE

Exhibit "L"

Waiver and Release of Lien upon Progress Payment

**SUBCONTRACTOR/SUPPLIER WAIVER AND
RELEASE OF CLAIMS UPON PROGRESS PAYMENT**

STATE OF _____)
)
COUNTY OF _____)

In person before the undersigned officer duly authorized to administer oaths, appeared an officer of _____ (name of Subcontractor) (the “Subcontractor”), who has subcontracted with A.J. Johns, Inc, LLC to furnish _____ (scope of materials, labor and services) for the construction of improvements known as _____ (the “Project”), which is owned by Wildlight LLC (“Owner”) and located at _____, Florida (the “Property”).

Upon the receipt of the sum of \$ _____, Subcontractor waives and releases any claims it has or may have against Contractor and its surety, Owner, Wildlight LLC, or their successors by merger, arising out of or relating to all labor, materials, and services provided by, through, or at the instance of Subcontractor in connection with the Project through the date of _____, excluding only retainage and those claims timely noticed, properly made, and specifically identified and reserved below. Identification of a claim previously waived or released shall not revive such claim.

Given under hand and seal this _____ day of _____, 20__.

_____(SEAL)
Name: (Name of Subcontractor)
By: _____
Its: _____

STATE OF _____)

COUNTY OF _____)

Sworn to before me and subscribed in my presence this _____ day of _____, 2017

Notary Public
My commission expires: _____

CONSTRUCTION AGREEMENT COST PLUS with GUARANTEED MAXIMUM PRICE

Exhibit "L"

Waiver and Release of Lien upon Progress Payment Cont.
CONTRACTOR WAIVER AND RELEASE UPON PROGRESS PAYMENT

STATE OF _____)
)
COUNTY OF _____)

In person before the undersigned officer duly authorized to administer oaths, appeared an officer of A.J. Johns, Inc (the “Contractor”), who has contracted with Wildlight LLC (“Owner”) to furnish general contracting services for the construction of improvements known as _____ (the “Project”), which is located at _____, Florida (the “Property”).

Upon the receipt of the sum of \$ _____, Contractor waives and releases any and all liens, claims of lien, and claims it has or may have against Owner, or their successors by merger, arising out of or relating to all labor, materials, and services provided by, through, or at the instance of Contractor in connection with the Project through the date of _____, excluding only retainage and those claims timely noticed, properly made, and specifically identified and reserved below. Identification of a claim previously waived or released shall not revive such claim.

Given under hand and seal this _____ day of _____, 20__.

_____(SEAL)
A.J. Johns, Inc
By: _____
Its: _____

STATE OF _____)
COUNTY OF _____)

Sworn to before me and subscribed in my presence this _____ day of _____, 2017

Notary Public
My commission expires:

CONSTRUCTION AGREEMENT COST PLUS with GUARANTEED MAXIMUM PRICE

Exhibit "M"

Contractor's Progress Payment Affidavit

Directions: [All of the following steps MUST be completed to assure that this form is effective]:

Delivery method: Contractor delivers to Owner when Contractor is given progress payment for all work and materials provided to the Property.

CHECK ONCE COMPLETED:

- G First Paragraph - Print name of person executing Affidavit (the "Affiant")
- G Item 1 - Fill in the title of Affiant and name of Contractor
- G Item 2 - Fill in the complete legal description
- G Item 3 - Fill in amount of progress payment
- G Item 6 - Fill in amount of most recent progress payment
- G Have Contractor's officer (i) sign; (ii) print his/her name; (iii) state his/her title; and (iv) date
- G Have two (2) different people witness the signature (print and execute their names)
- G Have signature notarized

ALL BLANKS MUST BE FILLED IN COMPLETELY AND CORRECTLY

CONSTRUCTION AGREEMENT COST PLUS with GUARANTEED MAXIMUM PRICE

CONTRACTOR'S PROGRESS PAYMENT AFFIDAVIT

STATE OF FLORIDA)
) SS:
COUNTY OF _____)

BEFORE ME, the undersigned authority, personally appeared _____
 _____ ("Affiant") who, being duly sworn according to law, deposes and says the following:

1. Affiant is the _____ (title) of _____ (company name) ("Contractor").

2. Pursuant to a contract with Owner, Contractor has performed and will perform work and labor, and/or furnished and will furnish materials, for the purpose of improving the real property owned by _____ (“Owner”), located in _____ County, Florida (“Property”), and legally described as _____
:

SEE LEGAL DESCRIPTION ATTACHED

3. This affidavit is executed and delivered for the purpose of obtaining a progress payment in the amount of \$_____.

4. All lienors engaged by Contractor in connection with the Property have been paid in full, except for the following listed lienors (if no lienors are listed, there are none):

<u>NAME OF LIENOR</u>	<u>AMOUNTS DUE OR TO BECOME DUE</u>

5. Contractor will disburse the requested progress payment to satisfy Contractor's current obligations to all lienors engaged by Contractor in connection with the Property as follows:

<u>NAME OF LIENOR</u>	<u>AMOUNT TO BE PAID</u>
_____	_____

6. The most recent progress payment of \$_____ previously received by Contractor was disbursed by Contractor to satisfy Contractor's then current obligations to all lienors engaged by Contractor in connection with the Property as follows:

<u>NAME OF LIENOR</u>	<u>AMOUNT PAID</u>

Partial (or final, as the case may be) waivers of lien from each of the foregoing lienors are attached hereto.

FURTHER AFFIANT SAYETH NAUGHT.

CONSTRUCTION AGREEMENT COST PLUS with GUARANTEED MAXIMUM PRICE

Exhibit "M" Continued

Witnesses:

Print Name: _____

Print Name: _____

AFFIANT:

Company Name: _____

By: _____

Name: _____

Title: _____

Date: _____

STATE OF FLORIDA)

_____)SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 200__, by
_____ who is personally known to me or has produced
_____ as identification and did (did not) take an oath.

My Commission Expires:

Notary Public

PARTIAL (OR FINAL) WAIVER LIEN (copies attached)

CONSTRUCTION AGREEMENT COST PLUS with GUARANTEED MAXIMUM PRICE

Exhibit "N"

WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

The undersigned lienor, in consideration of the final payment in the amount of \$_____ dollars, on check number _____ hereby waives, releases, remises and relinquishes its lien and any and all right to claim of lien or liens for labor, services or materials furnished, or any kind of class of lien whatsoever to A.J. Johns, Inc on the job of Wildlight LLC to the following described property:

Dated this _____ day of _____, _____ at _____, Florida.

By: _____
Name: _____
Title: _____

STATE OF FLORIDA)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, _____, by _____, on behalf of the company/individual/partnership. He/She is personally known to me or provided _____ as identification.

My Commission Expires:

Notary Public

CONSTRUCTION AGREEMENT COST PLUS with GUARANTEED MAXIMUM PRICE

Exhibit "O"

CONTRACTOR'S FINAL AFFIDAVIT AND RELEASE OF LIEN

(To be used for all lienors that are in direct contract/privity with owner,
including general contractors and professional lienors)

Purpose: To ensure that the general contractor and all persons engaged by the general contractor who furnished services, labor or materials used in improving the Property have been paid. To obtain a release by the general contractor of all lien rights in consideration of **FINAL** payment.

Why to use this form? Protects Owner from a general contractor who has not paid its subcontractors or suppliers. Protects Owner inasmuch as the lienor releases their lien rights on a certain piece of property.

Directions: [All of the following steps **MUST** be completed to assure that this form is effective]:

Delivery method: Contractor delivers to Owner when Contractor is given **FINAL** payment for all work and materials provided to the Property.

CHECK ONCE COMPLETED:

- G (A) Fill in County where real property is located
- G (B) Fill in name of person executing Affidavit (the "Affiant")
- G (C) Fill in the title of Affiant
- G (D) Fill in company name of Contractor - MAKE SURE THIS IS THE FULL NAME (e.g., ABC Construction is not enough, FULL LEGAL name must be included: ABC Construction of Duval, Inc.)
- G (E) Fill in name of Owner (see "Entity Ownership Schedule" attached hereto as **Addendum A** for appropriate information)
- G (F) Fill in County where real property is located
- G (G) Fill in COMPLETE legal description of real property -
Option 1: typically used for subdivision improvements when work affects entire parcel; or
Option 2: typically used for improvements affecting a specific lot within a Project.
- G (H) Fill in name of any subcontractors, sub-subcontractors, laborers, suppliers, materialmen, etc. not yet paid by lienor and amounts due thereto
- G (I) Fill in FINAL payment amount
- G (J) Fill in date
- G (K) Fill in company name of lienor on line for Company Name - MAKE SURE THIS IS THE FULL NAME (e.g., ABC Construction is not enough, FULL LEGAL name must be included: ABC Construction of Duval, Inc.)
- G (L) Have an officer of lienor (i) sign; (ii) print his/her name; (iii) print his/her title; and (iv) print full address of lienor
- G (M) Have two (2) different people witness the signature and have each witness sign and print their respective names underneath their signature
- G (N) Notarize - insert county of execution, date of execution, name of officer of lienor, sign and insert commission expiration date.
- G Schedule 1: Attach: (i) a list of all persons, firms, and corporations engaged by lienor who have furnished services, labor, materials, or other items used in improving the Property and the total amounts paid to each; and (ii) final waivers of lien from each of the foregoing.

ALL BLANKS MUST BE FILLED IN COMPLETELY AND CORRECTLY

CONSTRUCTION AGREEMENT COST PLUS with GUARANTEED MAXIMUM PRICE

Exhibit "O" Continued

FINAL AFFIDAVIT AND RELEASE OF LIEN

STATE OF FLORIDA

COUNTY OF (A)

BEFORE ME, the undersigned authority, personally appeared (B)
("Affiant"), who, after being by me duly sworn according to law, deposes and says of his personal knowledge the following:

1. Affiant is the (C) of (D) ("Contractor"), which does business in the State of Florida.

2. Pursuant to a Contractor's Agreement (the "Contract") between Owner and Contractor, Contractor has performed work and labor, and/or has furnished materials, for the purpose of improving the real property (the "Property") owned by (E) ("Owner"), located in (F) County (the "County"), Florida, ("State") and legally described as:

(G) Option 1: PARCEL: _____, PLAT NAME: _____
AS RECORDED IN PLAT BOOK: _____ PAGE: _____ OF THE PUBLIC
RECORDS OF THE COUNTY AND STATE.

Option 2: LOT ____, BLOCK ____, SECTOR(S) ____, PARCEL(S) ____, ACCORDING TO THE PLAT
THEREOF, AS RECORDED IN PLAT BOOK ____, PAGE ____, OF THE PUBLIC RECORDS OF
THE COUNTY AND STATE.

3. The Affiant makes this Final Affidavit and Release of Lien, pursuant to Chapter 713, Florida Statutes, for the express purpose of inducing the Owner to make final disbursement and payment to the Contractor under the Contract.

4. Contractor represents to Owner that all work to be performed under the Contract has been fully completed and that all persons, firms, and corporations engaged by Contractor who have furnished services, labor, materials, or other items used in improving the Property have been paid in full. A list of all such persons, firms and corporations and the total amounts paid to each are attached hereto as **Schedule 1** and final waivers of lien from each are also attached hereto. The Contractor has received full and final payment required under the Contract for all work and labor performed, and/or all materials furnished in, to, or about the construction of any building or buildings situated on, or otherwise improving, the Property.

5. There are no persons, firms or corporations engaged by Contractor to improve the Property who have not been paid in full for work done, except those (and for the amounts) listed below (if no exceptions are listed below, there are none):

NAME (H)

AMOUNTS DUE

6. The Contractor hereby expressly agrees to indemnify and save Owner, and all of its directors, officers, partners, representatives and agents, harmless from any and all costs and expenses, including reasonable

CONSTRUCTION AGREEMENT COST PLUS with GUARANTEED MAXIMUM PRICE

attorneys' fees, arising out of claims by any laborer, materialmen or subcontractor that they have not been paid for services and/or materials furnished by or through the Contractor in connection with the Property.

Exhibit "O" Continued

7. In consideration of the final payment to Contractor of \$(I) and all other previous payments paid by Owner to Contractor, the undersigned does hereby for and in behalf of the Contractor hereby waive, release and relinquish the Contractor's right to any claim or demand or right to impose a lien or liens for work done or services or materials furnished or any other class of lien whatsoever by Contractor on the job of Owner to the Property.

FURTHER AFFIANT SAYETH NAUGHT.

Signed sealed and delivered this (J) day of _____, ____.

Witnesses:

Company Name (K)

(M) _____

Print Name:

By: (L) _____

Name: _____

Title: _____

(M) _____

Print Name:

Address: _____

STATE OF FLORIDA

COUNTY OF _____

(N) The foregoing instrument was acknowledged before me this _____ day of _____, ____ by _____, who is personally known to me or has produced _____ as identification and did (did not) take an oath.

Signature of Notary Public

My Commission Expires:

CONSTRUCTION AGREEMENT COST PLUS with GUARANTEED MAXIMUM PRICE

SCHEDULE 1

Persons Paid in Full and Amounts Paid

CONSTRUCTION AGREEMENT COST PLUS with GUARANTEED MAXIMUM PRICE

Exhibit "P" CHANGE ORDER

CONTRACTOR NAME: _____

CHANGE ORDER NO.: _____

DATE: _____

The Owner hereby gives the Contractor a Change Order for, and the Contractor agrees to provide and perform, the materials and Work described below:

SEE ATTACHED SCHEDULE A FOR DESCRIPTION OF WORK

Original Guaranteed Maximum Price	\$
Net Price Adjustments for Previous Change Orders - No. _____ through _____	\$
Adjusted Guaranteed Maximum Price through Change Order No. _____	\$
Net Price Adjustment for this Change Order No. _____	\$
Adjusted Guaranteed Maximum Price	\$

Original Contract Time (expiration date) _____	
Net Time Adjustments for Previous Change Orders - No. _____ through _____ (number of days) _____	
Adjusted Contract Time through Change Order No. _____ (expiration date) _____	
Net Time Adjustment for this Change Order No. _____ (number of days) _____	
Adjusted Contract Time (expiration date) _____	

Any funds payable to the Contractor hereunder are hereby declared to constitute trust funds in the hands of the Contractor to be first applied to the payment of Subcontractors, laborers and materialmen, and other cost of construction pursuant to law.

The total amount of this Change Order includes all applicable taxes, insurance, bond, delivery, supervision overhead, profit, labor, labor impact, materials, changes, delays, acceleration, cumulative impact, and inefficiency, or any claims therefore, and the Contractor hereby waives any and all claims for such items associates with or related to the Work covered by this Change Order to the extent not set forth herein.

This Change Order represents the entire and integrated agreement between the parties with respect to the Changes set forth herein. This Change Order supersedes all prior negotiations, agreements, understandings, and qualifications, for this change in scope; but this change Order and the Work contemplated herein is, except as otherwise specifically provided herein, subject to all the terms and conditions of the Contract Documents including, without limitation, those concerning payment.

OWNER:

CONTRACTOR:

Authorized Signature

Print Name: _____

Title: _____

Authorized Signature

Print Name: _____

Title: _____

CONSTRUCTION AGREEMENT COST PLUS with GUARANTEED MAXIMUM PRICE

Date: _____

Date: _____

SCHEDULE (A)

CHANGE ORDER

DESCRIPTION OF WORK

CONTRACTOR NAME: _____

CHANGE ORDER NO.: _____

DATE: _____

Item

Description

Value

CONSTRUCTION AGREEMENT COST PLUS with GUARANTEED MAXIMUM PRICE

Exhibit "Q"
FIELD

DIRECTIVE

TO:
ATTN:

DATE:

PROJECT:

DIRECTIVE NO.:

ATTACHMENTS:

DESCRIPTION: _____

Subcontractor Total	\$-
Overhead @ 5%	\$-
Profit @ 5%	\$-
Bond @ .75%	\$-
TOTAL	\$-

Pursuant to Paragraph 24 of the, Owner directs Contractor as follow:

A. Owner does not authorize Contractor to proceed with the described proposed Changes to the Work. Contractor will submit a Proposal to Owner in conformance with Article 22 of the Agreement within (____) days from the date of this Field Directive. Contractor's Proposal will include all applicable quantities by unit, a detailed, itemized breakdown of all additions and credits to the Cost of the Work allowed under Section 22.2 of the Agreement to fully perform the proposed Changes to the Work; and any proposed adjustment to the Contract Time and Milestones. Owner will issue either a Change Order or an amended Field Directive to Contractor in the event Owner elects to accept the proposed adjustments to the Contract Price and Contract Time.

B. Owner directs Contractor to proceed with the described Changes to the Work for an ☐ increase or ☐ decrease to the Contract Price in the amount of \$_____, which will be formally memorialized by Owner's issuance of a Change Order to Contractor. Notwithstanding the foregoing, Contractor will provide written notice of a claim to Owner in strict conformance with Article 51 of the Agreement and await further direction from Owner before proceeding with the Changes to the Work in the event that Contractor does not agree to such adjustment.

C. Owner directs Contractor to proceed immediately with the described Changes to the Work, and to submit a Proposal to Owner in conformance with Article 22 of the Agreement within (____) days from the date of this Field Directive. Contractor's authorization to proceed under this Field Directive ☐ IS or ☐ IS NOT subject to a maximum increase in the GMP of _____, which may be increased only by an amended Field Directive signed by

CONSTRUCTION AGREEMENT COST PLUS with GUARANTEED MAXIMUM PRICE

Owner's representative. Contractor's Proposal will include all applicable quantities by unit; a detailed, itemized breakdown of all additions and credits to the Cost of the Work allowed under Section 22.2 of the Agreement to fully perform the Changes to the Work; and ; and any proposed adjustment to the Contract Time and Milestones. Owner will issue a formal Change Order to Contractor when the Parties reach an agreement upon the adjustment to the Contract Price and Contract Time.

D. Owner directs Contactor to proceed immediately with the described Changes to the Work on a time and material basis for the actual Cost of the Work incurred by Contractor for those categories of Cost of the Work set forth in Section 22.2 of the Agreement. Contractor will maintain accurate time and material records. Contractor will submit all time tickets on a weekly basis to the Owner's representative for verification. Owner will issue a formal Change Order equal to the actual increased Cost of the Work and increased Contract Time attributable to the Changes to the Work based on the signed time tickets and material invoices, plus the Contractor mark-up as specified in Section 22.3 of the Agreement.

E. Owner directs Contractor to proceed immediately with the described work, with both Parties reserving their rights as to whether the described work above constitutes a Change to the Work. Contractor will maintain accurate time and material records based upon the categories of the Cost of the Work identified in Section 22.2 of the Agreement. Contractor will submit all time tickets on a weekly basis to the Owner's representative for verification. Owner and Contractor will resolve their dispute with respect to the described work in conformance with Article 51 of the Agreement.

F. Owner directs Contractor to proceed immediately with the ☐ correction or ☐ removal and replacement of the described Work, which Owner has determined is defective. Contractor will provide written notice of a Claim in strict conformance with Article 51 of the Agreement in the event that Contractor believes in good faith that Owner's determination is incorrect. Contractor's notice will not excuse Contractor from promptly and diligently complying with this Field Directive.

All Work, including Changes to the Work, will be performed in conformance with the Contract Documents. All labor and material referenced above is subject to the applicable portions of the Contract Documents. All costs associated with the described Changes to the Work includes any and all time extensions arising out of or relating to the Field Directive, and therefor constitutes no change to the Contract Time. Contractor will coordinate all all Work in progress with the described Changes to the Work.

Comments: Contract Time and Milestones are not changed as a result of this Field Directive.

Approved:

Accepted:

Owner

Date

Contractor

Date

As-Built Certification And Request for Conversion to Operation Phase

Instructions: Complete and submit this page within 30 days of completion of the entire project, or any independent portion of the project, as required by the permit conditions. The operation phase of the permit is effective when the construction certification for the entire permit/application is approved by the Agency. If the final operation and maintenance entity is not the permittee, the permittee shall operate the project, system, works, or other activities temporarily until such time as the transfer to the operation entity is finalized (use Form 62-330.310(2)).

Permit No: 139976-58

Application No:

Permittee: Wildlight

Project Name: Wildlight Parcel 7

Phase or Independent Portion (if applicable):

I HEREBY CERTIFY THAT (please check only one box):

- ☒ To the best of my knowledge, information, and belief, construction of the project has been completed in substantial conformance with the plans specifications and conditions permitted by the Agency. Any minor deviations will not prevent the project from functioning in compliance with the requirements of Chapter 62-330, F.A.C. Attached are documents to demonstrate satisfaction of the outstanding permit conditions, other than long term monitoring and inspection requirements.
- ☐ Construction of the project was NOT completed in substantial conformance with the plans and specifications permitted by the Agency. Any deviations or independent phasing will not prevent the project from functioning in compliance with the requirements of Chapter 62-330, F.A.C. (Contact the permitting agency to determine whether a modification of the permit will be required in accordance with Rule 62-330.315, F.A.C.) Attached is a description of substantial deviations, a set of as-built drawings, and documents to demonstrate satisfaction of the outstanding permit conditions, other than long term monitoring and inspection requirements.
- ☐ Construction of the project was NOT completed in substantial conformance with the plans and specifications permitted by the Agency. There are substantial deviations that prevent the project from functioning in compliance with the requirements of Chapter 62-330, F.A.C. I acknowledge that corrections to the project and/or a modification of the permit will likely be required, and that conversion to the operation phase cannot be approved at this time. As-built or record drawings reflecting the substantial deviations are attached.

For activities that require certification by a registered professional:

By: Neal J.D. Milligan Signature Neal J.D. Milligan(Print Name) 45951(Fla. Lic. or Reg. No.)

England-Thims & Miller Inc.(Company Name) 14775 Old St Augustine Rd, Jacksonville FL 32258(Company Address)

904-642-8990(Telephone Number)

MilliganN@etminc.com(Email Address)

AFFIX SEAL

2/1/24(Date)

For activities that do not require certification by a registered professional:

By: _____
Signature

(Print Name)

(Company Name)

(Company Address)

(Telephone Number)

(Email Address)

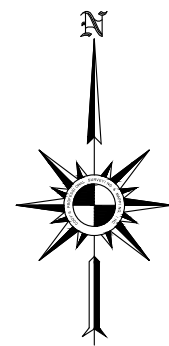
(Date)



Drawings and Information Checklist

Following is a list of information that is to be verified and/or submitted by the Registered Professional or Permittee:

1. All surveyed dimensions and elevations shall be certified by a registered Surveyor or Mapper under Chapter 472, F.S.
2. The registered professional's certification shall be based upon on-site observation of construction (scheduled and conducted by the registered professional of record or by a project representative under direct supervision) and review of as-built drawings, with field measurements and verification as needed, for the purpose of determining if the work was completed in accordance with original permitted construction plans, specifications, and conditions.
3. If submitted, the as-built drawings are to be based on the permitted construction drawings revised to reflect any substantial deviations made during construction. Both the original design and constructed condition must be clearly shown. The plans need to be clearly labeled as "as-built" or "record" drawings that clearly highlight (such as through "red lines" or "clouds") any substantial deviations made during construction. As required by law, all surveyed dimensions and elevations required shall be verified and signed, dated, and sealed by an appropriate registered professional. The following information, at a minimum, shall be verified on the as-built drawings and supplemental documents if needed:
 - a. Discharge structures - Locations, dimensions and elevations of all, including weirs, orifices, gates, pumps, pipes, and oil and grease skimmers;
 - b. Detention/Retention Area(s) – Identification number, size in acres, side slopes (h:v), dimensions, elevations, contours, or cross-sections of all, sufficient to determine stage-storage relationships of the storage area and the permanent pool depth and volume below the control elevation for normally wet systems,
 - c. Side bank and underdrain filters, or exfiltration trenches - locations, dimensions, and elevations of all, including clean-outs, pipes, connections to control structures, and points of discharge to receiving waters;
 - d. System grading - dimensions, elevations, contours, final grades, or cross-sections to determine contributing drainage areas, flow directions, and conveyance of runoff to the system discharge point(s);
 - e. Conveyance - dimensions, elevations, contours, final grades, or cross-sections of systems utilized to divert off-site runoff around or through the new system;
 - f. Benchmark(s) - location and description (minimum of one per major water control structure);
 - g. Datum- All elevations should be referenced to a vertical datum clearly identified on the plans, preferably the same datum used in the permit plans.
4. Wetland mitigation or restoration areas - Show the plan view of all areas, depicting a spatial distribution of plantings conducted by zone (if plantings are required by permit), with a list showing all species planted in each zone, numbers of each species, sizes, date(s) planted, and identification of source of material; also provide the dimensions, elevations, contours, and representative cross-sections depicting the construction.
5. A map depicting the phase or independent portion of the project being certified, if all components of the project authorized in the permit are not being certified at this time.
6. Any additional information or outstanding submittals required by permit conditions or to document permit compliance, other than long-term monitoring or inspection requirements.



07/08/2022--REVISED TO ETM COMMENTS
07/22/2022--REVISED TO ETM COMMENTS
08/24/2022--REVISED TO ETM COMMENTS AND ADDED
PONDS
09/06/2022--REVISED TO ETM COMMENTS
09/15/2022--REVISED TO ETM COMMENTS

- 1) THIS IS NOT A BOUNDARY SURVEY.
- 2) THE PURPOSE OF THIS SURVEY IS TO SHOW ONLY THE SPECIFIC INFORMATION AND IMPROVEMENTS (AS-BUILT) AS DIRECTED BY THE CLIENT.
- 3) THE RELATIVE LINEAR DISTANCE ACCURACY FOR THIS SURVEY EXCEEDS 1:10,000.
- 4) ALL MEASUREMENTS ARE IN U.S. STANDARD FEET AND WERE MADE WITH A THEODOLITE AND ELECTRONIC DISTANCE MEASURING DEVICE AND/OR STEEL TAPE.
- 5) THE UNDERSIGNED SURVEYOR HAS NOT BEEN PROVIDED A CURRENT TITLE OPINION OF MATTERS AFFECTING THE TITLE TO OR BOUNDARY OF THE SUBJECT PROPERTY. IT IS POSSIBLE THAT THERE ARE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES.
- 6) THIS IS A COPYRIGHTED DOCUMENT; NO PORTION OF IT MAY BE REPRODUCED, WHOLLY OR IN PART, WITHOUT THE EXPRESSED WRITTEN PERMISSION OF CODY'S PROFESSIONAL SURVEYING AND MAPPING, INC.
- 7) THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER SHOWN HEREON.
- 8) THE REFERENCE BENCHMARK AS SHOWN HEREON IS ELEV. (25.28) IS A SET NAIL AND DISK IS LOCATED ON THE CORNER INTERSECTION OF CIVIC WAY AND WATOMA STREET IS BASED ON N.A.V.D. VERTICAL DATUM OF 1988, WAS SUPPLIED BY THE CLIENT AND NOT VERIFIED BY THIS FIRM.
- 9) ALL ELEVATIONS SHOWN HEREON ARE BASED ON THE REFERENCE BENCH MARK.
- 10) BOUNDARY AND RIGHT OF WAY LINES ARE APPROXIMATE ONLY. ALL LINES SHOWN ARE PRIMARILY FOR GRAPHICAL AND REFERENCE INFORMATION AND COULD CHANGE UPON THE COMPLETION OF A BOUNDARY SURVEY.
- 11) REFERENCE COORDINATE INFORMATION BASED ON NAD 83 FLORIDA STATE PLANE COORDINATE SYSTEMS AS CURRENTLY ESTABLISHED BY THE NATIONAL GEODETIC SURVEY

N.T.S.

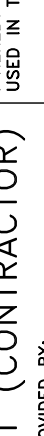
- ± – DENOTES PLUS OR MINUS
- AB – DENOTES AS-BUILT
- AL – DENOTES ARC LENGTH
- ALUM – DENOTES ALUMINUM
- BM – DENOTES BENCHMARK
- BOC – DENOTES BACK OF CURB
- CL – DENOTES CENTERLINE
- C# – DENOTES CURVE NUMBER
- C/L – DENOTES CENTERLINE
- CB – DENOTES CHORD BEARING
- CD – DENOTES CHORD DISTANCE
- CMP – DENOTES CORRUGATED METAL PIPE
- CO – DENOTES CLEAN OUT
- CONC – DENOTES CONCRETE
- D/W – DENOTES DRIVEWAY
- Δ – DENOTES DELTA ANGLE
- Ø – DENOTES DIAMETER
- E – DENOTES EASTING COORDINATE
- ELEV. – DENOTES ELEVATION
- EOP – DENOTES END OF PIPE
- EQP – DENOTES EDGE OF PAVEMENT
- ERCP – DENOTES ELLIPTICAL REINFORCED CONCRETE PIPE
- EX – DENOTES EXISTING
- EXIST – DENOTES EXISTING
- F/L – DENOTES FLOW LINE
- FFE – DENOTES FINISH FLOOR ELEVATION
- FM – DENOTES FORCE MAIN
- FNC – DENOTES FENCE
- FND – DENOTES FOUND
- GRND – DENOTES GROUND
- HDPE – DENOTES HIGH DENSITY POLY ETHYLENE
- ID – DENOTES IDENTIFICATION MARK
- INV. – DENOTES INVERT
- IP – DENOTES IRON PIPE

(D) – DENOTES DEED
L – DENOTES LEFT
LF – DENOTES LINEAR FEET
(M) – DENOTES FIELD MEASURED
MES – DENOTES MITERED END SECTION
MON – DENOTES MONUMENT
N – DENOTES NORTHING COORDINATE
N.G.V.D. – DENOTES NATIONAL GEODETIC VERTICAL DATUM
N.T.S. – DENOTES NOT TO SCALE
O/S – DENOTES OFFSET
OHL – DENOTES OVERHEAD LINE
OR – DENOTES OFFICIAL RECORDS BOOK
PC – DENOTES POINT OF CURVATURE
POB – DENOTES POINT OF BEGINNING
POC – DENOTES POINT OF COMMENCEMENT
PT – DENOTES POINT OF TANGENCY
PVC – DENOTES POLYVINYL CHLORIDE
(R) – DENOTES RECORD DEED
R – DENOTES RIGHT
R/W – DENOTES RIGHT OF WAY
RAD – DENOTES RADIUS
RCP – DENOTES REINFORCED CONCRETE PIPE
S – DENOTES SLOPE
SR – DENOTES STATE ROAD
SAN – DENOTES SANITARY
STA – DENOTES STATION
STD – DENOTES STANDARD
STM – DENOTES STORM PIPE
TBM – DENOTES TEMPORARY BENCHMARK
TOB – DENOTES TOP OF BANK
TOC – DENOTES TOP OF CURB
TOS – DENOTES TOE OF SLOPE
TYP – DENOTES TYPICAL
UD – DENOTES UNDER DRAIN
V – DENOTES VERTICAL
W/ – DENOTES WITH
W/O – DENOTES WITHOUT
WL – WATER LINE
WPP – DENOTES WOOD POWER POLE

AS-BUILT (CONTRACTOR) INFORMATION PROVIDED BY:		AS-BUILT (CONTRACTOR) INFORMATION PROVIDED BY:	
DATE: JULY 25, 2022		DATE: JULY 25, 2022	
COMPANY: BERMAL CONSTRUCTION, INC. ADDRESS: 10000 N. 15TH AVE. MAGNOLIA, FL 33555		COMPANY: BERMAL CONSTRUCTION, INC. ADDRESS: 10000 N. 15TH AVE. MAGNOLIA, FL 33555	
CONTRACTOR'S PHONE # (904) 289-3380		CONTRACTOR'S PHONE # (904) 289-3380	
CONTRACTOR'S SIGNATURE: <i>[Signature]</i>		CONTRACTOR'S SIGNATURE: <i>[Signature]</i>	
CONTRACTOR'S MAIL: JAVIER BERMAL CONTRACTOR'S STATE LICENSE NO: CHS1224415		CONTRACTOR'S MAIL: JAVIER BERMAL CONTRACTOR'S STATE LICENSE NO: CHS1224415	

PAVING AND DRAINAGE AS-BUILT FOR WIDELIGHT FOP#3-PARCEL 7		PROJECT NUMBER 21020	
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Cody's Professional Surveying & Mapping, Inc. (904) 696-8840 Phone (904) 696-8841 Fax P.O. Box 7540 Jacksonville, FL 32238			
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FLORIDA REGISTERED PROFESSIONAL ENGINEER ROY C. BARNES, JR. FL REGISTRATION NO. 6271			
---	--	---	--

IN ACCORDANCE WITH CHAPTER 971, FLORIDA STATUTES, I HEREBY CERTIFY THAT THE:		IN ACCORDANCE WITH CHAPTER 971, FLORIDA STATUTES, I HEREBY CERTIFY THAT THE:	
☐ WATER MAIN ☒ SEWAGE FORCE MAIN ☐ STORM & DRAINAGE ☒ UNDERGROUND CONNECTIONS ☐ POND OR LAKE ☐ RECLAIM MAIN		☐ WATER MAIN ☒ SEWAGE FORCE MAIN ☐ STORM & DRAINAGE ☒ UNDERGROUND CONNECTIONS ☐ POND OR LAKE ☐ RECLAIM MAIN	
ON THESE "AS-BUILT" DRAWINGS AND PLAN, THE MINIMUM TOLERANCE SHALL BE 1/8" PER CHARTER 17-025 OF THE STATE OF FLORIDA AS PER CHAPTER 971-17-025 AND ENGRINGMADE.COM/FLORIDA/USERS/NO. 6271		ON THESE "AS-BUILT" DRAWINGS AND PLAN, THE MINIMUM TOLERANCE SHALL BE 1/8" PER CHARTER 17-025 OF THE STATE OF FLORIDA AS PER CHAPTER 971-17-025 AND ENGRINGMADE.COM/FLORIDA/USERS/NO. 6271	

SEPTEMBER 15, 2022 FLORIDA L.B. # 7347		SEPTEMBER 15, 2022 FLORIDA L.B. # 7347	
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DATE OF SURVEY JANUARY 2022-MAY 2022		DATE OF SURVEY JANUARY 2022-MAY 2022	
---	--	---	--

FIELD BOOK & PAGE		FIELD BOOK & PAGE	
-------------------	--	-------------------	--

PARTY CHIEF		PARTY CHIEF	
-------------	--	-------------	--

DEL		DEL	
-----	--	-----	--

SHEET NO. 1		OF 18	
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This is a detailed site plan for a development project, divided into Phase 1 and Phase 2. The plan shows a central 'AMENITY CENTER' located between the two phases. Phase 1 is on the left, and Phase 2 is on the right. The plan includes numerous roads, parking areas, and building footprints. A north arrow is located in the upper left corner, and a graphic scale bar is in the lower left corner. The scale bar indicates distances in feet, with 1 inch equal to 100 feet. The plan also shows various landscaping elements and utility lines.

1. SEE COVER SHEET FOR NOTES AND LEGEND
2. THIS PAGE NOT VALID WITHOUT COVER SHEET

PHASE 1

PHASE 2

AMENITY CENTER

GRAPHIC SCALE
(IN FEET)
1" = 100 ft

PHASE 2

Cody's Professional
Surveying &
Mapping, Inc.

(904) 696-8840
 (904) 696-8840
 P.O. Box 100
 Jacksonville, Florida, 32202

ROY T. FLOWERS, JR.
FL REGISTRATION NO. 6271
JUNE 21, 2022
FLORIDA L.B. # 7347

IN ACCORDANCE WITH CHAPTER 471, FLORIDA STATUTES, I HEREBY CERTIFY THAT THE:

☒ PAVEMENT	_____ WATER MAIN
☒ CURB & GUTTER	_____ SANITARY SEWER
☒ STORM & DRAINAGE	_____ SEWAGE FORCE MAIN
☒ UNDERDRAIN CONNECTIONS	_____ SEWAGE LIFT STATION
☒ POND OR LAKE	_____ RECLAIM MAIN

ARE AT THE HORIZONTAL AND VERTICAL LOCATIONS AS SHOWN ON THESE "AS-BUILT" DRAWINGS, AND MEET THE MINIMAL TECHNICAL STANDARDS FOR SURVEYING AND MAPPING IN THE STATE OF FLORIDA AS PER CHAPTER 39-J-17,051, AND 39-J-17,052, F.A.C. AND THAT THERE ARE NO ANY ENCROACHMENTS OR VIOLATIONS OF THE EASEMENTS OR RIGHT-OF-WAY.

ROY L. FLOWERS, JR. FLORIDA PLS. NO. 6271

PARTY CHIEF	CAD TECH
	DEL
FIELD BOOK & PAGE	
DATE OF SURVEY	
JANUARY 2022–MAY 2022	

PROJECT NUMBER		PAVING AND DRAINAGE AS-BUILT FOR WILDLIGHT PDP#3--PARCEL 7	
21020			
SHEET NO.			
2			
OF			
18			

AS-BUILT (CONTRACTOR)

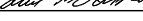
INFORMATION PROVIDED BY:

DATE: JULY 25, 2022

COMPANY: BURNHAM CONSTRUCTION, INC.

ADDRESS: 11413 ENTERPRISE EAST BLVD.
MACCLENNY, FL 32063

PHONE #: (904) 259-5380

CONTRACTOR'S SIGNATURE: 

CONTRACTOR'S NAME: DAVID BURNHAM

CONTRACTOR'S STATE LICENSE NO.: CUC1224415

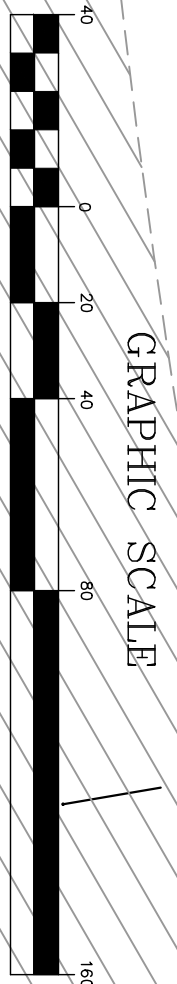
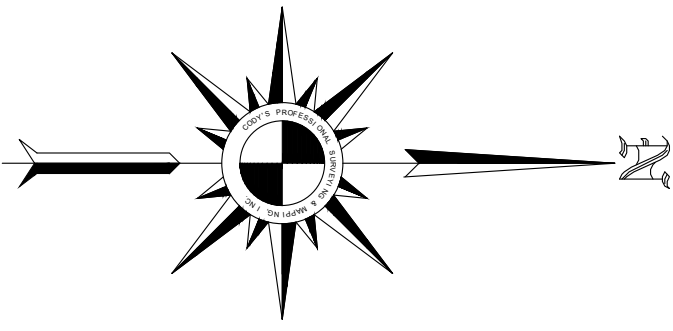
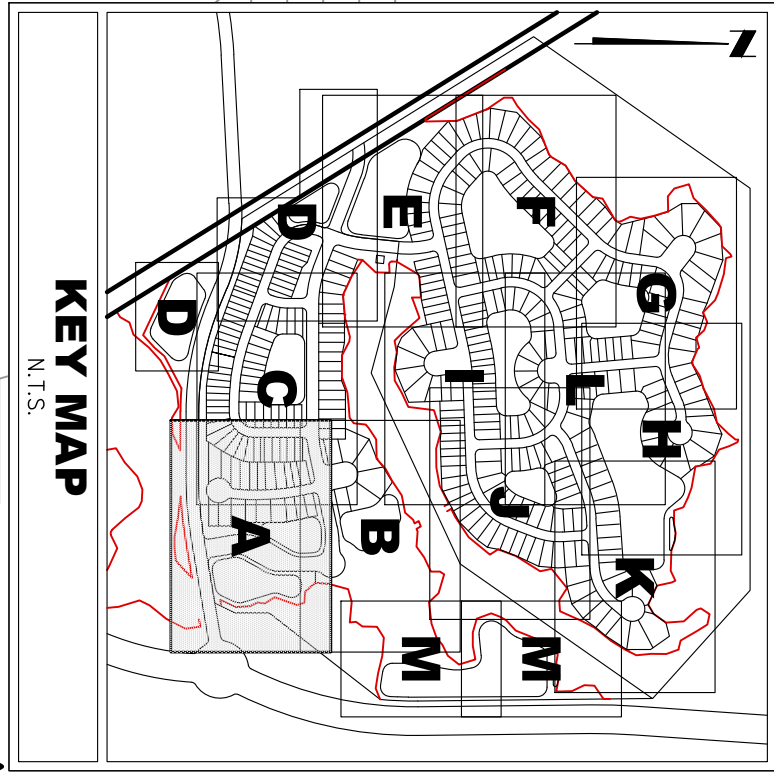
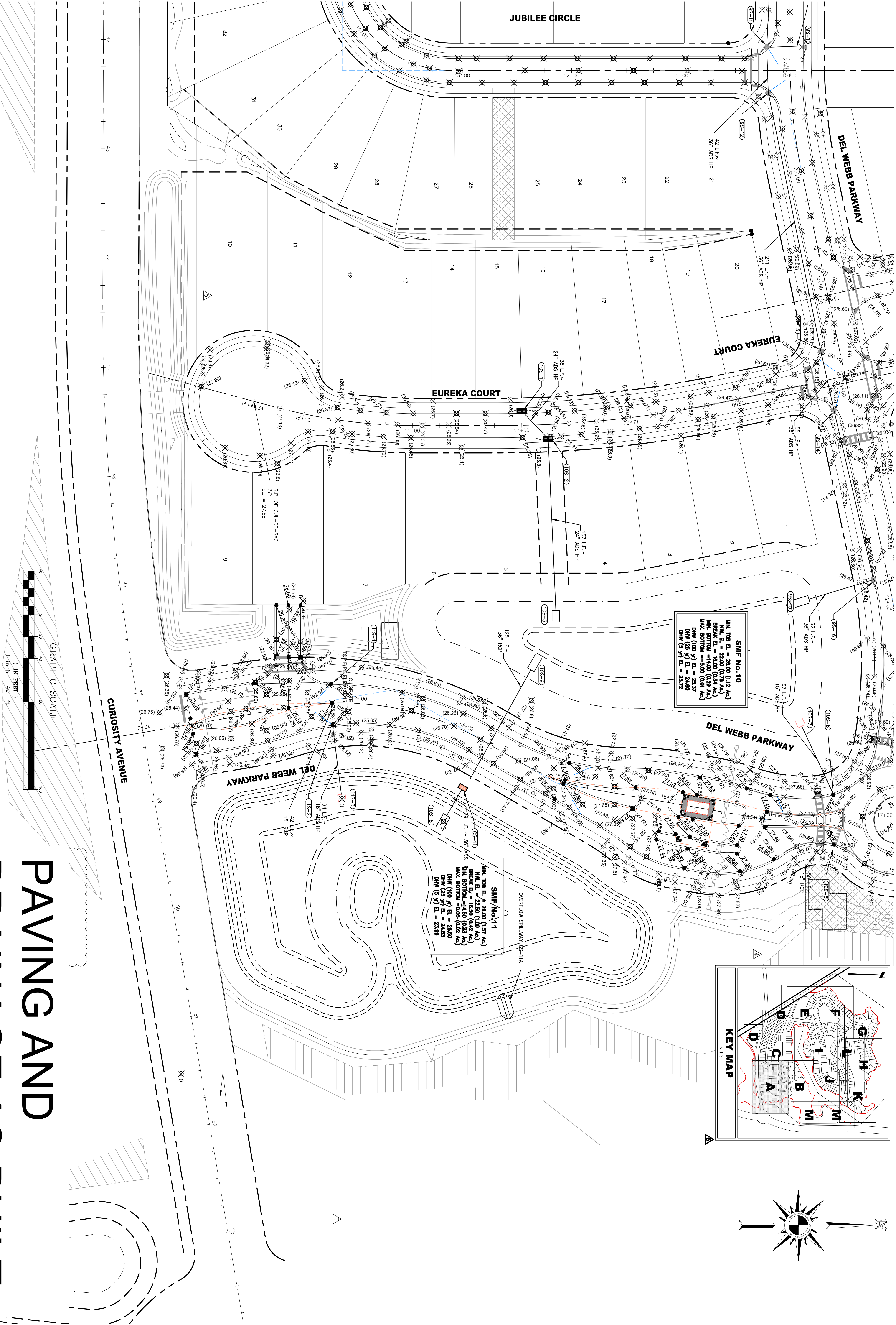
I HEREBY CERTIFY THAT THE MATERIALS AND QUANTITIES
USED IN THE CONSTRUCTION OF:

<u>X</u> PAVEMENT	_____ WATER MAIN
<u>X</u> CURB & GUTTER	_____ SANITARY SEWER
<u>X</u> STORM & DRAINAGE	_____ SEWAGE FORCE MAIN
<u>X</u> UNDERDRAIN CONNECTIONS	_____ SEWAGE LIFT STATION
<u>X</u> POND OR LAKE	_____ RECLAIM MAIN

ARE IN ACCORDANCE WITH THE APPROVED PLANS AND JEA
SPECIFICATIONS, UNLESS OTHERWISE APPROVED BY THE

1. SEE COVER SHEET FOR NOTES AND LEGEND
2. THIS PAGE NOT VALID WITHOUT COVER SHEET

PAVING AND DRAINAGE AS-BUILT



SMF No. 10
M.H. 108 E. = 26.00 (1.12 A.C.)
M.H. 109 E. = 22.00 (0.78 A.C.)
M.H. 110 E. = 16.00 (0.34 A.C.)
M.H. 111 E. = 14.00 (0.29 A.C.)
M.H. 112 E. = 12.00 (0.24 A.C.)
M.H. 113 E. = 10.00 (0.20 A.C.)
M.H. 114 E. = 8.00 (0.16 A.C.)
M.H. 115 E. = 6.00 (0.12 A.C.)
M.H. 116 E. = 4.00 (0.08 A.C.)
M.H. 117 E. = 2.00 (0.04 A.C.)
M.H. 118 E. = 0.00 (0.00 A.C.)

SMF No. 11
M.H. 108 E. = 26.00 (1.12 A.C.)
M.H. 109 E. = 22.00 (0.78 A.C.)
M.H. 110 E. = 16.00 (0.34 A.C.)
M.H. 111 E. = 14.00 (0.29 A.C.)
M.H. 112 E. = 12.00 (0.24 A.C.)
M.H. 113 E. = 10.00 (0.20 A.C.)
M.H. 114 E. = 8.00 (0.16 A.C.)
M.H. 115 E. = 6.00 (0.12 A.C.)
M.H. 116 E. = 4.00 (0.08 A.C.)
M.H. 117 E. = 2.00 (0.04 A.C.)
M.H. 118 E. = 0.00 (0.00 A.C.)

PROJECT NUMBER 21020	
SHEET NO. 3	
OF 18	

PAVING AND DRAINAGE AS-BUILT FOR WILDLIGHT PDP#3-PARCEL 7	
INFORMATION PROVIDED BY: DATE: JULY 25, 2022 COMPANY: BURHAM CONSTRUCTION, INC. ADDRESS: 11413 ENTERPRISE EAST BLVD. MACLENNY, FL 32063 PHONE #: (904) 259-5380 CONTRACTOR'S SIGNATURE: <i>David Burham</i> CONTRACTOR'S NAME: DAVID BURHAM CONTRACTOR'S STATE LICENSE NO.: CUC1224415	

I HEREBY CERTIFY THAT THE MATERIALS AND QUANTITIES USED IN THE CONSTRUCTION OF:	
☒ PAVEMENT	☐ WATER MAIN
☒ CURB & GUTTER	☐ SANITARY SEWER
☒ STORM & DRAINAGE	☐ SEWAGE FORCE MAIN
☐ UNDERDRAIN CONNECTIONS	☐ SEWAGE LIFT STATION
☐ POND OR LAKE	☐ RECLAIM MAIN

ARE IN ACCORDANCE WITH THE APPROVED PLANS AND JEA SPECIFICATIONS, UNLESS OTHERWISE APPROVED BY THE PROJECT ENGINEER.

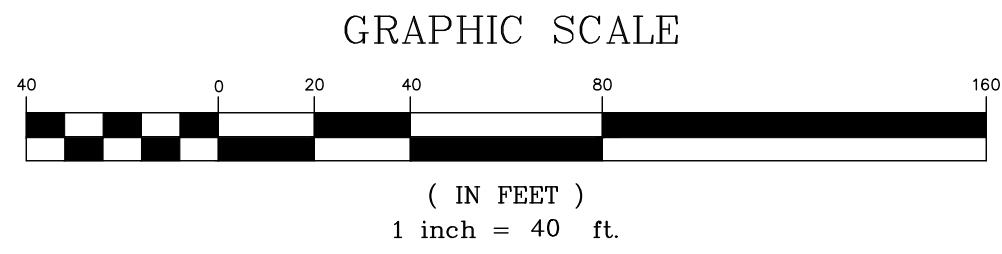
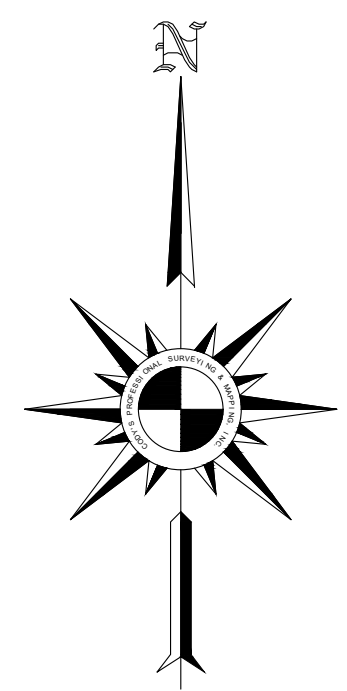
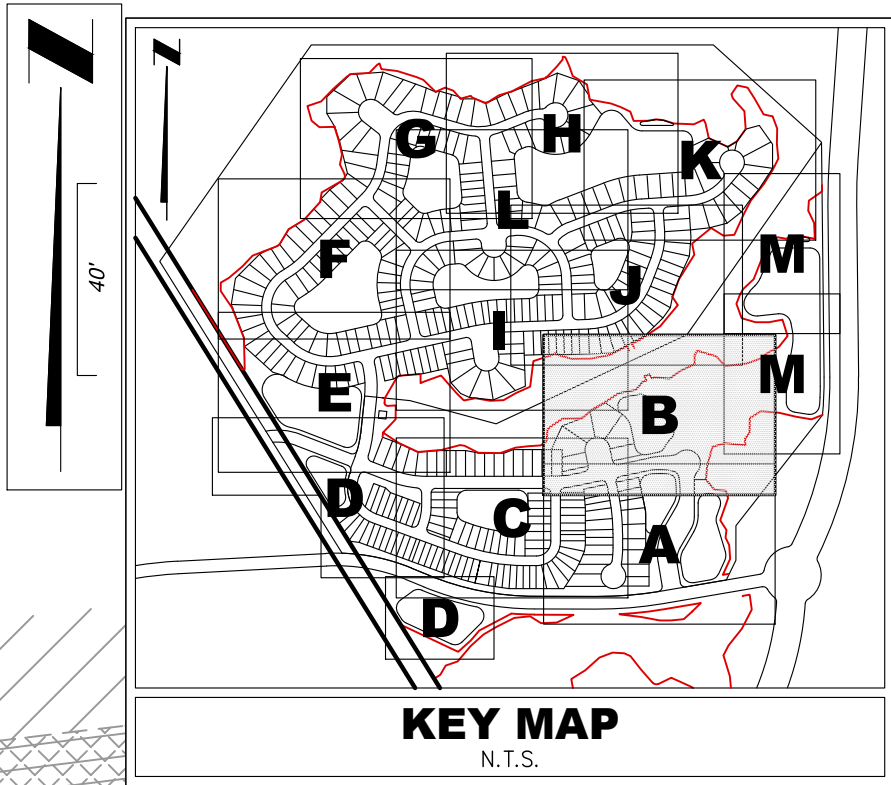
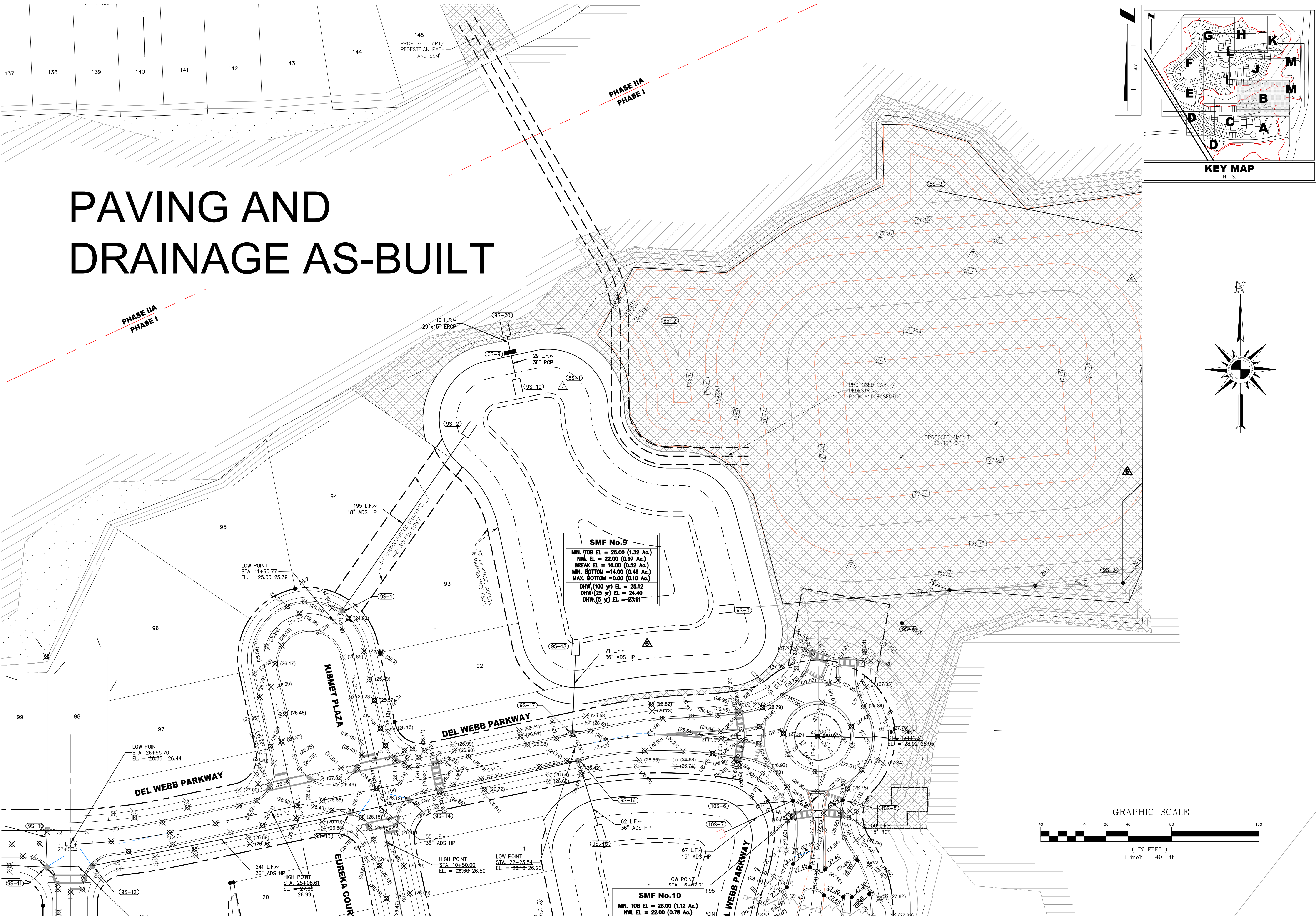
Cody's Professional Surveying & Mapping, Inc.	(904) 696-8840 Phone (904) 696-8841 Fax P.O. Box 7540 Jacksonville, Florida, 32238
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	ROY FLOWERS, JR. FL REGISTRATION NO. 6271 JUNE 21, 2022 FLORIDA L.B. # 7347
--	--

IN ACCORDANCE WITH CHAPTER 471, FLORIDA STATUTES, I HEREBY CERTIFY THAT THE:	
☒ PAVEMENT	☐ WATER MAIN
☒ CURB & GUTTER	☐ SANITARY SEWER
☒ STORM & DRAINAGE	☐ SEWAGE FORCE MAIN
☐ UNDERDRAIN CONNECTIONS	☐ SEWAGE LIFT STATION
☐ POND OR LAKE	☐ RECLAIM MAIN
ARE AT THE HORIZONTAL AND VERTICAL LOCATIONS AS SHOWN ON THESE "AS-BUILT" DRAWINGS, AND MEET THE MINIMUM TECHNICAL STANDARDS FOR SURVEYING AND MAPPING IN THE STATE OF FLORIDA AS PER CHAPTER 471-17.051 AND 471-17.052, F.A.C. AND THAT THERE ARE NO ANY ENCROACHMENTS OR VIOLATIONS OF ANY EASEMENTS OR RIGHT-OF-WAY.	
ROY FLOWERS, JR., FLORIDA P.E. NO. 6271	

PARTY CHIEF	CAD TECH
DEL	
FIELD BOOK & PAGE	
DATE OF SURVEY	
JANUARY 2022-MAY 2022	

PAVING AND DRAINAGE AS-BUILT



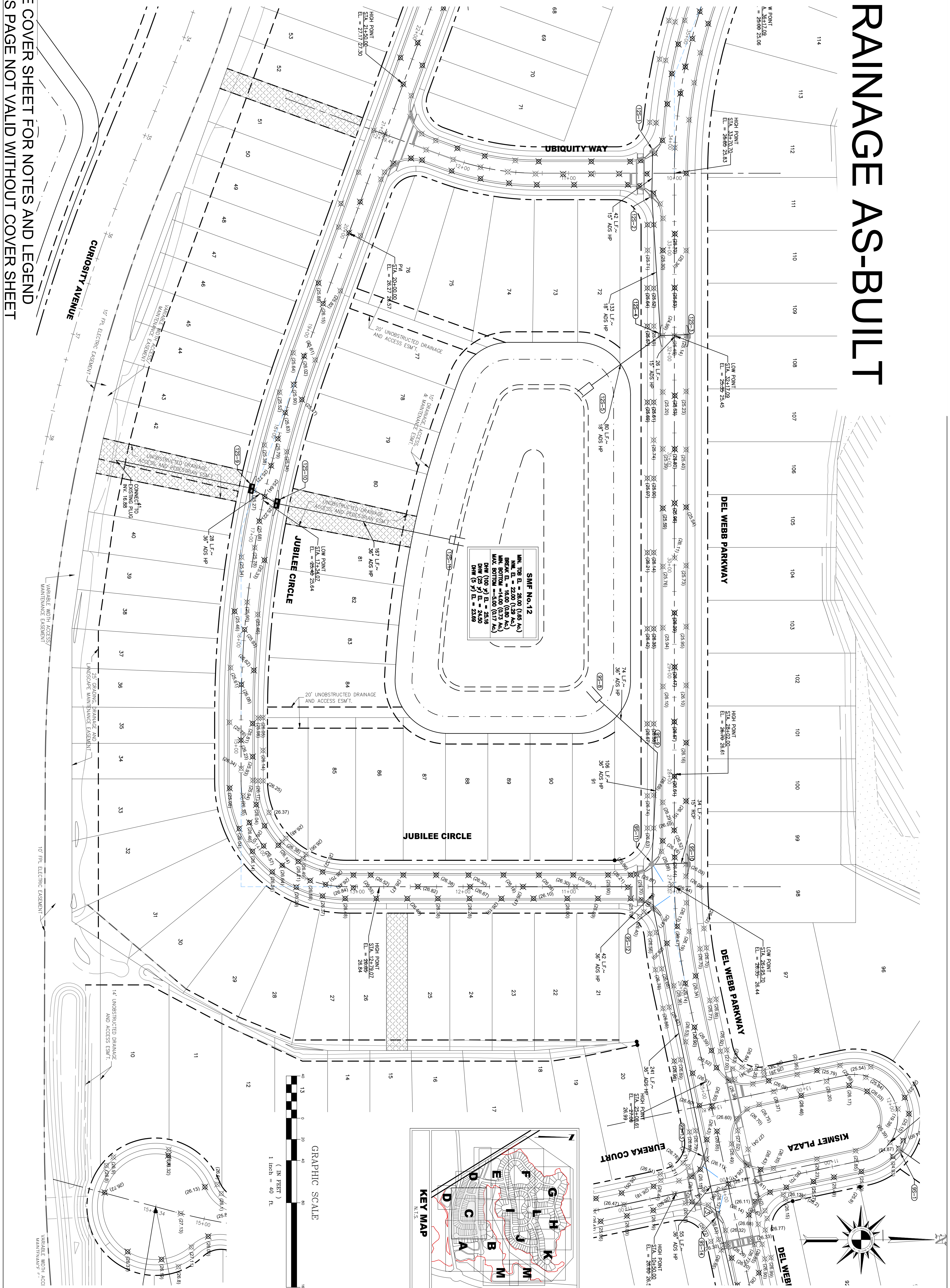
SMF No.9
MIN. TOP EL. = 26.00 (1.32 Ac.)
NWL EL. = 22.00 (0.97 Ac.)
BREAK EL. = 16.00 (0.52 Ac.)
MIN. BOTTOM = 14.00 (0.46 Ac.)
MAX. BOTTOM = 0.00 (0.10 Ac.)
DHW (100 yr) EL. = 25.12
DHW (25 yr) EL. = 24.40
DHW (5 yr) EL. = 23.61

SMF No.10
MIN. TOP EL. = 26.00 (1.12 Ac.)
NWL EL. = 22.00 (0.78 Ac.)

1. SEE COVER SHEET FOR NOTES AND LEGEND
2. THIS PAGE NOT VALID WITHOUT COVER SHEET

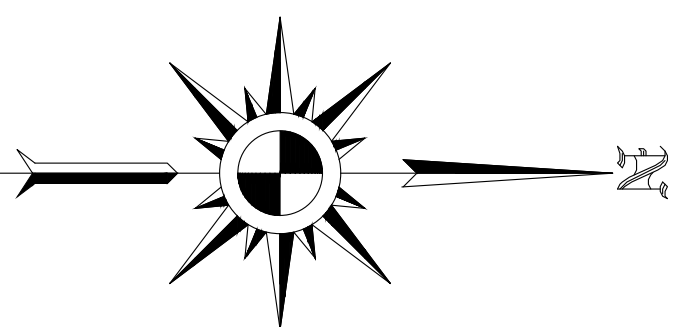
PARTY CHIEF		CAD TECH	
DEL		DEL	
FIELD BOOK & PAGE		DATE OF SURVEY	
JANUARY 2022-MAY 2022		JANUARY 2022-MAY 2022	
IN ACCORDANCE WITH CHAPTER 471, FLORIDA STATUTES, I HEREBY CERTIFY THAT THE FOLLOWING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I, ROY B. FOWLER, JR. , A PROFESSIONAL SURVEYOR, AM THE SURVEYOR OF RECORD FOR THIS PROJECT. FL REGISTRATION NO. 6271 JUNE 21, 2022 FLORIDA L.B. # 7347			
Cody's Professional Surveying & Mapping, Inc. (904) 696-8840 Phone (904) 696-8841 Fax P.O. Box 7540 Jacksonville, Florida, 32238			
AS-BUILT (CONTRACTOR) INFORMATION PROVIDED BY: DATE: JULY 25, 2022 ADDRESS: 11413 ENTERPRISE EAST BLVD. MACLENNY, FL 32063 PHONE #: (904) 893-5380 CONTRACTOR'S SIGNATURE: <i>David Burman</i> CONTRACTOR'S NAME: DAVID BURMAN CONTRACTOR'S STATE LICENSE NO.: 506122415			
PAVING AND DRAINAGE AS-BUILT FOR WILDLIGHT PDP#3-PARCEL 7			
PROJECT NUMBER 21020			
SHEET NO. 4		OF 18	

DRAINAGE AS-BUILT



1. SEE COVER SHEET FOR NOTES AND LEGEND
2. THIS PAGE NOT VALID WITHOUT COVER SHEET

SHEET NO. 5	PROJECT NUMBER 21020	PAVING AND DRAINAGE AS-BUILT FOR WDLIGHT PDP#3-PARCEL 7	AS-BUILT (CONTRACTOR) INFORMATION PROVIDED BY: DATE: <u>JULY 25, 2022</u> COMPANY: <u>BURNHAM CONSTRUCTION, INC.</u> ADDRESS: <u>11413 ENTERPRISE EAST BLVD.</u> <u>MADISON, FL 32063</u> PHONE: <u>(904) 259-5837</u> CONTRACTOR'S SIGNATURE: <u>[Signature]</u> CONTRACTOR'S NAME: <u>DAVID BURNHAM</u> CONTRACTOR'S STATE LICENSE NO.: <u>CUC1224415</u>	I HEREBY CERTIFY THAT THE MATERIALS AND QUANTITIES USED IN THE CONSTRUCTION OF: ☒ PAVEMENT ☒ CURB & GUTTER ☒ STORM & DRAINAGE ☐ UNDERGROUND CONNECTIONS ☐ POND OR LAKE ☐ WATER MAIN ☐ SANITARY SEWER ☐ SEWAGE FORCE MAIN ☐ RECLAIM LIFT STATION ☐ RECLAIM MAIN IN ACCORDANCE WITH THE APPROVED PLANS AND JEA SPECIFICATIONS, UNLESS OTHERWISE APPROVED BY THE PROJECT ENGINEER.		Cody's Professional Surveying & Mapping, Inc. (904) 696-8840 Phone (904) 696-8841 Fax P.O. Box 7540 Jacksonville, Florida, 32238		ROY L. FLOWERS, JR. FL REGISTRATION NO. 6271 JUNE 21, 2022 FLORIDA L.B. # 7347	IN ACCORDANCE WITH CHAPTER 471, FLORIDA STATUTES, I HEREBY CERTIFY THAT THE: ☒ PAVEMENT ☒ CURB & GUTTER ☒ STORM & DRAINAGE ☐ UNDERGROUND CONNECTIONS ☐ POND OR LAKE ☐ WATER MAIN ☐ SANITARY SEWER ☐ SEWAGE FORCE MAIN ☐ RECLAIM LIFT STATION ☐ RECLAIM MAIN ARE AT THE HORIZONTAL AND VERTICAL LOCATIONS AS SHOWN ON THESE "AS-BUILT" DRAWINGS, AND MEET THE MINIMUM TECHNICAL STANDARDS FOR SURVEYING AND MAPPING IN THE STATE OF FLORIDA AS PER CHAPTER 54-17.05, AND 54-17.052, F.A.C. AND 54M1 USER ARE NOT AN ENCROACHMENT OVER THE EASEMENTS OR RIGHT-OF-WAY. ROY L. FLOWERS, JR. FLORIDA P.E. NO. 6271	PARTY CHIEF CAD TECH DEL	FIELD BOOK & PAGE DATE OF SURVEY JANUARY 2022-MAY 2022



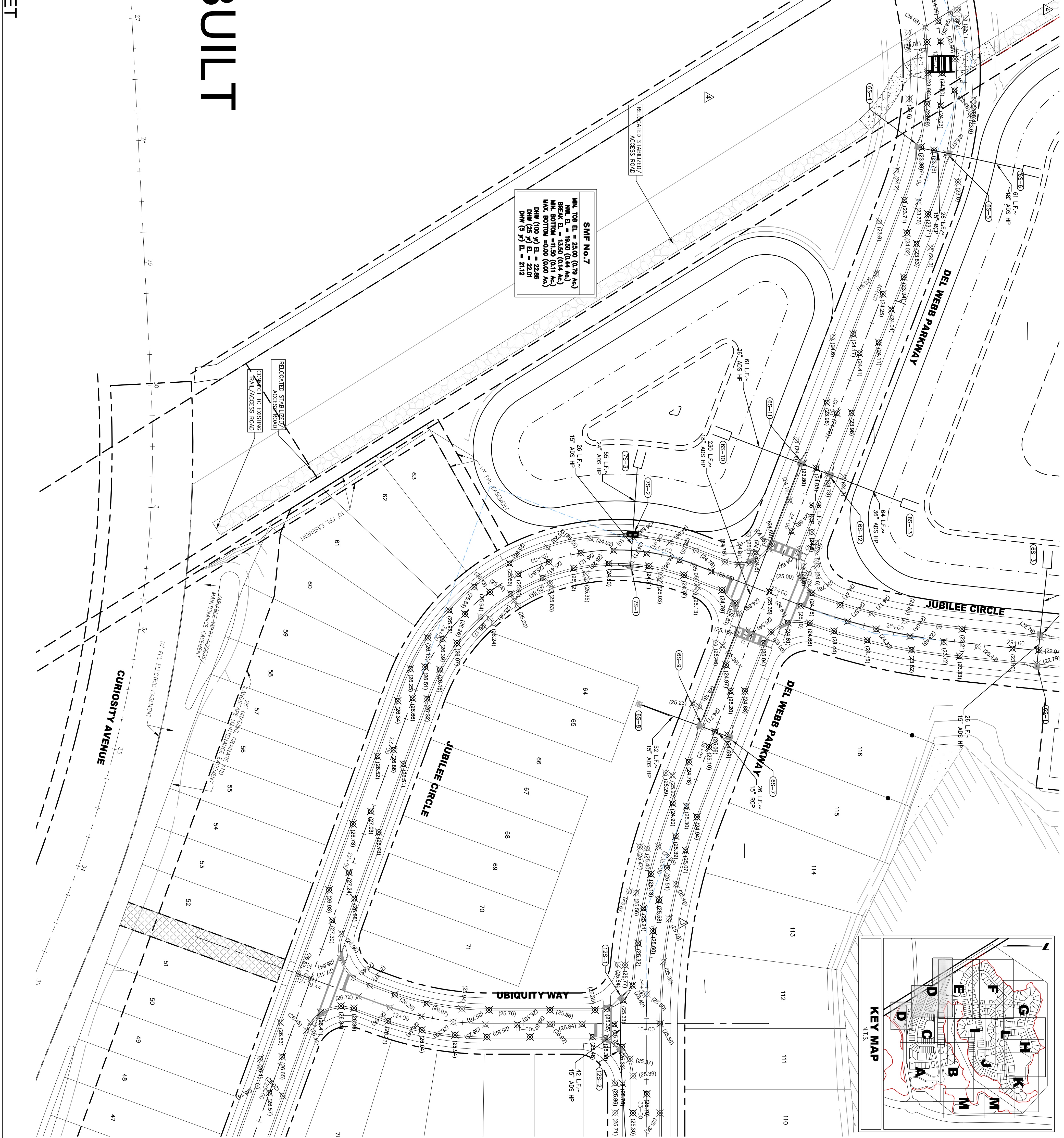
GRAPHIC SCALE

(IN FEET)

1 inch = 40 ft

DRAINAGE AS-BUILT

1. SEE COVER SHEET FOR NOTES AND LEGEND
2. THIS PAGE NOT VALID WITHOUT COVER SHEET



SHEET NO. 6 OF 18	PROJECT NUMBER 21020	PAVING AND DRAINAGE AS-BUILT FOR WILDLIGHT PDP#3-PARCEL 7	AS-BUILT (CONTRACTOR) INFORMATION PROVIDED BY: DATE: JULY 25, 2022 COMPANY: BURHAM CONSTRUCTION, INC. ADDRESS: 11413 ENTERPRISE EAST BLVD. MACLENNY, FL 32063 PHONE #: (904) 259-5380 CONTRACTOR'S SIGNATURE: <i>David Burham</i> CONTRACTOR'S NAME: DAVID BURHAM CONTRACTOR'S STATE LICENSE NO.: CUC1224413	I HEREBY CERTIFY THAT THE MATERIALS AND QUANTITIES USED IN THE CONSTRUCTION OF: ☒ PAVEMENT ☒ CURB & GUTTER ☒ STORM & DRAINAGE ☒ UNDERDRAIN CONNECTIONS ☒ POND OR LAKE ☐ WATER MAIN ☐ SANITARY SEWER ☐ SEWAGE FORCE MAIN ☐ SEWAGE LIFT STATION ☐ RECLAIM MAIN ARE IN ACCORDANCE WITH THE APPROVED PLANS AND JEA SPECIFICATIONS, UNLESS OTHERWISE APPROVED BY THE PROJECT ENGINEER.	Cody's Professional Surveying & Mapping, Inc. (904) 696-8840 Phone (904) 696-8841 Fax P.O. Box 7540 Jacksonville, Florida, 32238	ROY T. FLOWERS, JR. FL REGISTRATION NO. 6271 JUNE 21, 2022 FLORIDA L.B. # 7347	IN ACCORDANCE WITH CHAPTER 471, FLORIDA STATUTES, I HEREBY CERTIFY THAT THE: ☒ PAVEMENT ☒ CURB & GUTTER ☒ STORM & DRAINAGE ☒ UNDERDRAIN CONNECTIONS ☒ POND OR LAKE ☐ WATER MAIN ☐ SANITARY SEWER ☐ SEWAGE FORCE MAIN ☐ SEWAGE LIFT STATION ☐ RECLAIM MAIN ARE AT THE HORIZONTAL AND VERTICAL LOCATIONS AS SHOWN ON THESE "AS-BUILT" DRAWINGS, AND MEET THE MINIMUM TECHNICAL STANDARDS FOR SURVEYING AND MAPPING IN THE STATE OF FLORIDA AS PER CHAPTER 471-17.051 AND 471-17.052 F.A.C. AND THAT THERE ARE NO ANY ENCROACHMENTS OR VIOLATIONS OF THE RIGHT-OF-WAY. ROY T. FLOWERS, JR., FLORIDA P.E. NO. 6271	PARTY CHIEF CAD TECH DEL FIELD BOOK & PAGE DATE OF SURVEY JANUARY 2022-MAY 2022
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PHASE I-TABLES

21020 DRAINAGE PIPE SCHEDULE						
STRUCTURE NO. STRUCTURE NO.	PIPE LENGTH FEET	PIPE SIZE INCH	PIPE TYPE	UPSTREAM ELEVATION	DOWNSTREAM ELEVATION	PIPE SLOPE
11S-11S-2	42 (AB)	15" (AB)	RC (AB)	22.00 (E)	21.94 (W)	0.28%
11S-2-11S-3	64 (AB)	18" (AB)	AO (AB)	19.24 (E)	18.29 (W)	1.59%
CS-11-10S-8	29 (AB)	36" (AB)	AO (AB)	18.88 (SE)	18.58 (NW)	1.03%
CS-11-10S-9	115 (AB)	36" (AB)	RC (AB)	18.81 (NW)	16.94 (SE)	1.49%
10S-1-10S-2	35 (AB)	24" (AB)	AO (AB)	18.92 (NE)	18.16 (SW)	2.17%
10S-2-10S-3	157 (AB)	24" (AB)	AO (AB)	17.72 (E)	17.23 (W)	0.28%
9S-1S-9S-16	62 (AB)	36" (AB)	AO (AB)	16.59 (N)	16.40 (S)	0.11%
9S-16-9S-17	24 (AB)	36" (AB)	RC (AB)	14.58 (N)	14.56 (S)	0.08%
9S-17-9S-18	71 (AB)	36" (AB)	AO (AB)	14.43 (N)	13.46 (S)	0.74%
10S-5-10S-6	50 (AB)	15" (AB)	RC (AB)	23.38 (W)	23.20 (E)	0.38%
10S-6-10S-7	67 (AB)	15" (AB)	AO (AB)	18.95 (W)	18.90 (E)	0.22%
9S-14-9S-16	159 (AB)	36" (AB)	AO (AB)	15.38 (E)	15.02 (W)	0.22%
9S-13-9S-14	55 (AB)	36" (AB)	AO (AB)	15.42 (E)	15.44 (W)	0.05%
9S-12-9S-13	241 (AB)	36" (AB)	AO (AB)	15.98 (E)	15.54 (W)	0.28%
9S-11-9S-12	42 (AB)	36" (AB)	AO (AB)	16.21 (E)	15.96 (W)	0.51%
9S-10-9S-11	34 (AB)	15" (AB)	RC (AB)	15.78 (W)	15.70 (W)	0.23%
9S-9-9S-8	106 (AB)	36" (AB)	AO (AB)	16.94 (W)	16.81 (E)	0.21%
9S-9-9S-8	74 (AB)	36" (AB)	AO (AB)	16.94 (W)	16.81 (E)	0.21%
PIUG-11S-9	112 (AB)	36" (AB)	RC (AB)	16.88 (W)	16.44 (S)	0.26%
11S-9-11S-10	28 (AB)	36" (AB)	RC (AB)	15.17 (NE)	14.79 (SW)	1.59%
11S-10-11S-11	167 (AB)	36" (AB)	AO (AB)	14.70 (S)	14.70 (S)	0.00%
11S-3-11S-4	26 (AB)	15" (AB)	RC (AB)	21.26 (S)	21.19 (W)	0.26%
11S-4-11S-5	80 (AB)	18" (AB)	AO (AB)	18.42 (SE)	16.69 (NW)	2.86%
11S-3-11S-4	113 (AB)	18" (AB)	AO (AB)	21.86 (E)	21.80 (W)	0.22%
11S-1-11S-2	42 (AB)	15" (AB)	AO (AB)	21.73 (E)	21.53 (W)	0.61%
7S-17S-2	26 (AB)	15" (AB)	AO (AB)	21.33 (W)	21.42 (E)	0.24%
7S-7S-3	55 (AB)	24" (AB)	AO (AB)	15.36 (W)	15.33 (E)	0.06%
6S-7-6S-9	26 (AB)	15" (AB)	RC (AB)	21.16 (S)	21.05 (W)	0.25%
6S-8-6S-9	52 (AB)	15" (AB)	AO (AB)	21.30 (N)	21.11 (S)	0.36%
6S-9-6S-11	229 (AB)	18" (AB)	AO (AB)	17.81 (E)	17.03 (W)	0.33%
6S-10-6S-11	61 (AB)	36" (AB)	AO (AB)	14.43 (N)	14.40 (S)	0.66%
6S-11-6S-12	26 (AB)	36" (AB)	RC (AB)	14.72 (N)	14.04 (S)	2.73%
6S-12-6S-13	64 (AB)	36" (AB)	AO (AB)	14.02 (N)	13.09 (S)	0.54%
6S-4-6S-5	26 (AB)	15" (AB)	RC (AB)	20.53 (N)	20.39 (S)	0.53%
6S-5-6S-6	61 (AB)	18" (AB)	AO (AB)	16.62 (N)	16.20 (S)	1.01%
6S-1-6S-2	26 (AB)	15" (AB)	AO (AB)	16.79 (W)	16.31 (E)	1.63%
6S-2-6S-3	55 (AB)	18" (AB)	AO (AB)	15.79 (W)	15.81 (E)	1.79%
5-4-5S-8	22 (AB)	36" (AB)	AO (AB)	18.40 (S)	17.48 (N)	2.55%
CS-4-5-3	23 (AB)	36" (AB)	AO (AB)	18.40 (S)	18.55 (W)	0.59%
9S-1-9S-2	195 (AB)	18" (AB)	AO (AB)	18.20 (NE)	18.50 (W)	0.59%
9S-20-9S-9	10 (AB)	29" x 45" (AB)	ERC (AB)	22.09 (S)	22.09 (N)	0.00%
CS-9-9S-19	29 (AB)	36" (AB)	RC (AB)	20.24 (S)	17.78 (N)	8.48%

1. SEE COVER SHEET FOR NOTES AND LEGEND
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PAVING AND DRAINAGE AS-BUILT

PAVING AND DRAINAGE AS-BUILT FOR WILDLIGHT PDP#3--PARCEL 7

AS-BUILT (CONTRACTOR)

INFORMATION PROVIDED BY:

DATE: JULY 25, 2022

COMPANY: BURNHAM CONSTRUCTION, INC.

ADDRESS: 11413 ENTERPRISE EAST BLVD. MACLENNY, FL 32063

PHONE #: (904) 259-5380

CONTRACTOR'S SIGNATURE: DAVID BURNHAM

CONTRACTOR'S STATE LICENSE NO.: CUC1224415

I HEREBY CERTIFY THAT THE MATERIALS AND QUANTITIES USED IN THE CONSTRUCTION OF:

☐ PAVEMENT

☒ CURB & GUTTER

☒ STORM & DRAINAGE

☐ UNDERDRAIN CONNECTIONS

☐ POND OR LAKE

☐ WATER MAIN

☐ SANITARY SEWER

☐ SEWAGE FORCE MAIN

☐ SEWAGE LIFT STATION

☐ RECLAIM MAIN

ARE IN ACCORDANCE WITH THE APPROVED PLANS AND JEA SPECIFICATIONS, UNLESS OTHERWISE APPROVED BY THE PROJECT ENGINEER.

Cody's Professional Surveying & Mapping, Inc.

(904) 696-8840 Phone
(904) 696-8841 Fax
P.O. Box 7540
Jacksonville, Florida, 32238

ROY T. FLOWERS, JR.
FL REGISTRATION NO. 6271
JUNE 21, 2022
FLORIDA L.B. # 7347

IN ACCORDANCE WITH CHAPTER 471, FLORIDA STATUTES, I HEREBY CERTIFY THAT THE:

☐ PAVEMENT

☒ CURB & GUTTER

☒ STORM & DRAINAGE

☐ UNDERDRAIN CONNECTIONS

☐ WATER MAIN

☐ SANITARY SEWER

☐ SEWAGE FORCE MAIN

☐ SEWAGE LIFT STATION

ARE AT THE HORIZONTAL AND VERTICAL LOCATIONS AS SHOWN ON THESE AS-BUILT DRAWINGS, AND MEET THE MINIMAL TECHNICAL REQUIREMENTS FOR SURVEYING AND MAPPING IN THE STATE OF FLORIDA AS PER CHAPTER 45-17.051 AND 45-17.052, F.A.C. AND THAT THERE ARE NOT ANY ENCROACHMENTS OUTSIDE THE EASEMENTS OR RIGHT-OF-WAY.

ROY T. FLOWERS, JR. FLORIDA PLS NO. 6271

PARTY CHIEF

CAD TECH

DEL

FIELD BOOK & PAGE

DATE OF SURVEY

JANUARY 2022--MAY 2022

POND1, 2 & 5-TABLES

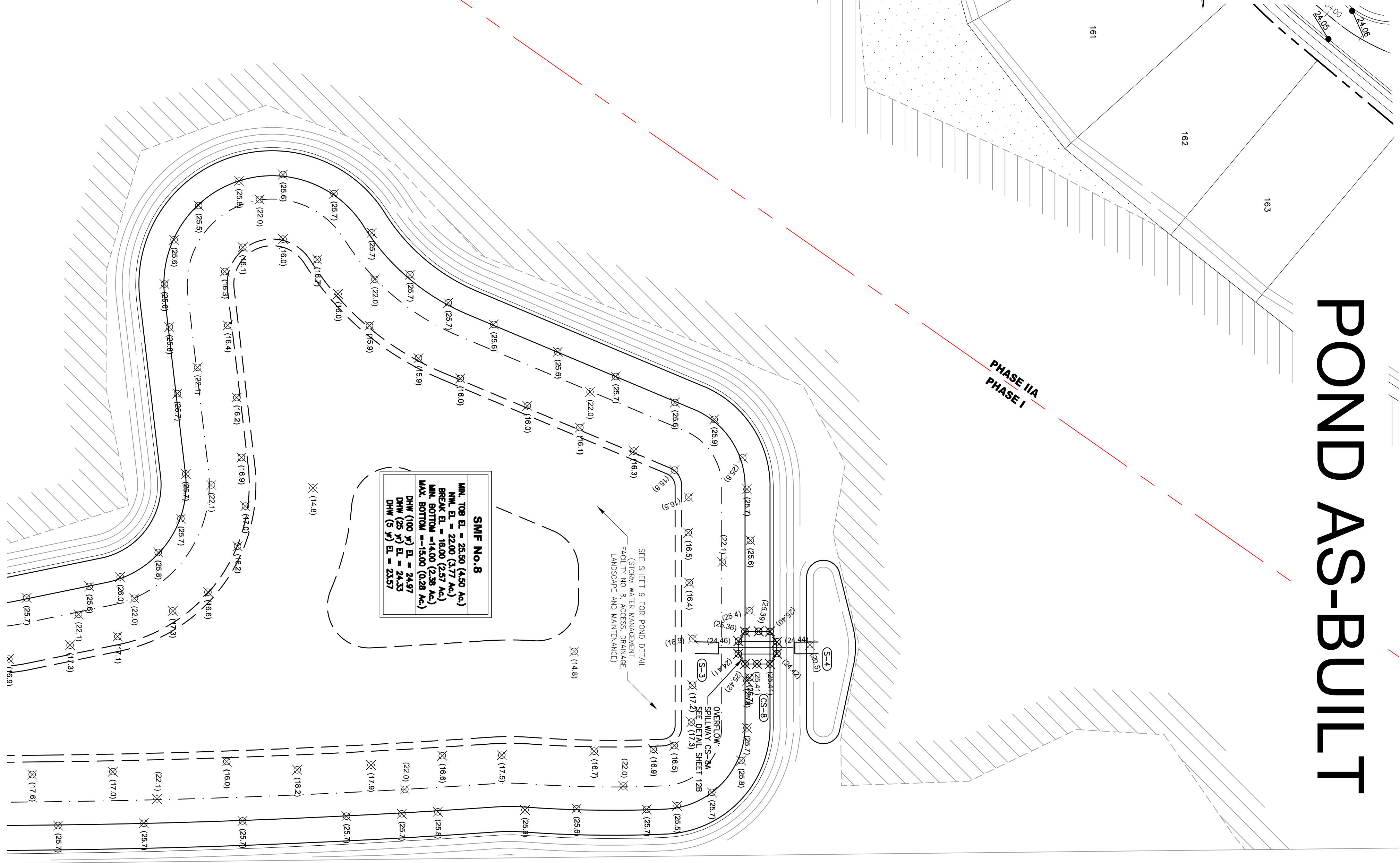
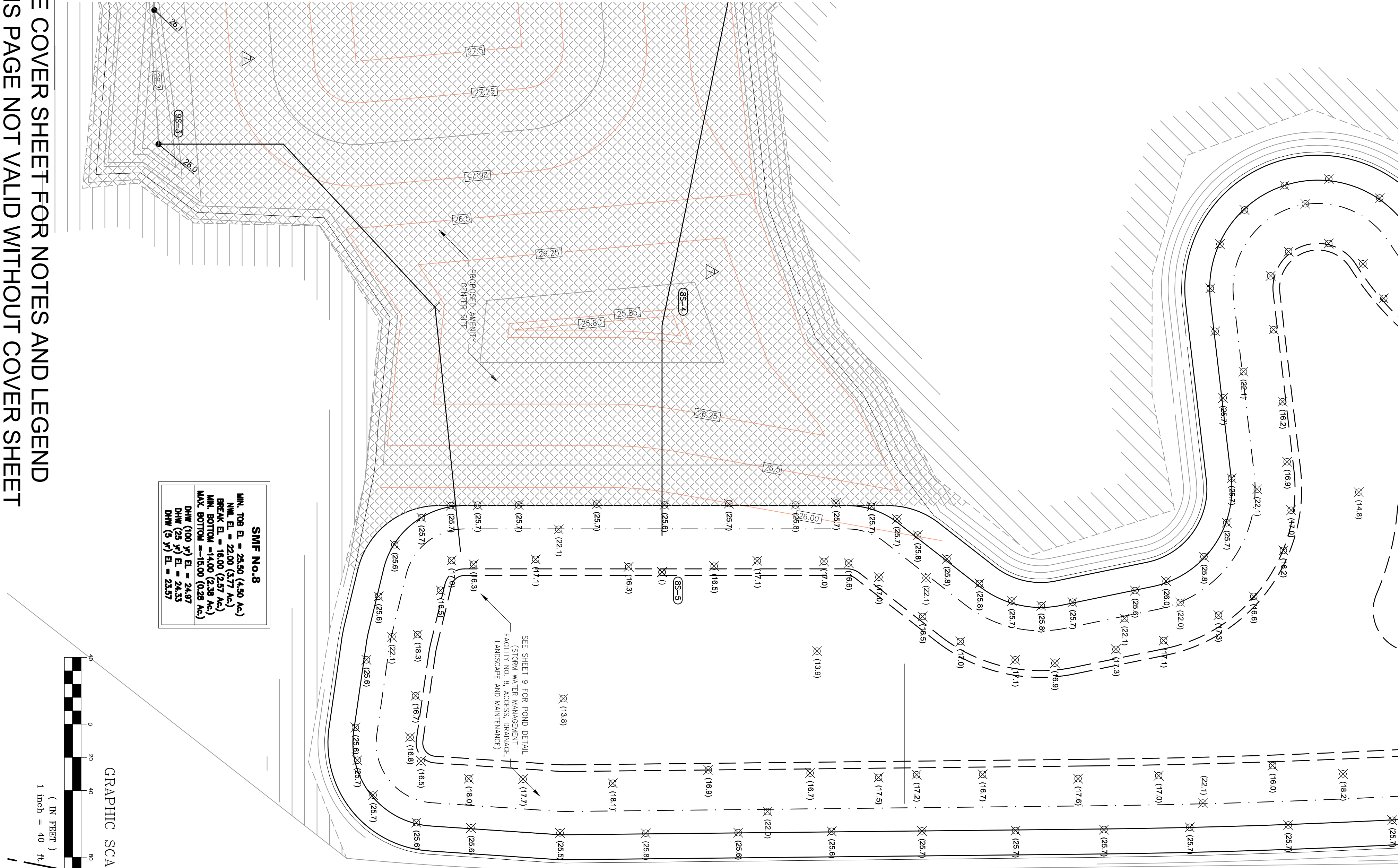
DRAINAGE STRUCTURE TABLE							
STR. NO.	STRUCTURE TYPE	TOP / GRATE EL.	INVERT EL.	AS-BUILT TOP	AS-BUILT INVERT EL.	NORTHING	EASTING
1S-1	CURB INLET - SINGLE	-23.60	15" ADS HP-17.45 (NW)	23.60	15" ADS HP-17.45 (NW)	2293153.52	459199.22
1S-2	CURB INLET - SINGLE	-23.60	15" ADS HP-17.15 (SE) 18" ADS HP-16.90 (W)	23.60	15" ADS HP-17.15 (SE) 18" ADS HP-16.90 (W)	2293204.12	459120.78
1S-3	18" MES		18" ADS HP-16.00 (E)		18" ADS HP-15.99 (E)	2293213.88	458943.29
1S-4	CURB INLET - SINGLE	-23.15	15" ADS HP-20.15 (W)	23.15	15" ADS HP-20.15 (W)	2292980.02	458817.50
1S-5	CURB INLET - SINGLE	-23.15	15" ADS HP-19.95 (E) 18" ADS HP-19.70 (N)	23.15	15" ADS HP-19.95 (E) 18" ADS HP-19.70 (N)	2292975.47	458753.39
1S-6	CURB INLET - SINGLE	-23.32	18" ADS HP-19.60 (S) 24" ADS HP-17.10 (N)	23.32	18" ADS HP-19.21 (S) 24" ADS HP-17.17 (N)	2293003.01	458742.70
1S-7	24" MES		24" ADS HP-15.50 (S)		24" ADS HP-16.07 (S)	2293166.64	458730.03
1S-16	15" MES		15" ADS HP-16.25 (NW)		15" ADS HP-16.25 (NW)	2293335.27	458447.24
CS-1	CONTROL STRUCTURE SEE DETAIL SHEET 12A	-22.50	36" ADS HP-17.50 (S) 36" ADS HP-17.50 (N)	22.48	36" ADS HP-17.33 (S) 36" ADS HP-17.32 (N)	2293367.92	458776.40
S-1	36" MES		36" ADS HP-14.50 (N)		36" ADS HP-14.95 (N)	2293352.50	458776.84
S-2	36" MES		36" ADS HP-17.40 (S)		36" ADS HP-17.07 (S)	2293401.16	458777.23
1S-20	36" MES		36" ADS HP-14.50 (E)		36" ADS HP-14.61 (E)	2293292.47	457725.16
1S-21	CURB INLET - SINGLE	22.72	36" ADS HP-14.30 (W) 36" ADS HP-12.60 (E)	22.52	36" ADS HP-14.30 (W) 36" ADS HP-12.60 (E)	2293210.64	457874.46
1S-22	CURB INLET - SINGLE	22.72	36" ADS HP-12.50 (W) 24" ADS HP-18.50 (N) 36" ADS HP-12.50 (E)	22.54	36" ADS HP-12.50 (W) 24" ADS HP-18.50 (N) 36" ADS HP-12.50 (E)	2293216.60	457903.24
1S-23	36" MES		36" ADS HP-12.30 (W)		36" ADS HP-12.27 (W)	2293221.43	458062.38
2S-4	MANHOLE TYPE J-1	-23.64	24" ADS HP-14.70 (W) 24" ADS HP-14.70 (SE)	23.64	24" ADS HP-15.04 (W) 24" ADS HP-14.88 (SE)	2293290.33	457520.01
2S-5	24" MES		24" ADS HP-14.60 (NW)		24" ADS HP-14.70	2293259.46	457531.00
2S-11	CURB INLET - SINGLE	23.10	36" ADS HP-14.25 (SW) 36" ADS HP-14.25 (NE)	22.62	36" ADS HP-14.25 (SW) 36" ADS HP-14.25 (NE)	2292895.52	457360.20
2S-12	CURB INLET - SINGLE	23.26	18" ADS HP-18.50 (NW) 36" ADS HP-14.15 (SW) 36" ADS HP-14.15 (NE)	22.87	18" ADS HP-18.50 (NW) 36" ADS HP-14.15 (SW) 36" ADS HP-14.15 (NE)	2292918.97	457373.67
2S-13	36" MES		36" ADS HP-14.00 (SW)		36" ADS HP-14.11 (SW)	2293034.85	457469.84
2S-9	36" MES		36" ADS HP-14.50 (N)		36" ADS HP-14.52 (N)	2292767.47	457257.83
2S-10	MANHOLE TYPE J-1	-23.50	36" ADS HP-14.40 (S) 36" ADS HP-14.40 (NE)	23.50	36" ADS HP-14.40 (S) 36" ADS HP-14.40 (NE)	2292792.07	457257.79
5S-4	24" MES		24" ADS HP-16.00 (S)		24" ADS HP-16.01(S)	2292362.51	457249.29
5S-5	CURB INLET - SINGLE	-22.50	15" ADS HP-19.25 (SE)	22.50	15" ADS HP-19.25 (SE)	2292607.7	456802.02
5S-8	36" MES		36" ADS HP-14.50 (SW)		36" ADS HP-14.79 (SW)	2292468.84	457662.98
5S-9	MANHOLE TYPE J-1	-24.50	36" ADS HP-14.40 (NE) 36" ADS HP-14.40 (W)	24.50	36" ADS HP-14.74 (NE) 36" ADS HP-14.74 (W)	2292445.57	457645.92
5S-12	MANHOLE TYPE J-1	-23.52	36" ADS HP-14.10 (E) 36" ADS HP-14.10 (NW)	23.52	36" ADS HP-14.10 (E) 36" ADS HP-14.10 (NW)	2292379.06	457249.29
5S-13	36" MES		36" ADS HP-14.00 (SE)		36" ADS HP-13.80 (SE)	2292391.49	457315.13
5S-15	CURB INLET - SINGLE	-22.52	36" ADS HP-14.30 (SW) 36" ADS HP-14.30 (N)	22.45	36" ADS HP-14.24 (SW) 36" ADS HP-14.23 (N)	2292175.09	456948.31
5S-16	CURB INLET - SINGLE	-22.52	36" ADS HP-14.20 (S) 36" ADS HP-14.20 (NE)	22.39	36" ADS HP-14.09 (S) 36" ADS HP-14.10 (NE)	2292200.03	456956.39
5S-17	36" MES		36" ADS HP-14.00 (SW)		36" ADS HP-14.05 (SW)	2292341.74	457019.12
9S-3	18" MES		18" ADS HP-18.50 (E)		18" ADS HP-18.50 (E)	2291747.68	458859.36
12S-4	CURB INLET - SINGLE	-25.02	18" ADS HP-21.00 (W) 15" RCP-21.65 (N) 18" ADS HP-17.00 (SE)	24.99	18" ADS HP-20.66 (W) 15" RCP-21.19 (N) 18" ADS HP-18.42 (SE)	2291518.26	457729.35

PIPE TABLE AS-BUILT						
STRUCTURE # STRUCTURE #	PIPE LENGTH FEET	PIPE SIZE INCHES	PIPE TYPE	UPSTREAM ELEVATION	DOWNSTREAM ELEVATION	PIPE SLOPE
1S-20 TO 1S-21	154'	36"	ADS HP	14.61	14.30	0.20%
1S-21 TO 1S-22	26'	36"	ADS HP	12.60	12.50	0.38%
1S-22 TO 1S-23	160'	36"	ADS HP	12.50	12.27	0.14%
2S-9 TO 2S-10	23'	36"	ADS HP	14.52	14.40	0.52%
2S-10 TO 2S-11	143	36"	ADS HP	14.40	14.25	0.10%
2S-11 TO 2S-12	30	36"	ADS HP	14.25	14.15	0.33%
2S-12 TO 2S-13	152	36"	ADS HP	14.15	14.11	0.03%
5S-14 TO 5S-15	152	36"	ADS HP	14.50	14.24	0.17%
5S-15 TO 5S-16	26	36"	ADS HP	14.23	14.10	0.50%
5S-16 TO 5S-17	154	36"	ADS HP	14.09	14.05	0.03%

PAVING AND DRAINAGE AS-BUILT

1. SEE COVER SHEET FOR NOTES AND LEGEND
2. THIS PAGE NOT VALID WITHOUT COVER SHEET

[illegible]



PAVING AND DRAINAGE AS-BUILT FOR WILDLIGHT PDP#3-PARCEL 7	
PROJECT NUMBER: 21020	
SHEET NO. 9	OF 18

AS-BUILT (CONTRACTOR)	
INFORMATION PROVIDED BY:	
DATE: JULY 25, 2022	
COMPANY: BURHAM CONSTRUCTION, INC.	
ADDRESS: 11413 ENTERPRISE EAST BLVD. MACLENNY, FL 32063	
PHONE #: (904) 259-5380	
CONTRACTOR'S SIGNATURE: <i>David Burham</i>	
CONTRACTOR'S NAME: DAVID BURHAM	
CONTRACTOR'S STATE LICENSE NO.: CUC1224415	

I HEREBY CERTIFY THAT THE MATERIALS AND QUANTITIES USED IN THE CONSTRUCTION OF:	
PAVEMENT	WATER MAIN
CURB & GUTTER	SANITARY SEWER
STORM & DRAINAGE	SEWAGE FORCE MAIN
UNDERDRAIN CONNECTIONS	SEWAGE LIFT STATION
POND OR LAKE	RECLAIM MAIN

ARE IN ACCORDANCE WITH THE APPROVED PLANS AND JEA SPECIFICATIONS, UNLESS OTHERWISE APPROVED BY THE PROJECT ENGINEER.

Cody's
Professional
Surveying &
Mapping, Inc.

(904) 696-8840 Phone
(904) 696-8841 Fax
P.O. Box 7540
Jacksonville, Florida, 32238

ROY T. FLOWERS, JR.
FL REGISTRATION NO. 6271
JUNE 21, 2022
FLORIDA L.B. # 7347

IN ACCORDANCE WITH CHAPTER 471, FLORIDA STATUTES, I HEREBY CERTIFY THAT THE:

PAVEMENT	WATER MAIN
CURB & GUTTER	SANITARY SEWER
STORM & DRAINAGE	SEWAGE FORCE MAIN
UNDERDRAIN CONNECTIONS	SEWAGE LIFT STATION
POND OR LAKE	RECLAIM MAIN

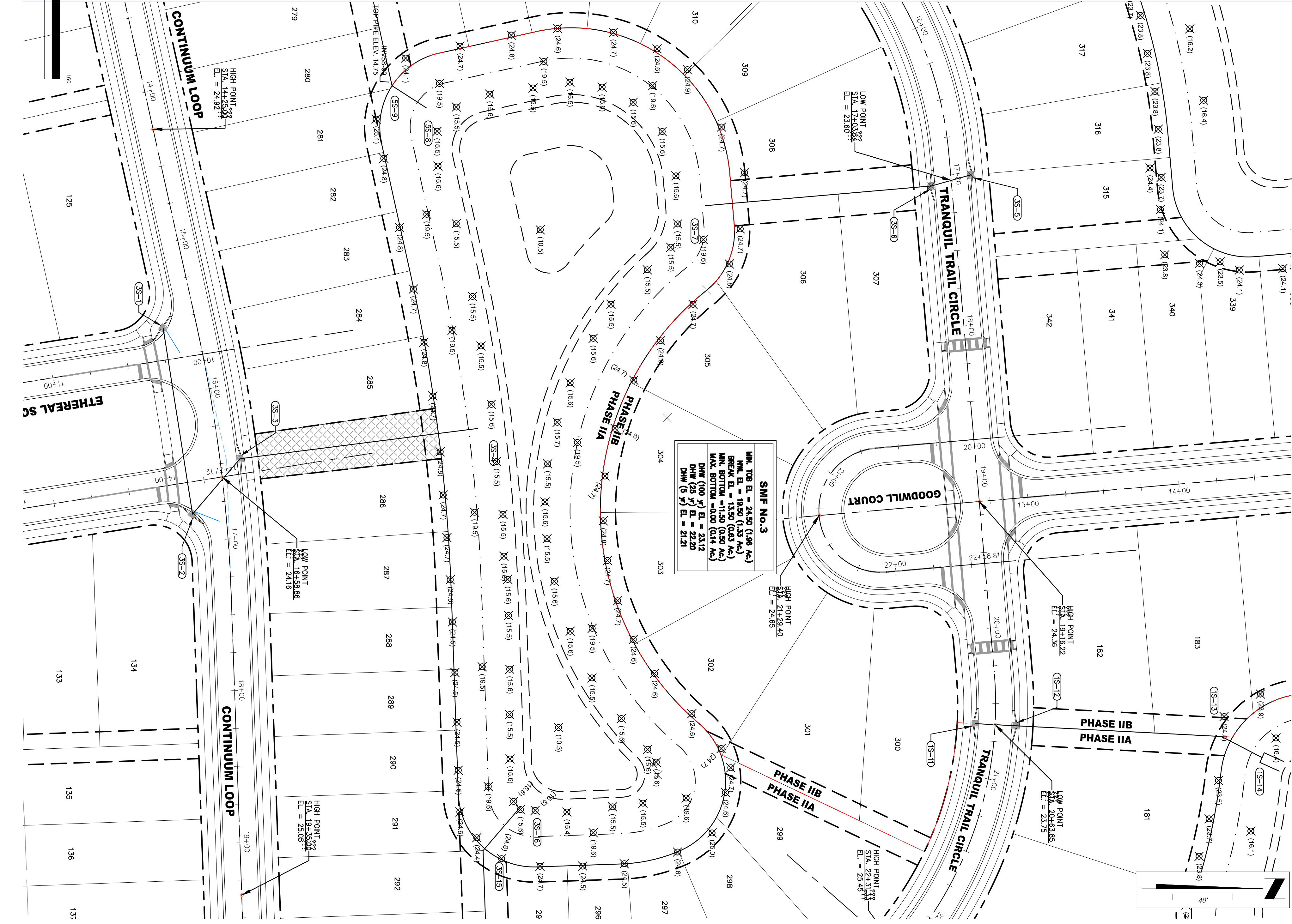
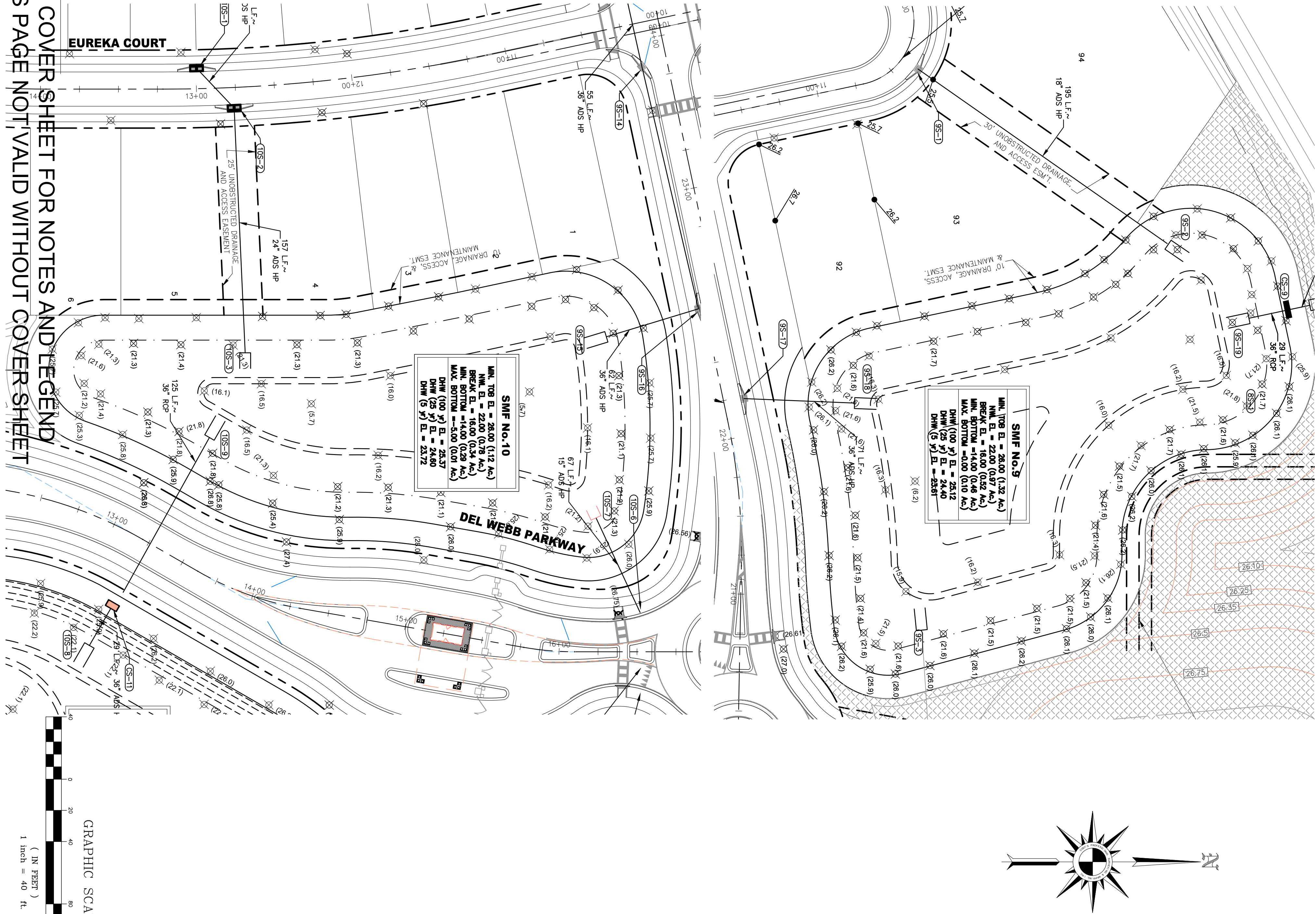
ARE AT THE HORIZONTAL AND VERTICAL LOCATIONS AS SHOWN ON THESE "AS-BUILT" DRAWINGS, AND MEET THE MINIMAL TECHNICAL STANDARDS FOR SURVEYING AND MAPPING IN THE STATE OF FLORIDA AS PER CHAPTER 471-17.051 AND 471-17.052, F.A.C. AND THAT THERE ARE NO ANY ENCROACHMENTS, EASEMENTS, OR RIGHT-OF-WAY.

ROY T. FLOWERS, JR., FLORIDA P.E. NO. 6271

PARTY CHIEF	CAD TECH
FIELD BOOK & PAGE	
DATE OF SURVEY	
JANUARY 2022-MAY 2022	

POND AS-BUILT

1. SEE COVER SHEET FOR NOTES AND LEGEND
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PAVING AND DRAINAGE AS-BUILT FOR WILDLIGHT PDP#3-PARCEL 7

PROJECT NUMBER 21020

SHEET NO. 10 OF 18

AS-BUILT (CONTRACTOR)

INFORMATION PROVIDED BY:
DATE: JULY 25, 2022
COMPANY: BURHAM CONSTRUCTION, INC.
ADDRESS: 11413 ENTERPRISE EAST BLVD.
MACLENNY, FL 32063
PHONE #: (904) 259-5380
CONTRACTOR'S SIGNATURE:
CONTRACTOR'S NAME: DAVID BURHAM
CONTRACTOR'S STATE LICENSE NO.: CUC1224415

I HEREBY CERTIFY THAT THE MATERIALS AND QUANTITIES USED IN THE CONSTRUCTION OF:

PAVEMENT

CURB & GUTTER

STORM & DRAINAGE

UNDERDRAIN CONNECTIONS

POND OR LAKE

WATER MAIN

SANITARY SEWER

SEWAGE FORCE MAIN

SEWAGE LIFT STATION

RECLAIM MAIN

ARE IN ACCORDANCE WITH THE APPROVED PLANS AND I/E SPECIFICATIONS, UNLESS OTHERWISE APPROVED BY THE PROJECT ENGINEER.

Cody's Professional Surveying & Mapping, Inc.

JAN 20 2020

(904) 696-8840 Phone
(904) 696-8841 Fax
P.O. Box 7540
Jacksonville, Florida, 32238

ROY FLOWERS, JR.
FL REGISTRATION NO. 6271
JUNE 21, 2022
FLORIDA L.B. # 7347

IN ACCORDANCE WITH CHAPTER 471, FLORIDA STATUTES, I HEREBY CERTIFY THAT THE:

PAVEMENT

CURB & GUTTER

STORM & DRAINAGE

UNDERDRAIN CONNECTIONS

POND OR LAKE

WATER MAIN

SANITARY SEWER

SEWAGE FORCE MAIN

SEWAGE LIFT STATION

RECLAIM MAIN

ARE AT THE HORIZONTAL AND VERTICAL LOCATIONS AS SHOWN ON THESE "AS-BUILT" DRAWINGS, AND MEET THE MINIMAL TECHNICAL STANDARDS FOR SURVEYING AND MAPPING IN THE STATE OF FLORIDA AS PER CHAPTER 471-17.051 AND 471-17.052 F.A.C. AND THAT THERE ARE NO ANY ENCROACHMENTS OR VIOLATIONS OF RIGHT-OF-WAY.

ROY FLOWERS, JR. FLORIDA P.E. NO. 6271

PARTY CHIEF

CAD TECH

DEL

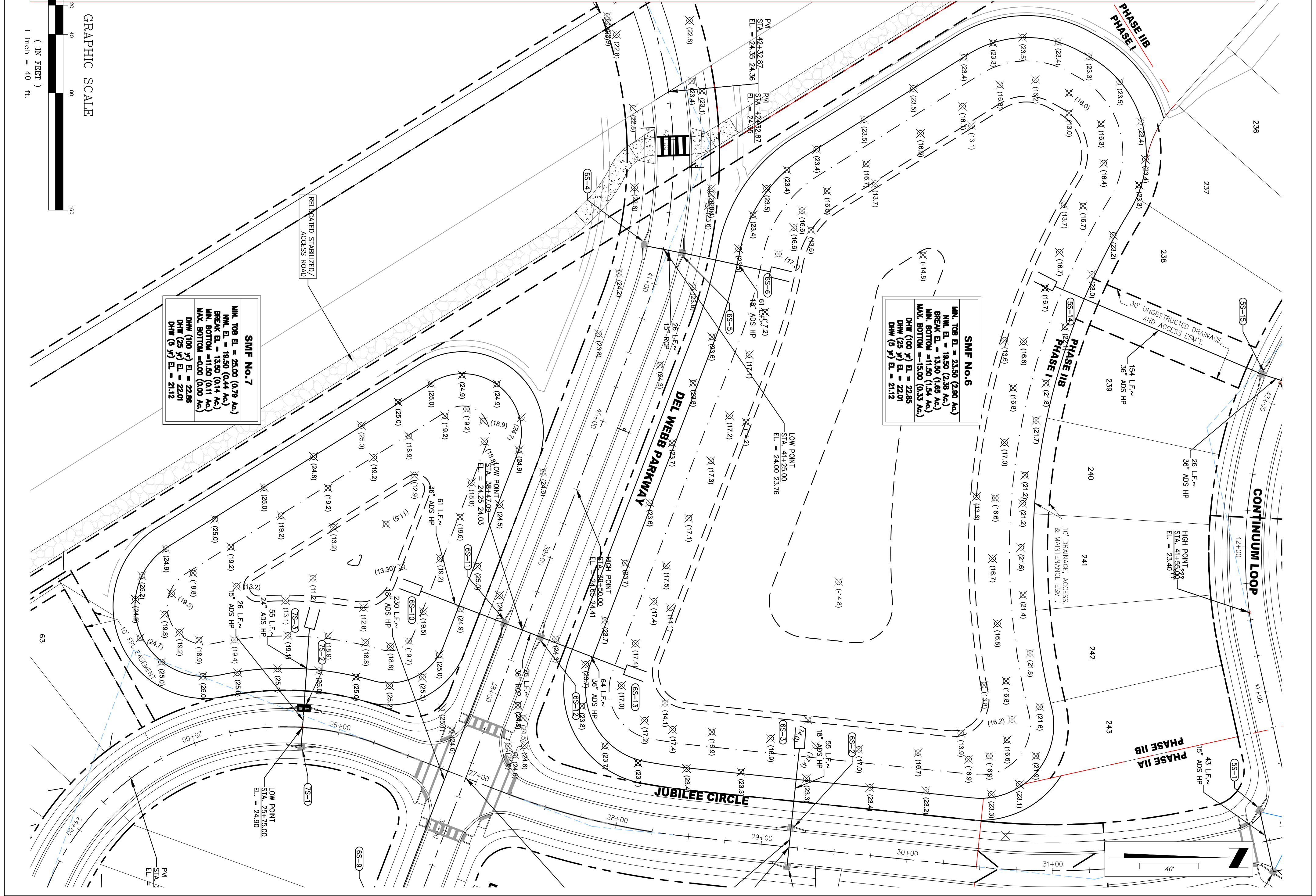
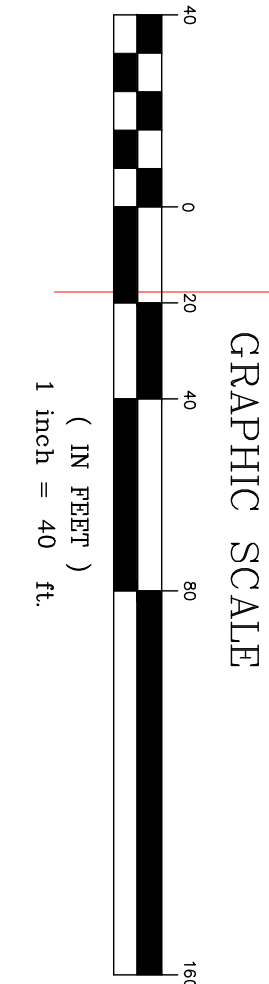
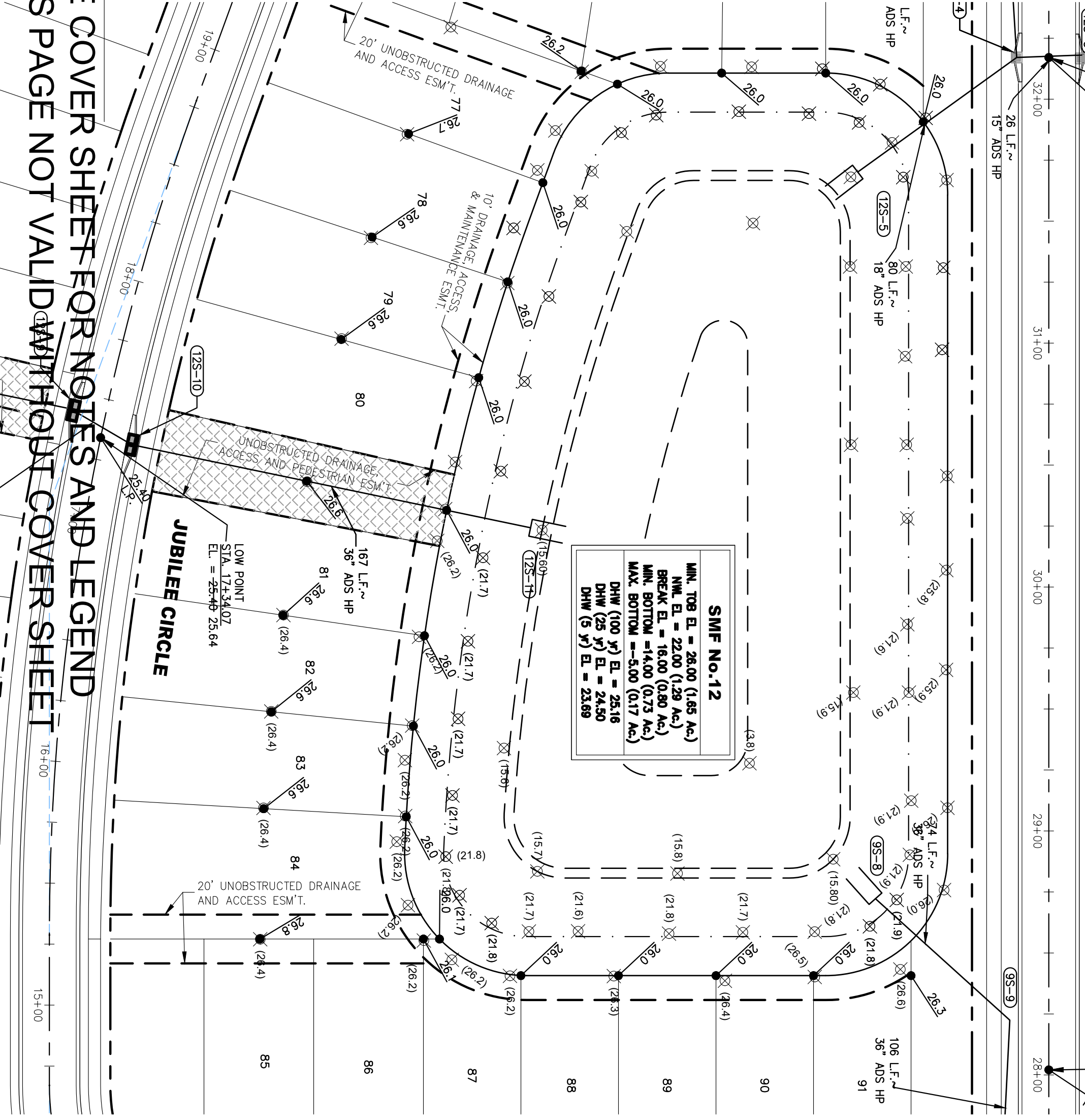
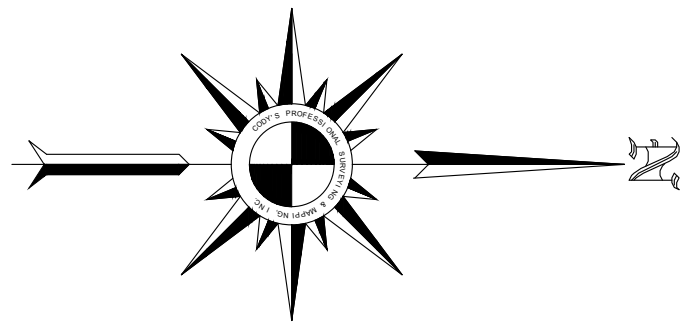
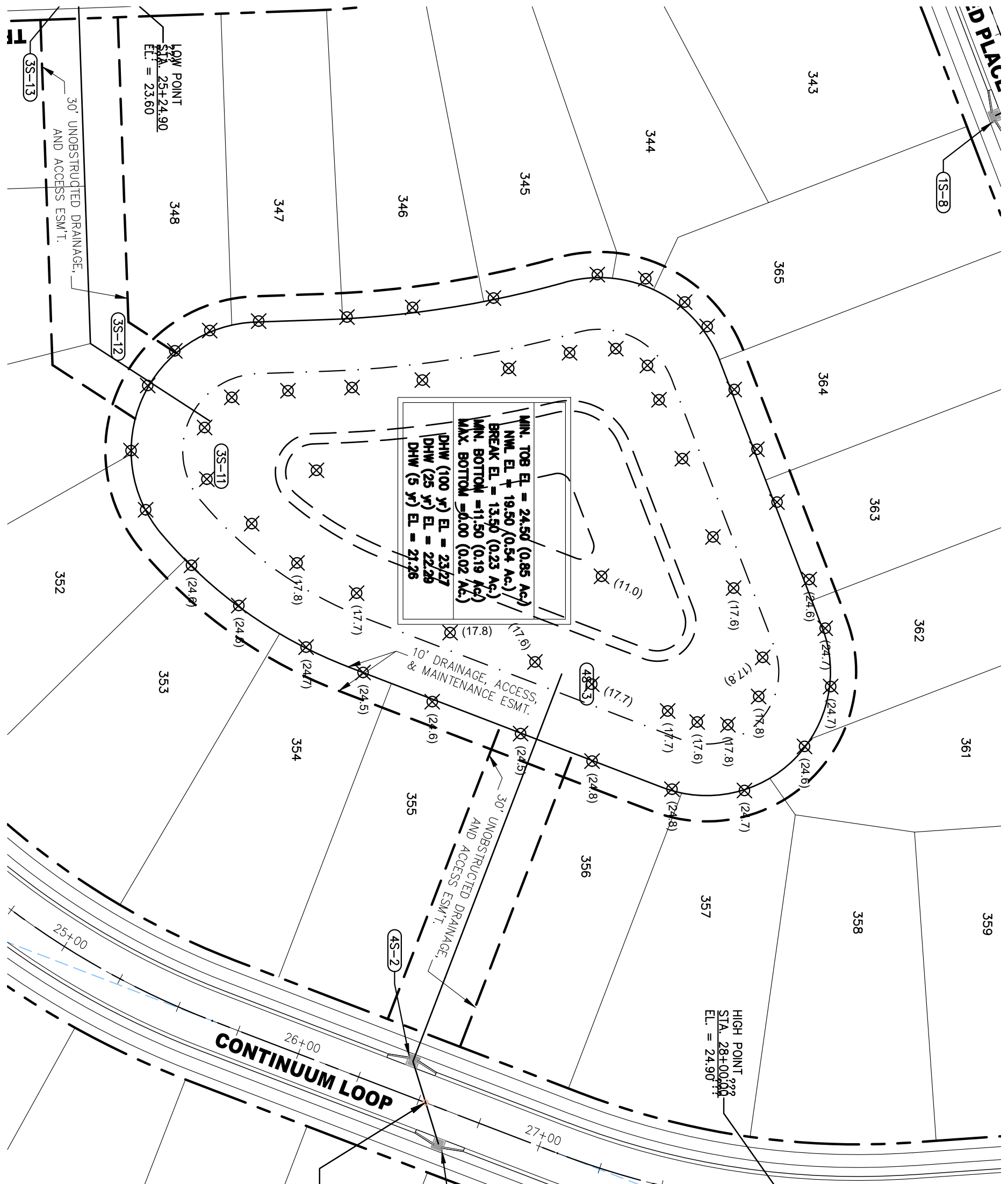
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DATE OF SURVEY

JANUARY 2022-MAY 2022

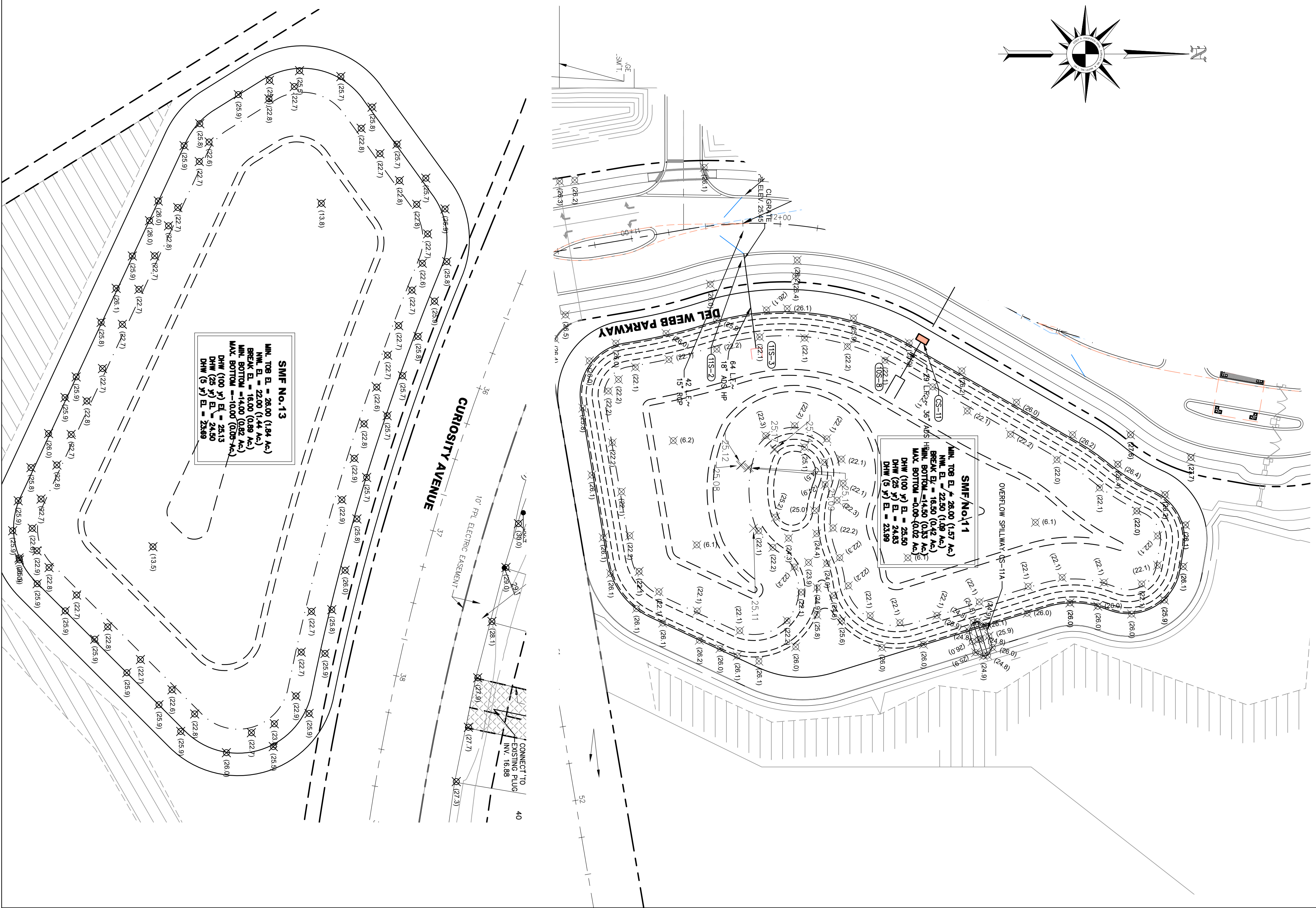
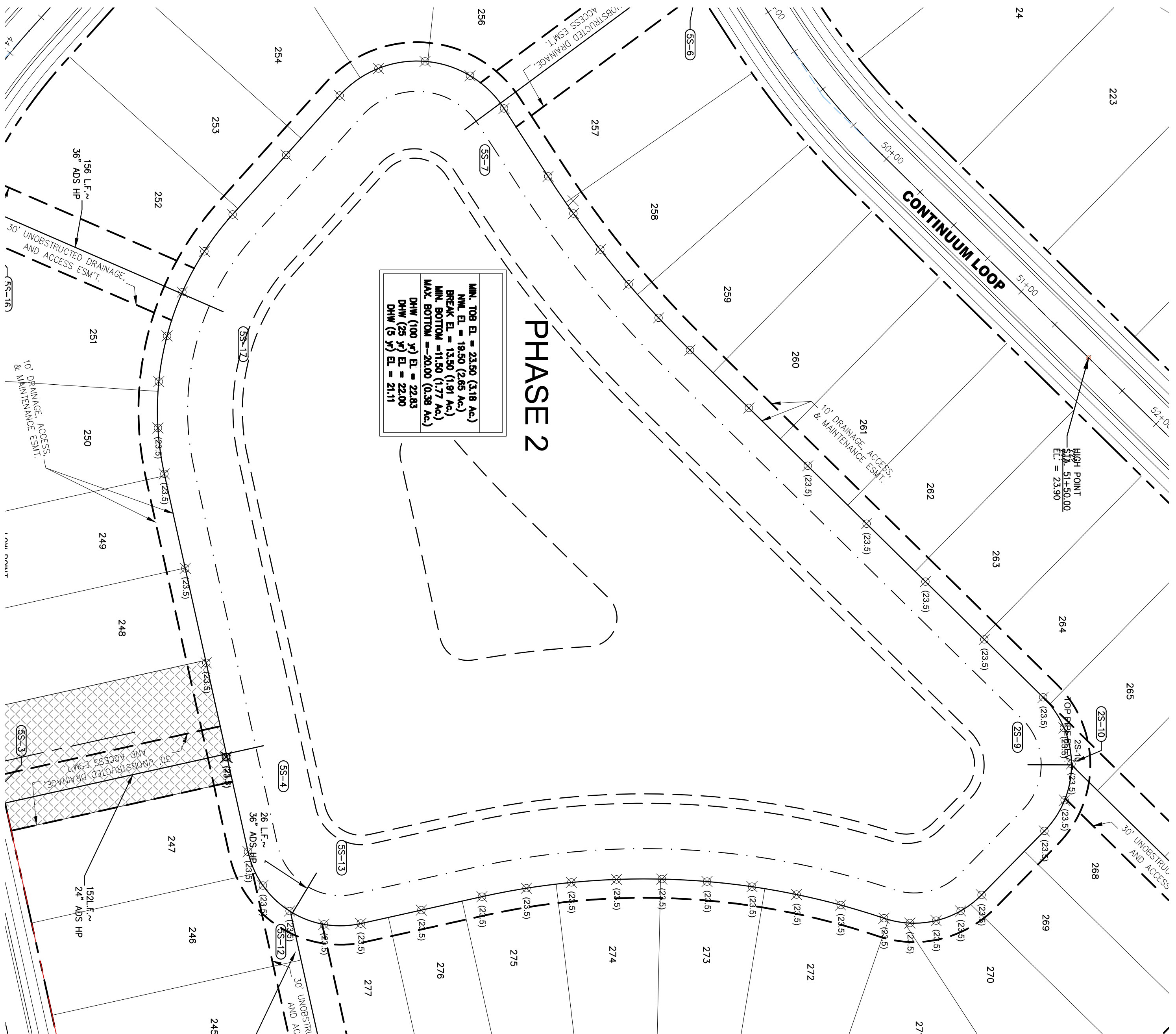
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POND AS-BUILT

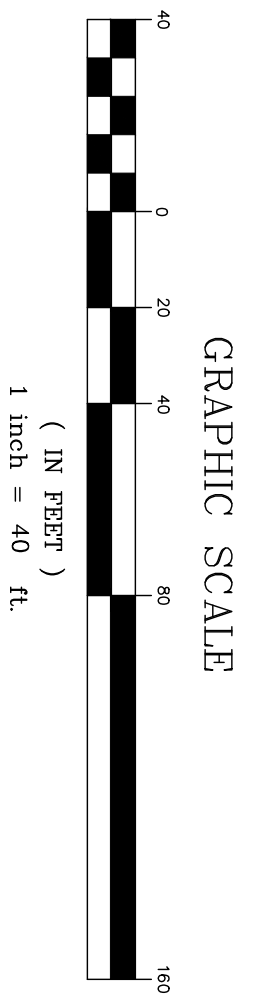


SHEET NO. 11 OF 18		PROJECT NUMBER 21020		PAVING AND DRAINAGE AS-BUILT FOR WILDLIGHT PDP#3-PARCEL 7	
AS-BUILT (CONTRACTOR)		IN HEREBY CERTIFY THAT THE MATERIALS AND QUANTITIES USED IN THE CONSTRUCTION OF:		Cody's Professional Surveying & Mapping, Inc.	
INFORMATION PROVIDED BY:		DATE: JULY 25, 2022		FL REGISTRATION NO. 6271	
COMPANY: BURHAM CONSTRUCTION, INC.		ADDRESS: 11413 ENTERPRISE EAST BLVD. MACLENNY, FL 32063		JUNE 21, 2022	
PHONE #: (904) 259-5380		CONTRACTOR'S SIGNATURE: [Signature]		FLORIDA LB. # 7347	
CONTRACTOR'S NAME: DAVID BURHAM		CONTRACTOR'S STATE LICENSE NO.: CUC1224415		ROY FLOWERS, JR.	
				FL REGISTRATION NO. 6271	
				JUNE 21, 2022	
				FLORIDA LB. # 7347	
				IN ACCORDANCE WITH CHAPTER 471, FLORIDA STATUTES, I HEREBY CERTIFY THAT THE:	
				PAVEMENT	
				CURB & GUTTER	
				STORM & DRAINAGE	
				UNDERRAINDRAIN CONNECTIONS	
				POND OR LAKE	
				WATER MAIN	
				SANITARY SEWER	
				SEWAGE FORCE MAIN	
				SEWAGE LIFT STATION	
				RECLAIM MAIN	
				ARE AT THE HORIZONTAL AND VERTICAL LOCATIONS AS SHOWN ON THESE "AS-BUILT" DRAWINGS, AND MEET THE MINIMAL TECHNICAL STANDARDS FOR SURVEYING AND MAPPING IN THE STATE OF FLORIDA AS PER CHAPTER 471-17.051 AND 471-17.052, F.A.C. AND THE DEPARTMENT OF TRANSPORTATION'S ENCROACHMENT PERMITS, OR RIGHT-OF-WAY.	
				ROY FLOWERS, JR. FLORIDA PLS NO. 6271	
PARTY CHIEF		CAD TECH		FIELD BOOK & PAGE	
DATE OF SURVEY		JANUARY 2022-MAY 2022			

POND AS-BUILT



1. SEE COVER SHEET FOR NOTES AND LEGEND
2. THIS PAGE NOT VALID WITHOUT COVER SHEET
3. SEE SHEET 14 FOR DRAINAGE TABLE



AS-BUILT (CONTRACTOR)

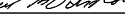
INFORMATION PROVIDED BY:

DATE: JULY 25, 2022

COMPANY: BURNHAM CONSTRUCTION, INC.

ADDRESS: 11413 ENTERPRISE EAST BLVD.
MACCLENNY, FL 32063

PHONE #: (904) 259-5380

CONTRACTOR'S SIGNATURE: 

CONTRACTOR'S NAME: DAVID BURNHAM

CONTRACTOR'S STATE LICENSE NO.: CUC1224415

I HEREBY CERTIFY THAT THE MATERIALS AND QUANTITIES
USED IN THE CONSTRUCTION OF:

___ PAVEMENT	___ WATER MAIN
___ CURB & GUTTER	___ SANITARY SEWER
___ STORM & DRAINAGE	___ SEWAGE FORCE MAIN
___ UNDERDRAIN CONNECTIONS	___ SEWAGE LIFT STATION
<u> X </u> POND OR LAKE	___ RECLAIM MAIN

ARE IN ACCORDANCE WITH THE APPROVED PLANS AND SPECIFICATIONS, UNLESS OTHERWISE APPROVED BY THE PROJECT ENGINEER.

Cody's Professional
Surveying &
Mapping, Inc.

(904) 696-8840 Phone
(904) 696-8841 Fax
P.O. Box 7540
Jacksonville, Florida, 32238

ROY T. BLOWERS, JR.
FL REGISTRATION NO. 6271
JUNE 21, 2022
FLORIDA L.B. # 7347

IN ACCORDANCE WITH CHAPTER 471, FLORIDA STATUTES, I
HEREBY CERTIFY THAT THE:

_____PAVEMENT	_____WATER MAIN
_____CURB & GUTTER	_____SANITARY SEWER
_____STORM & DRAINAGE	_____SEWAGE FORCE MAIN
_____UNDERDRAIN CONNECTIONS	_____SEWAGE LIFT STATION
_____POND OR LAKE	_____RECLAIM MAIN

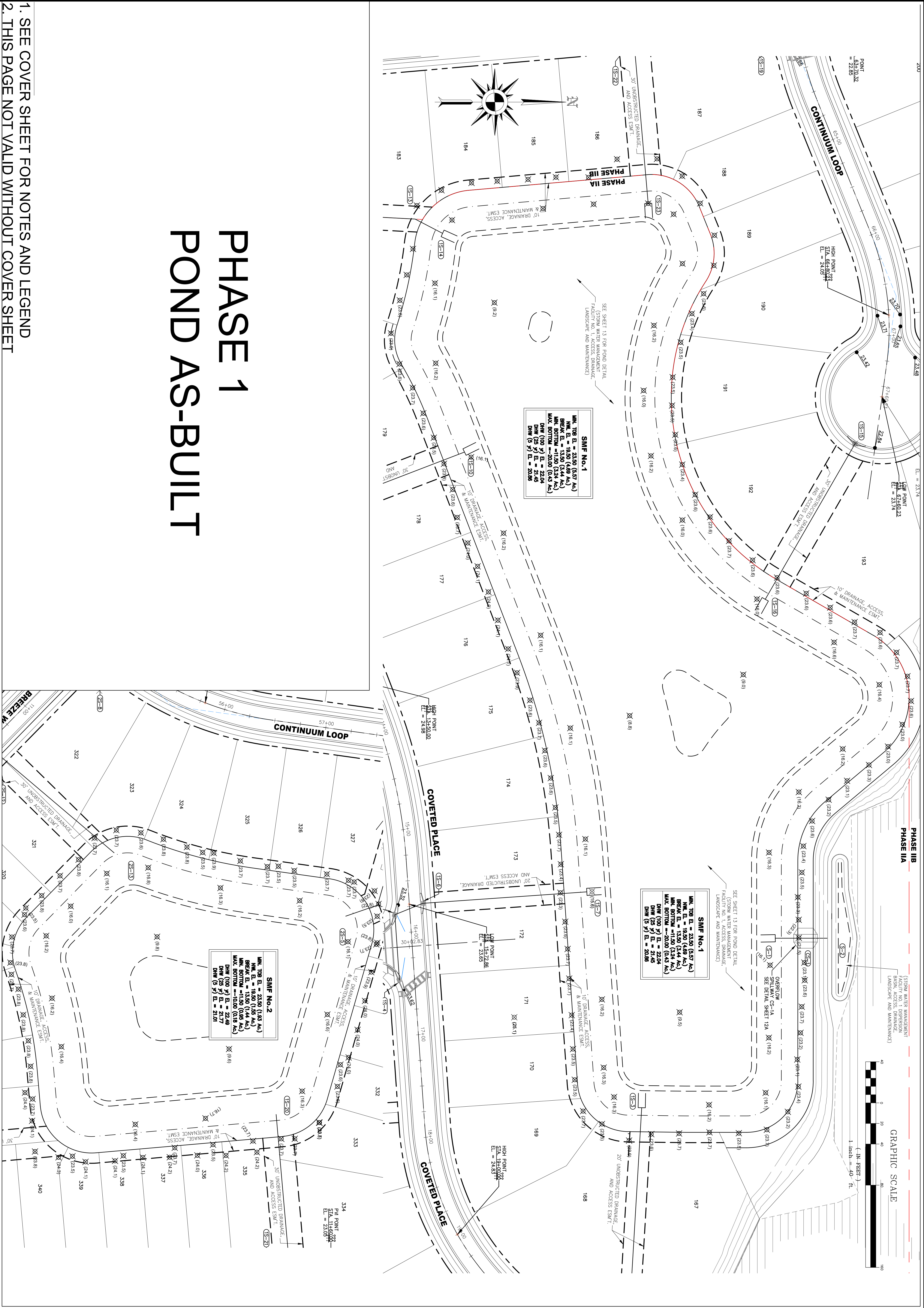
ARE AT THE HORIZONTAL AND VERTICAL LOCATIONS AS SHOWN
ON THESE "AS-BUILT" DRAWINGS, AND MEET THE MINIMAL
TECHNICAL STANDARDS FOR SURVEYING AND MAPPING IN THE
STATE OF FLORIDA AS PER CHAPTER 471, FLORIDA STATUTES
AND 5-17.052, F.A.C. AND THAT THERE ARE NOT ANY
ENCROACHMENTS OUTSIDE THE EASEMENTS OR RIGHT-OF-WAY.

[Signature]
ROY L. FLOWERS, JR. FLORIDA PCS NO. 0271

PARTY CHIEF	CAD TECH
	DEL
FIELD BOOK & PAGE	
DATE OF SURVEY	
JANUARY 2022–MAY 2022	

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PHASE 1 POND AS-BUILT



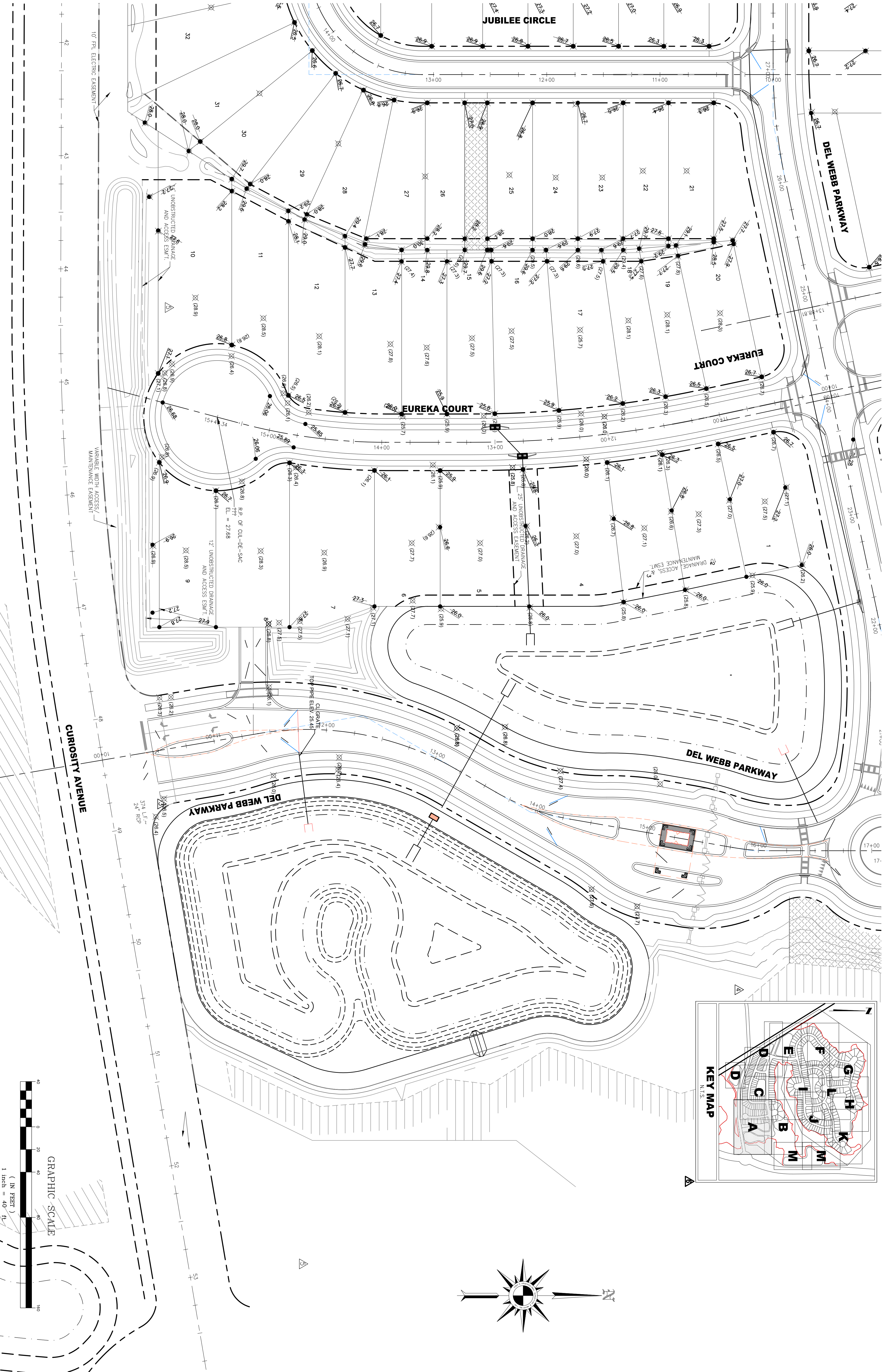
PAVING AND DRAINAGE AS-BUILT FOR WILDLIGHT PDP#3-PARCEL 7	AS-BUILT (CONTRACTOR)		I HEREBY CERTIFY THAT THE MATERIALS AND QUANTITIES USED IN THE CONSTRUCTION OF: <table><tr><td>PAVEMENT</td><td>WATER MAIN</td></tr><tr><td>CURB & GUTTER</td><td>SANITARY SEWER</td></tr><tr><td>STORM & DRAINAGE</td><td>SEWAGE FORCE MAIN</td></tr><tr><td>UNDERDRAIN CONNECTIONS</td><td>SEWAGE LIFT STATION</td></tr><tr><td>POND OR LAKE</td><td>RECLAIM MAIN</td></tr></table> ARE IN ACCORDANCE WITH THE APPROVED PLANS AND I/E/A SPECIFICATIONS, UNLESS OTHERWISE APPROVED BY THE PROJECT ENGINEER.	PAVEMENT	WATER MAIN	CURB & GUTTER	SANITARY SEWER	STORM & DRAINAGE	SEWAGE FORCE MAIN	UNDERDRAIN CONNECTIONS	SEWAGE LIFT STATION	POND OR LAKE	RECLAIM MAIN	IN ACCORDANCE WITH CHAPTER 471, FLORIDA STATUTES, I HEREBY CERTIFY THAT THE:	
	PAVEMENT	WATER MAIN													
	CURB & GUTTER	SANITARY SEWER													
	STORM & DRAINAGE	SEWAGE FORCE MAIN													
UNDERDRAIN CONNECTIONS	SEWAGE LIFT STATION														
POND OR LAKE	RECLAIM MAIN														

ARE AT THE HORIZONTAL AND VERTICAL LOCATIONS AS SHOWN ON THESE "AS-BUILT" DRAWINGS, AND MEET THE MINIMAL TECHNICAL STANDARDS FOR SURVEYING AND MAPPING IN THE STATE OF FLORIDA AS PER CHAPTER 5A-17.051 AND 5A-17.052, F.A.C. AND THAT THERE ARE NO ANY ENCROACHMENTS OR VIOLATIONS OF RIGHT-OF-WAY.

ROY T. FLOWERS, JR. FLORIDA PLS. NO. 6271

1. SEE COVER SHEET FOR NOTES AND LEGEND
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LOT AS-BUILT



PAVING AND DRAINAGE AS-BUILT
FOR
WILDLIGHT PDP#3-PARCEL 7

AS-BUILT (CONTRACTOR)
INFORMATION PROVIDED BY:
DATE: JULY 25, 2022
COMPANY: BURHAM CONSTRUCTION, INC.
ADDRESS: 11413 ENTERPRISE EAST BLVD.
MACLENNY, FL 32063
PHONE #: (904) 259-5380
CONTRACTOR'S SIGNATURE: *David Burham*
CONTRACTOR'S NAME: DAVID BURHAM
CONTRACTOR'S STATE LICENSE NO.: CUC1224415

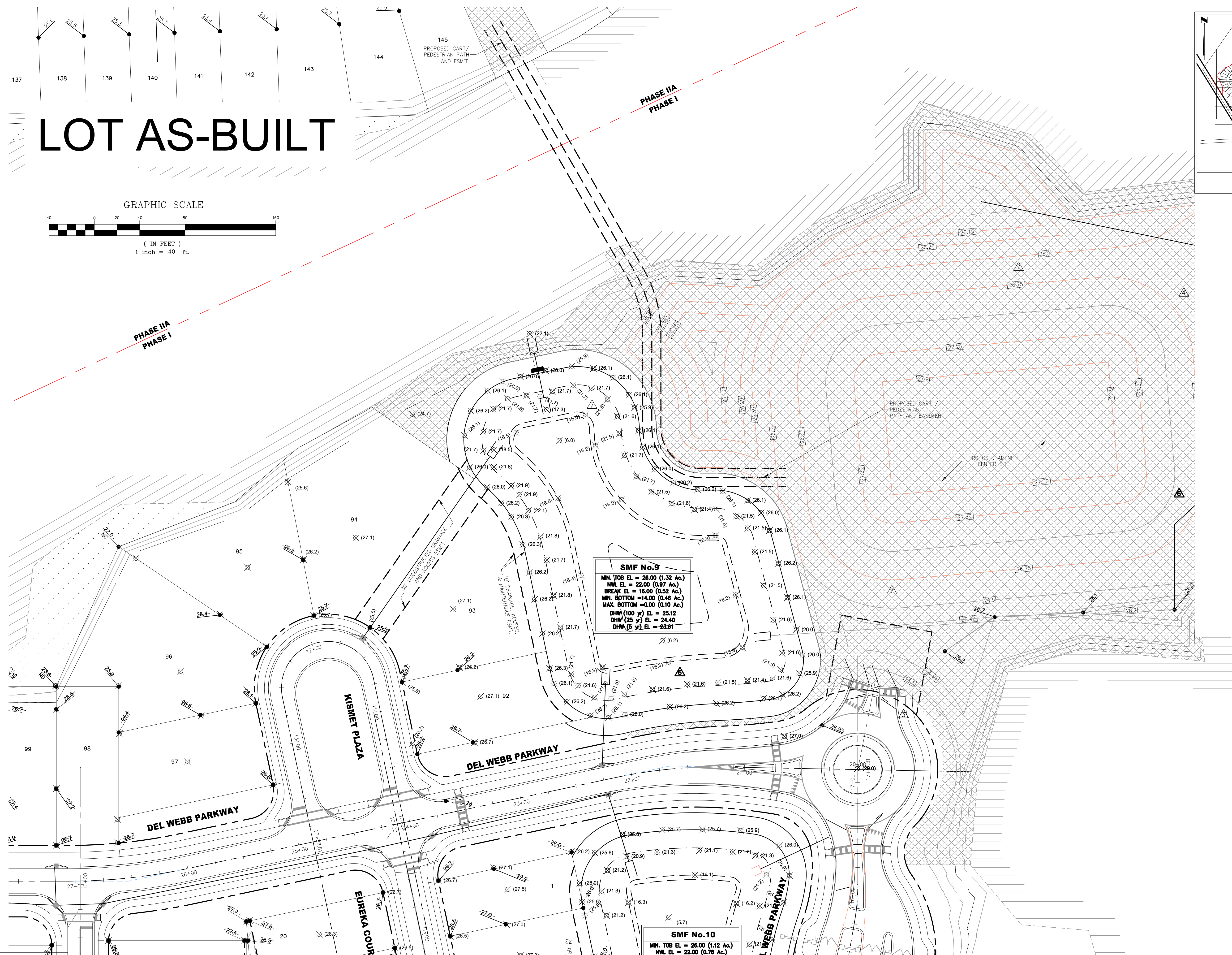
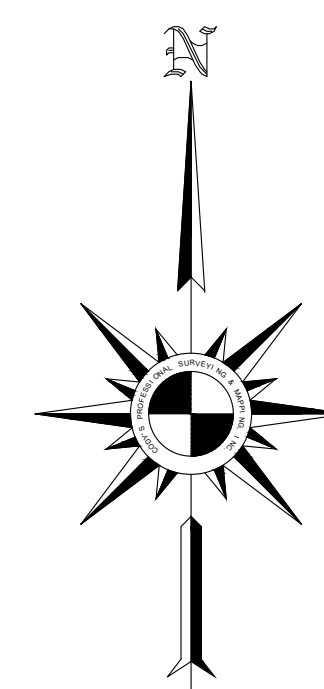
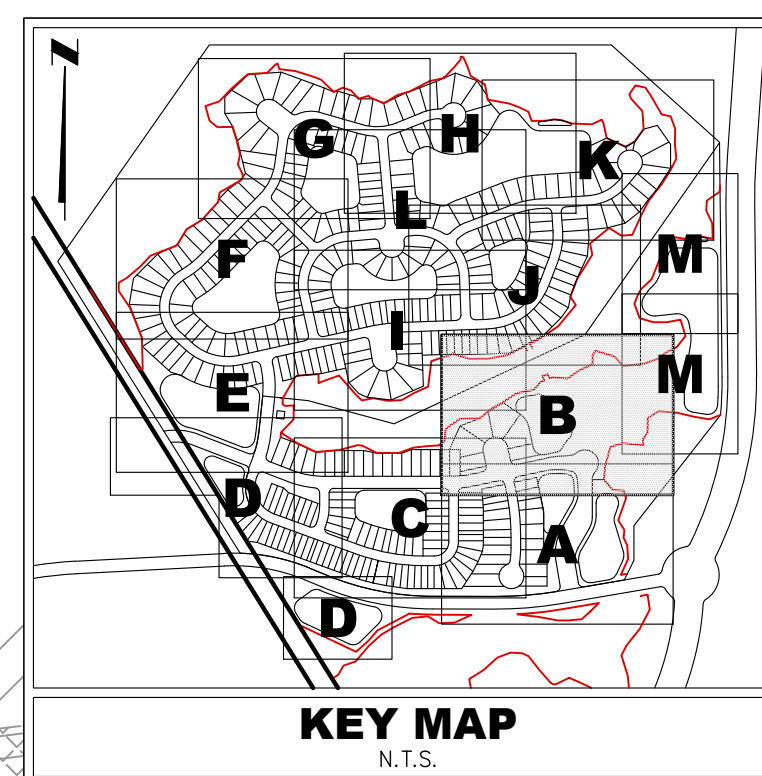
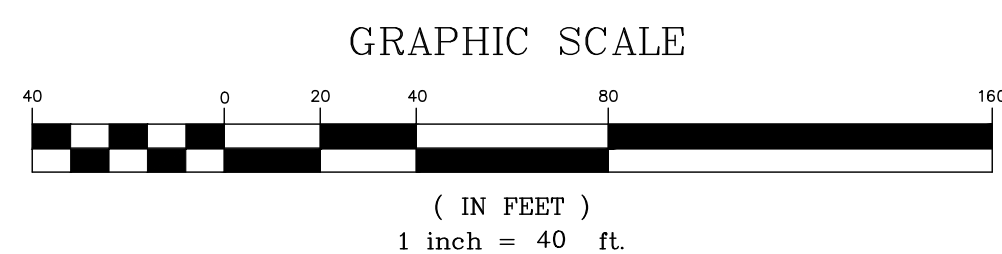
I HEREBY CERTIFY THAT THE MATERIALS AND QUANTITIES
USED IN THE CONSTRUCTION OF:
X LOT _____ WATER MAIN
X CURB & GUTTER _____ SANITARY SEWER
X STORM & DRAINAGE _____ SEWAGE FORCE MAIN
X UNDERDRAIN CONNECTIONS _____ SEWAGE LIFT STATION
X POND OR LAKE _____ RECLAIM MAIN
ARE IN ACCORDANCE WITH THE APPROVED PLANS AND JEA
SPECIFICATIONS, UNLESS OTHERWISE APPROVED BY THE
PROJECT ENGINEER.

Cody's Professional
Surveying &
Mapping, Inc.
(904) 696-8840 Phone
(904) 696-8841 Fax
P.O. Box 7540
Jacksonville, Florida, 32238

ROY FLOWERS, JR.
FL REGISTRATION NO. 6271
JUNE 21, 2022
FLORIDA L.B. # 7347

IN ACCORDANCE WITH CHAPTER 471, FLORIDA STATUTES, I
HEREBY CERTIFY THAT THE:
X LOT _____ WATER MAIN
X CURB & GUTTER _____ SANITARY SEWER
X STORM & DRAINAGE _____ SEWAGE FORCE MAIN
X UNDERDRAIN CONNECTIONS _____ SEWAGE LIFT STATION
X POND OR LAKE _____ RECLAIM MAIN
ARE AT THE HORIZONTAL AND VERTICAL LOCATIONS AS SHOWN
ON THESE "AS-BUILT" DRAWINGS, AND MEET THE MINIMAL
TECHNICAL STANDARDS FOR SURVEYING AND MAPPING IN THE
STATE OF FLORIDA AS PER CHAPTER 53-17.051 AND
53-17.052, F.A.C. AND THAT THERE ARE NO ANY
ENCROACHMENTS, EASEMENTS, OR RIGHT-OF-WAY.
ROY T. FLOWERS, JR. FLORIDA PLS. NO. 6271

PARTY CHIEF	CAD TECH
	DEL
FIELD BOOK & PAGE	
DATE OF SURVEY	
JANUARY 2022-MAY 2022	



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LOT AS-BUILT

UBIQUITY WAY
JUBILEE CIRCLE
DEL WEBB PARKWAY
KISMET PLAZA
DEL WEBB
EUREKA COURT

UNOBSTRUCTED DRAINAGE ACCESS AND PEDESTRIAN ESM.
UNOBSTRUCTED DRAINAGE ACCESS AND PEDESTRIAN ESM.
UNOBSTRUCTED DRAINAGE ACCESS AND PEDESTRIAN ESM.

SMF No. 12
MIN. TOP EL. = 26.00 (1.85 A.C.)
MIN. BOTTOM EL. = 24.00 (1.29 A.C.)
MAX. BOTTOM EL. = 26.00 (1.29 A.C.)
DHW (100 Y) EL. = 24.50
DHW (50 Y) EL. = 24.50
DHW (25 Y) EL. = 24.50

CURIOUS AVENUE

JUBILEE CIRCLE

GRAPHIC SCALE
(IN FEET)
1 inch = 40 ft.

KEY MAP
N.T.S.

SHEET NO. 16 OF 18
PROJECT NUMBER 21020

PAVING AND DRAINAGE AS-BUILT FOR WILDLIGHT PDP#3-PARCEL 7

AS-BUILT (CONTRACTOR)

DATE: JULY 25, 2022
COMPANY: BURHAM CONSTRUCTION, INC.
ADDRESS: 11413 ENTERPRISE EAST BLVD., MACLENNY, FL 32063
PHONE #: (904) 299-5380
CONTRACTOR'S SIGNATURE: [Signature]
CONTRACTOR'S NAME: DAVID BURHAM
CONTRACTOR'S STATE LICENSE NO.: CUC1224415

I HEREBY CERTIFY THAT THE MATERIALS AND QUANTITIES USED IN THE CONSTRUCTION OF:

X LOTS
X CURB & GUTTER
X STORM & DRAINAGE
X UNDERDRAIN CONNECTIONS
X POND OR LAKE

WATER MAIN
SANITARY SEWER
SEWAGE FORCE MAIN
SEWAGE LIFT STATION
RECLAIM MAIN

ARE IN ACCORDANCE WITH THE APPROVED PLANS AND JEA SPECIFICATIONS, UNLESS OTHERWISE APPROVED BY THE PROJECT ENGINEER.

Cody's Professional Surveying & Mapping, Inc.
(904) 696-8840 Phone
(904) 696-8841 Fax
P.O. Box 7540
Jacksonville, Florida, 32238

ROY FLOWERS, JR.
FL REGISTRATION NO. 6271
JUN12120222
FLORIDA L.B. # 7347

IN ACCORDANCE WITH CHAPTER 471, FLORIDA STATUTES, I HEREBY CERTIFY THAT THE:

X LOTS
X CURB & GUTTER
X STORM & DRAINAGE
X UNDERDRAIN CONNECTIONS
X POND OR LAKE

WATER MAIN
SANITARY SEWER
SEWAGE FORCE MAIN
SEWAGE LIFT STATION
RECLAIM MAIN

ARE AT THE HORIZONTAL AND VERTICAL LOCATIONS SHOWN ON THESE "AS-BUILT" DRAWINGS, AND MEET THE MINIMUM TECHNICAL STANDARDS FOR SURVEYING AND MAPPING IN THE STATE OF FLORIDA AS PER CHAPTER SJ-17.051 AND SJ-17.052, F.A.C. AND S.M.T. THERE ARE NO ANY ENCROACHMENTS OUTSIDE THE EASEMENTS OR RIGHT-OF-WAY.

ROY FLOWERS, JR. FLORIDA PCS NO. 6271

PARTY CHIEF
CAD TECH
DEL

FIELD BOOK & PAGE

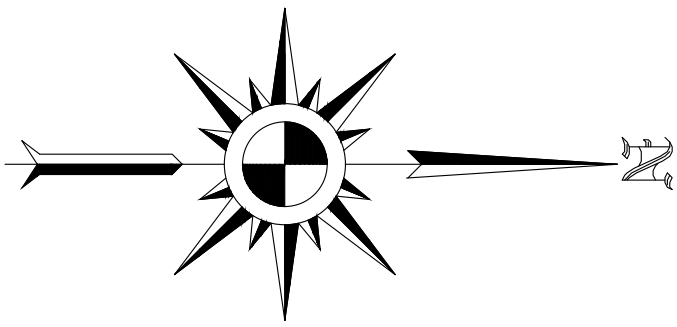
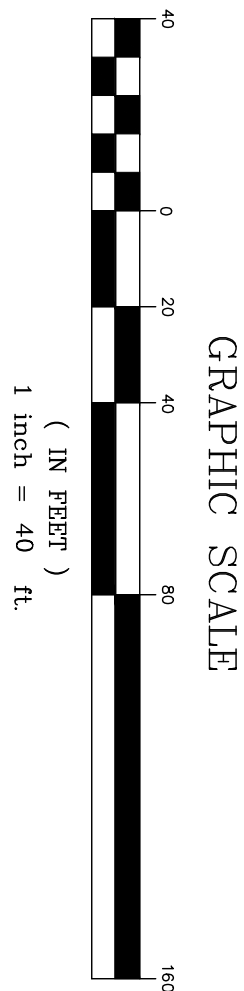
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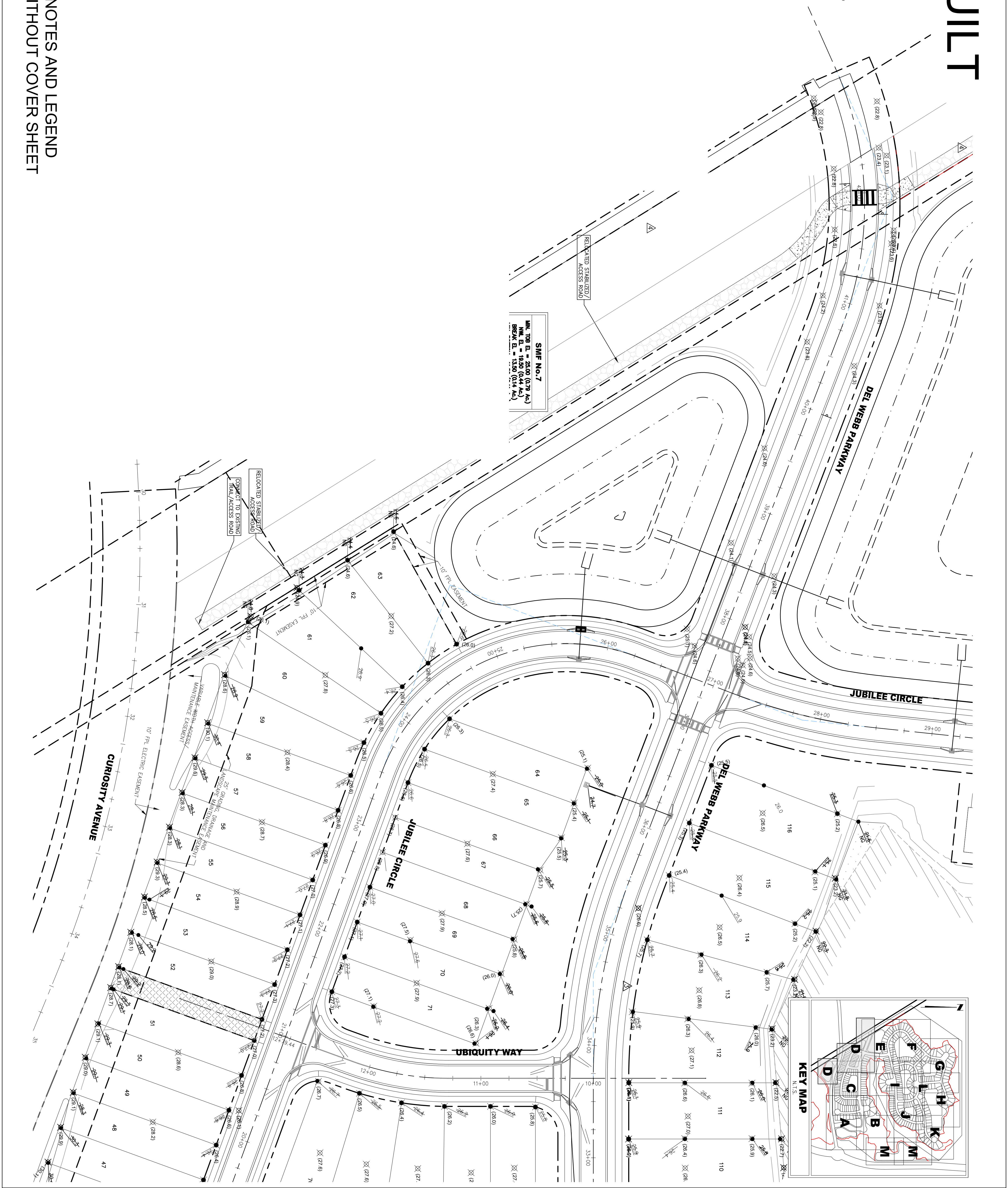
SHEET NO. 16	PROJECT NUMBER 21020	PAVING AND DRAINAGE AS-BUILT FOR WILDLIGHT PDP#3-PARCEL 7	AS-BUILT (CONTRACTOR) INFORMATION PROVIDED BY: DATE: <u>JULY 25, 2022</u> COMPANY: <u>BURNHAM CONSTRUCTION, INC.</u> ADDRESS: <u>11413 ENTERPRISE EAST BLVD.</u> <u>MACLENNY, FL 32063</u> PHONE #: <u>(904) 259-5380</u> CONTRACTOR'S SIGNATURE: <u>[Signature]</u> CONTRACTOR'S NAME: <u>DAVID BURNHAM</u> CONTRACTOR'S STATE LICENSE NO.: <u>ECUC1224415</u>	I HEREBY CERTIFY THAT THE MATERIALS AND QUANTITIES USED IN THE CONSTRUCTION OF: <table border="0"> <tr> <td>☒ LOTS</td> <td>☐ WATER MAIN</td> </tr> <tr> <td>☐ CURB & GUTTER</td> <td>☐ SANITARY SEWER</td> </tr> <tr> <td>☐ STORM & DRAINAGE</td> <td>☐ SEWAGE FORCE MAIN</td> </tr> <tr> <td>☐ UNDERDRAIN CONNECTIONS</td> <td>☐ SEWAGE LIFT STATION</td> </tr> <tr> <td>☐ POND OR LAKE</td> <td>☐ RECLAIM MAIN</td> </tr> </table> ARE IN ACCORDANCE WITH THE APPROVED PLANS AND JEA SPECIFICATIONS, UNLESS OTHERWISE APPROVED BY THE PROJECT ENGINEER.	☒ LOTS	☐ WATER MAIN	☐ CURB & GUTTER	☐ SANITARY SEWER	☐ STORM & DRAINAGE	☐ SEWAGE FORCE MAIN	☐ UNDERDRAIN CONNECTIONS	☐ SEWAGE LIFT STATION	☐ POND OR LAKE	☐ RECLAIM MAIN	 Cody's Professional Surveying & Mapping, Inc. (904) 696-8840 Phone (904) 696-8841 Fax P.O. Box 7540 Jacksonville, Florida, 32238	 ROY A. FLOWERS, JR. FL REGISTRATION NO. 6271 JUN 16/21 0222 FLORIDA L.B. # 7347	IN ACCORDANCE WITH CHAPTER 471, FLORIDA STATUTES, I HEREBY CERTIFY THAT THE: <table border="0"> <tr> <td>☐ LOTS</td> <td>☐ WATER MAIN</td> </tr> <tr> <td>☐ CURB & GUTTER</td> <td>☐ SANITARY SEWER</td> </tr> <tr> <td>☐ STORM & DRAINAGE</td> <td>☐ SEWAGE FORCE MAIN</td> </tr> <tr> <td>☐ UNDERDRAIN CONNECTIONS</td> <td>☐ SEWAGE LIFT STATION</td> </tr> <tr> <td>☐ POND OR LAKE</td> <td>☐ RECLAIM MAIN</td> </tr> </table> ARE AT THE HORIZONTAL AND VERTICAL LOCATIONS AS SHOWN ON THESE "AS-BUILT" DRAWINGS, AND MEET THE MINIMUM TECHNICAL STANDARDS FOR SURVEYING MAPPING IN THE STATE OF FLORIDA, F.A.C. PER CHAPTER SJ-17.051 AND SJ-17.052, F.A.C. AND DMT. DMTS ARE NOT A ENCROACHMENT OUTSIDE THE EASEMENTS, OR RIGHT-OF-WAY. ROY A. FLOWERS, JR., FLORIDA P.E. NO. 6271	☐ LOTS	☐ WATER MAIN	☐ CURB & GUTTER	☐ SANITARY SEWER	☐ STORM & DRAINAGE	☐ SEWAGE FORCE MAIN	☐ UNDERDRAIN CONNECTIONS	☐ SEWAGE LIFT STATION	☐ POND OR LAKE	☐ RECLAIM MAIN	PARTY CHIEF 	CAD TECH
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LOT AS-BUILT



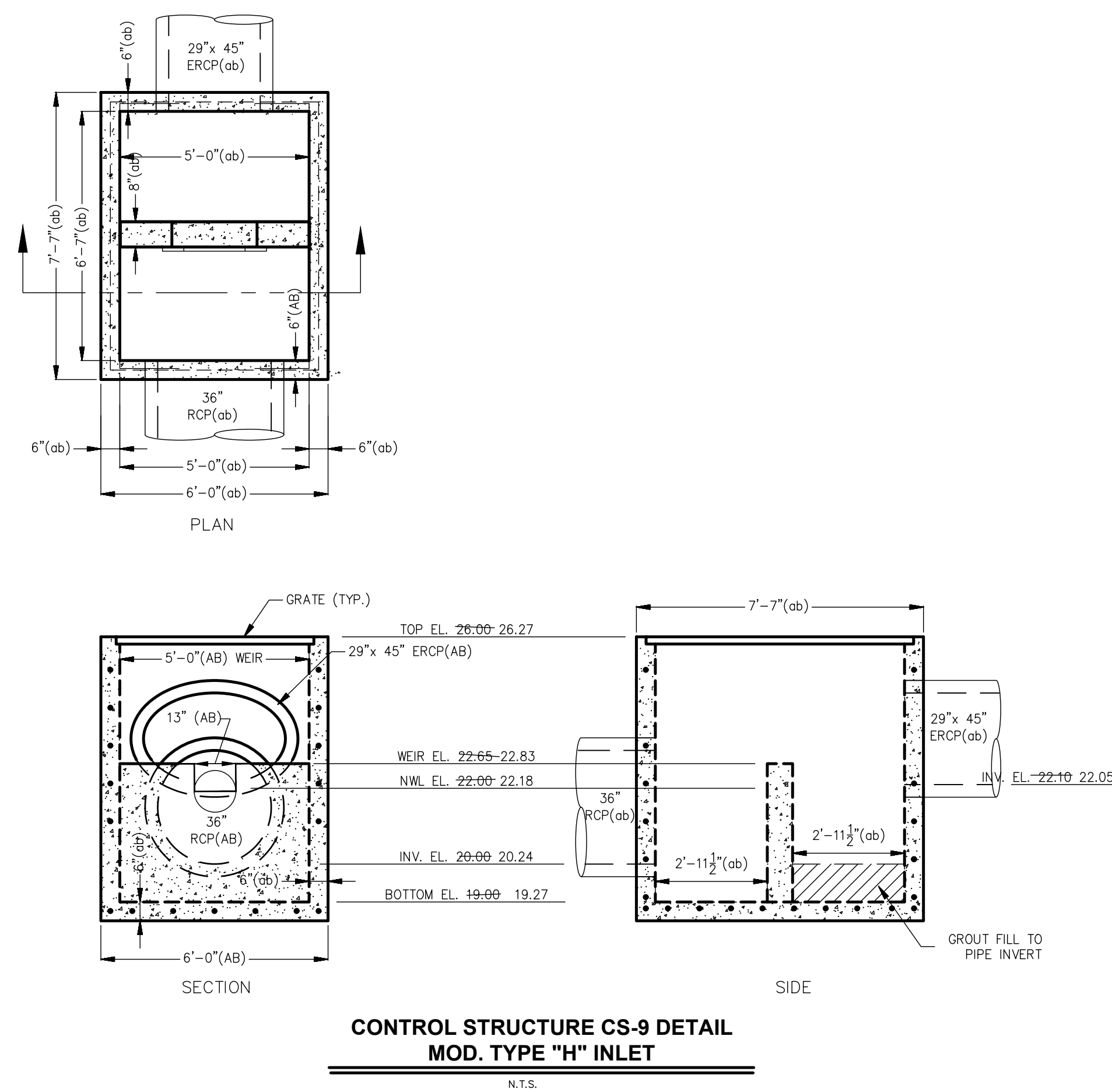
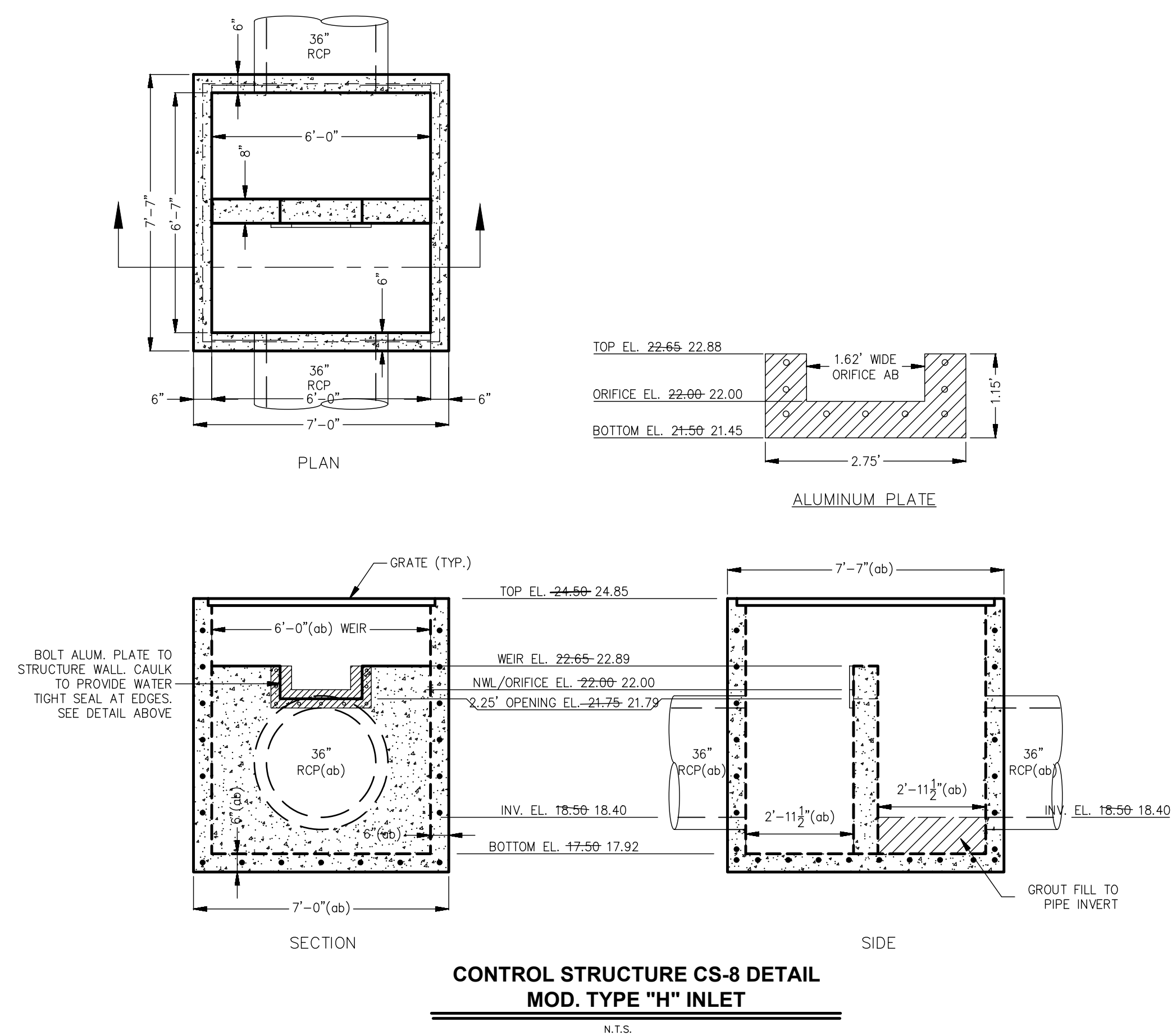
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SHEET NO. 17 OF 18	PROJECT NUMBER 21020	PAVING AND DRAINAGE AS-BUILT FOR WILDLIGHT PDP#3-PARCEL 7	AS-BUILT (CONTRACTOR) INFORMATION PROVIDED BY: DATE: JULY 25, 2022 COMPANY: BURHAM CONSTRUCTION, INC. ADDRESS: 11413 ENTERPRISE EAST BLVD. MACLENNY, FL 32063 PHONE #: (904) 259-5380 CONTRACTOR'S SIGNATURE: CONTRACTOR'S NAME: DAVID BURHAM CONTRACTOR'S STATE LICENSE NO.: CUC1224415	I HEREBY CERTIFY THAT THE MATERIALS AND QUANTITIES USED IN THE CONSTRUCTION OF: PAVEMENT CURB & GUTTER STORM & DRAINAGE UNDERDRAIN CONNECTIONS LOTS WATER MAIN SANITARY SEWER SEWAGE FORCE MAIN SEWAGE LIFT STATION RECLAIM MAIN ARE IN ACCORDANCE WITH THE APPROVED PLANS AND JEA SPECIFICATIONS, UNLESS OTHERWISE APPROVED BY THE PROJECT ENGINEER.	Cody's Professional Surveying & Mapping, Inc. (904) 696-8840 Phone (904) 696-8841 Fax P.O. Box 7540 Jacksonville, Florida, 32238	ROY T. FLOWERS, JR. FL REGISTRATION NO. 6271 JUNE 21, 2022 FLORIDA L.B. # 7347	IN ACCORDANCE WITH CHAPTER 471, FLORIDA STATUTES, I HEREBY CERTIFY THAT THE: PAVEMENT CURB & GUTTER STORM & DRAINAGE UNDERDRAIN CONNECTIONS LOTS WATER MAIN SANITARY SEWER SEWAGE FORCE MAIN SEWAGE LIFT STATION RECLAIM MAIN ARE AT THE HORIZONTAL AND VERTICAL LOCATIONS AS SHOWN ON THESE "AS-BUILT" DRAWINGS, AND MEET THE MINIMAL TECHNICAL STANDARDS FOR SURVEYING AND MAPPING IN THE STATE OF FLORIDA AS PER CHAPTER 471-17.051 AND 471-17.052, F.A.C. AND THAT THERE ARE NO ANY ENCROACHMENTS OR VIOLATIONS OF EASEMENTS OR RIGHT-OF-WAY. ROY T. FLOWERS, JR., FLORIDA P.E. NO. 6271	PARTY CHIEF CAD TECH DEL FIELD BOOK & PAGE DATE OF SURVEY JANUARY 2022-MAY 2022
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SHEET NO.	18	PROJECT NUMBER	21020	OF	18	PAVING AND DRAINAGE AS-BUILT FOR WILDLIGHT PDP#3-PARCEL 7	AS-BUILT (CONTRACTOR) INFORMATION PROVIDED BY: DATE: <u>JULY 25, 2022</u> COMPANY: <u>BURNHAM CONSTRUCTION, INC.</u> ADDRESS: <u>11413 ENTERPRISE EAST BLVD.</u> <u>MACLENNY, FL 32063</u> PHONE #: <u>(904) 298-5385</u> CONTRACTOR'S SIGNATURE: <u>[Signature]</u> CONTRACTOR'S NAME: <u>DAVID BURNHAM</u> CONTRACTOR'S STATE LICENSE NO.: <u>SCU2124415</u>	I HEREBY CERTIFY THAT THE MATERIALS AND QUANTITIES USED IN THE CONSTRUCTION OF: <table style="width:100%; border: none;"> <tr> <td style="width:50%; border: none;"> <u>PAVEMENT</u> <u>CURB & GUTTER</u> <u>STORM & DRAINAGE</u> <u>UNDERDRAIN CONNECTIONS</u> <u>POND OR LAKE</u> </td> <td style="width:50%; border: none;"> <u>WATER MAIN</u> <u>SANITARY SEWER</u> <u>SEWAGE FORCE MAIN</u> <u>SEWAGE LIFT STATION</u> <u>LOTS</u> </td> </tr> </table> ARE IN ACCORDANCE WITH THE APPROVED PLANS AND JEA SPECIFICATIONS, UNLESS OTHERWISE APPROVED BY THE PROJECT ENGINEER.	<u>PAVEMENT</u> <u>CURB & GUTTER</u> <u>STORM & DRAINAGE</u> <u>UNDERDRAIN CONNECTIONS</u> <u>POND OR LAKE</u>	<u>WATER MAIN</u> <u>SANITARY SEWER</u> <u>SEWAGE FORCE MAIN</u> <u>SEWAGE LIFT STATION</u> <u>LOTS</u>	Cody's Professional Surveying & Mapping, Inc. (904) 696-8840 Phone (904) 696-8841 Fax P.O. Box 7540 Jacksonville, Florida, 32238	ROY T. FLOWERS, JR. FL REGISTRATION NO. 6271 APRIL 2022 FLORIDA L.B. # 7347	IN ACCORDANCE WITH CHAPTER 471, FLORIDA STATUTES, I HEREBY CERTIFY THAT THE: <table style="width:100%; border: none;"> <tr> <td style="width:50%; border: none;"> <u>PAYMENT</u> <u>CURB & GUTTER</u> <u>STORM & DRAINAGE</u> <u>UNDERDRAIN CONNECTIONS</u> <u>POND OR LAKE</u> </td> <td style="width:50%; border: none;"> <u>WATER MAIN</u> <u>SANITARY SEWER</u> <u>SEWAGE FORCE MAIN</u> <u>SEWAGE LIFT STATION</u> <u>LOTS</u> </td> </tr> </table> ARE AT THE HORIZONTAL AND VERTICAL LOCATIONS AS SHOWN ON THESE AS-BUILT DRAWINGS, AND MEET THE MINIMUM TECHNICAL STANDARDS FOR SURVEYING AND MAPPING IN THE STATE OF FLORIDA AS PER CHAPTER SJ-17.051, AND SJ-17.052, F.A.C. AND SMI. THERE ARE NO OTHER ENCROACHMENTS OUTSIDE THE EASEMENTS OR RIGHT-OF-WAY. ROY T. FLOWERS, JR. FLORIDA P.E. NO. 6271	<u>PAYMENT</u> <u>CURB & GUTTER</u> <u>STORM & DRAINAGE</u> <u>UNDERDRAIN CONNECTIONS</u> <u>POND OR LAKE</u>	<u>WATER MAIN</u> <u>SANITARY SEWER</u> <u>SEWAGE FORCE MAIN</u> <u>SEWAGE LIFT STATION</u> <u>LOTS</u>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%; text-align: center;">PARTY CHIEF</td> <td style="width:50%; text-align: center;">CAD TECH</td> </tr> <tr> <td style="height: 40px;"></td> <td style="text-align: center;">DEL</td> </tr> </table>	PARTY CHIEF	CAD TECH		DEL
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PROPERTY INFORMATION REPORT

Order No.: 11191435
Customer Reference Number 4511

Addressee:
Rayonier, Inc
1 Rayonier Way
Wildlight, FL 32097
111-111-1111

Fidelity National Title Insurance Company has caused to be made a 30 year search of the Public Records of Nassau County, Florida, ("Public Records"), from , through 07/24/2023 8:00 AM, as to the following described real property lying and being in the aforesaid County, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

As of the effective date of this Report, the apparent record Fee Simple title owner(s) to the above-described real property is/are:

Wildlight LLC, a Delaware limited liability company

The following liens against the said real property recorded in the aforesaid Public Records have been found:

1. None

OTHER MATTERS OF RECORD:

2. Matters contained in that certain Long Term Master Plan Conversion Agreement for East Nassau Comprehensive Planning Area recorded August 9, 2011 Official Records Book 1750, page 809.
3. Matters contained in that certain Nassau County Ordinance No. 2013-11, being a Development Order for the East Nassau Employment Center recorded July 5, 2013 in Official Records Book 1866, page 438, as amended by Adjustment recorded July 23, 2015 in Official Records Book 1993, page 44.
4. East Nassau Community Planning Area Proposed Transportation Improvements and Mobility Fee Agreement recorded July 10, 2013 in Official Records Book 1866, page 1416, and as amended by instrument recorded July 23, 2015 in Official Records Book 1993, page 22.
5. Perpetual Easement for the purpose of Constructing and Maintaining Drainage as set out in Stipulated Order of Taking and Final Judgment recorded May 6, 2014 in Official Records Book 1915, page 1740.
6. Matters contained in that certain Notice of Department of the Army Permit recorded December 18, 2015 in Official Records Book 2019, page 1437.
7. Recorded Notice of Environmental Resource Permit as set out in instrument recorded August 11, 2016 in Official Records Book 2064, page 1030.
8. Consent of JEA to the Establishment of an Independent Special District recorded March 30, 2017 in Official Records Book 2110, page 480.

9. Notice of Creation and Establishment of the East Nassau Stewardship District as set out in instrument recorded June 30, 2017 in Official Records Book 2130, page 727; Validation recorded July 26, 2018 in Official Records Book 2214, page 289.
10. Restrictions, covenants, and conditions, which include provisions for a private charge or assessment, as contained in the Community Covenant for Florida Lowcountry Foundation, Inc. recorded July 3, 2017 in Official Records Book 2130, page 1407; First Amendment and Supplement recorded September 1, 2017 in Official Records Book 2144, page 757; Supplemental recorded August 3, 2021 in Official Records Book 2484, page 1587.
11. Provisions, including a Community Enhancement Fee, as set forth in the Community Charter for Wildlight Residential Properties, assigned to Neighborhood 1, recorded September 1, 2017 in Official Records Book 2144, page 617; Supplement recorded September 6, 2018 in Official Records Book 2220, page 1531; Supplemental recorded August 3, 2021 in Official Records Book 2484, page 1587; Amendment to Community Charter for Wildlight Residential Properties and Amended and Restated By-Laws of Wildlight Residential Association, Inc. recorded September 24, 2021 in Official Records Book 2499, page 1446.
12. Grant of Easement in favor of Comcast of Florida /Georgia / Illinois / Michigan, LLC as set out in instrument recorded February 9, 2018 in Official Records Book 2176, page 356.
13. Declaration of Consent to Jurisdiction of the East Nassau Stewardship District and to Imposition of Series 2018 Special Assessments recorded January 9, 2019 in Official Records Book 2247, page 1757.
14. Notice of Series 2018 Special Assessments East Nassau Stewardship District recorded January 9, 2019 in Official Records Book 2247, page 1762.
15. Master Disclosure of Public Financing and Maintenance of Improvements to Real Property Undertaken by the East Nassau Stewardship District recorded May 7, 2019 in Official Records Book 2272, page 1300; Supplemental Disclosure of Public Financing recorded May 7, 2019 in Official Records Book 2272, page 1445; Second Supplemental recorded December 2, 2021 in Official Records Book 2518, page 1103.
16. Declaration of Grocery Supermarket Restriction by and between Wildlight LLC, et al, and Public Super Markets, Inc. as set out in instrument recorded September 26, 2019 in Official Records Book 2307, page 1042; First Amendment recorded September 1, 2020 in Official Records Book 2388, page 842; Second Amendment recorded December 11, 2020 in Official Records Book 2415, page 1899; Third Amendment recorded March 2, 2021 in Official Records Book 2438, page 592.
17. Declaration of Consent to Jurisdiction of the East Nassau Stewardship District and to Imposition of Series 2021 Special Assessments as set out in instrument recorded May 5, 2021 in Official Records Book 2458, page 1961.
18. Collateral Assignment and Assumption of Development Rights Series 2021 Bonds as set out in instrument recorded May 5, 2021 in Official Records Book 2459, page 1.
19. Declaration of Consent to Jurisdiction of the East Nassau Stewardship District and to Imposition of Series 2021 Special Assessments as set out in instrument recorded May 5, 2021 in Official Records Book 2459, page 46.
20. True-Up Agreement Series 2021 Special Assessments as set out in instrument recorded May 5, 2021 in Official Records Book 2459, page 56.
21. Public School Concurrency Proportionate Share Mitigation Agreement as set out in instrument recorded July 14, 2021 in Official Records Book 2479, page 1054.

22. Reservation of all hunting rights and privileges, together with the right to license, lease, rent or otherwise assign and/or manage said rights, together with all income therefrom, as set out in Special Warranty Deed by and between Raydient LLC DBA Raydient Places + Properties LLC, grantor, in favor of Wildlight LLC, grantee, recorded August 9, 2021 in Official Records Book 2486, page 651. NOTE: All rights hereunder will be reserved until Grantee transfers ownership of all or any portion of the property to a non-affiliated entity, at which time this reservation will automatically terminate as to the property transferred to the non-affiliated entity.
23. Declaration of Restriction as set out in instrument recorded October 8, 2021 in Official Records Book 2503, page 990.
24. Temporary Construction and Access Easement Agreement (Series 2021 Project) as set out in instrument recorded January 28, 2022 in Official Records Book 2534, page 31.
25. Restrictions, covenants, conditions, easements, and other matters as contained on the Plat of EAST NASSAU - WILDLIGHT PDP 3 / POD 4 North, recorded February 17, 2022 in Official Records Book 2539, page 1789.
26. Restrictions, covenants, conditions, easements, and other matters as contained on the Plat of EAST NASSAU - WILDLIGHT PDP 3 / POD 5, recorded March 14, 2022 in Official Records Book 2546, page 1608.
27. Purchase and Sale Agreement by and between Wildlight LLC (seller) and Board of County Commissioners of Nassau County, Florida (buyer) as set out in instrument recorded January 20, 2023 in Official Records Book 2614, page 819.

NOTE: Taxes for the year 2022 have been paid under the following Accounts:

44-2N-27-1004-OLT1-0000; 44-2N-27-1004-OLT2-0000; 44-2N-27-1004-OLT3-0000; 44-2N-27-1004-OLT4-0000; 44-2N-27-1004-OLT5-0000; 44-2N-27-1005-OLT6-0000; 44-2N-27-1005-OLT7-0000; 44-2N-27-1005-OLT8-0000; 44-2N-27-ORW1-0000; 44-2N-27-1004-LPT4-0010; 44-2N-27-1004-LPT4-0010; 44-2N-27-1007-MTE5-0000; 44-2N-27-1004-PT41-0000; 44-2N-27-1004-PT42-0000; 44-2N-27-1004-PT43-0000; 44-2N-27-1004-PT44-0000; 44-2N-27-1004-PT45-0000; 44-2N-27-1004-RCT2-0000; 50-3N-27-1005-OLT1-0000; 50-3N-27-1005-OLT4-0000; 50-3N-27-1005-LP51-0000; 50-3N-27-1005-PT51-0000; 50-3N-27-1005-PT52-0000.

NOTE: All recording references in this form shall refer to the public records of Nassau County, Florida, unless otherwise noted.

Public Records shall be defined herein as those records currently established under the Florida Statutes for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.

This Report shows only matters disclosed in the aforesaid Public Records, and it does not purport to insure or guarantee the validity or sufficiency of any documents noted herein; nor have the contents of any such documents been examined for references to other liens or encumbrances. This Report is not to be construed as an opinion, warranty, or guarantee of title, or as a title insurance policy; and its effective date shall be the date above specified through which the Public Records were searched. This Report is being provided for the use and benefit of the Addressee(s) only, and it may not be used or relied upon by any other party. This Report may not be used by a Fidelity National Title Insurance Company agent for the purpose of issuing a Fidelity National Title Insurance Company title insurance commitment or policy.

This Report is not title insurance. Pursuant to s. 627.7843, Florida Statutes, the maximum liability of the issuer of this property information report for errors or omissions in this property information report is limited to the amount paid for this property information report, and is further limited to the person(s) expressly identified by name in the property information report as the recipient(s) of the property information report.

Fidelity National Title Insurance Company

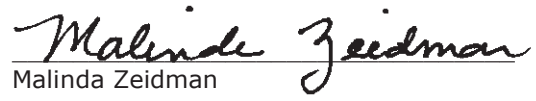

Malinda Zeidman

EXHIBIT “A”

Nassau County, Florida

East Nassau Stewardship District

Future Right of Way Tract 1, containing 2.30 acres, as shown and delineated on Plat of East Nassau – Wildlight PDP 3 / POD 4 North, recorded as Instrument No. 202245006046 in Official Records Book 2539, Pages 1789 through 1795, inclusive, in the Official Records of Nassau County, Florida.

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

- A) Pond Tract 4-1, containing 0.79 acre;
- B) Pond Tract 4-2, containing 0.76 acre;
- C) Pond Tract 4-3, containing 4.78 acres
- D) Pond Tract 4-4A, containing 1.94 acres;
- E) Pond Tract 4-5, containing 2.25 acres.

Pond Tracts shown and delineated on Plat of East Nassau – Wildlight PDP 3 / POD 5, recorded as Instrument No. 202245009432 in Official Records Book 2546, Pages 1608 through 1613, inclusive, in the Official Records of Nassau County, Florida as:

- F) Pond Tract 5-1, containing 1.40 acres;
- G) Pond Tract 5-2, containing 0.03 acre.

Easement designated as FPU Easement lying North of and adjacent to Pump Station Tract 4-1 as shown and delineated on Plat of East Nassau – Wildlight PDP 3/ POD 4 North, recorded as Instrument No. 202245006046 in Official Records Book 2539, Pages 1789 through 1795, inclusive, in the Official Records of Nassau County, Florida;

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

- A) Landscape Tract 1, containing 1.27 acres;
- B) Landscape Tract 2, containing 2.04 acres;
- C) Landscape Tract 3, containing 0.51 acre;
- D) Landscape Tract 4, containing 0.74 acre;

- E) Landscape Tract 5, containing 0.53 acre;
- F) Landscape Tract 6, containing 4.42 acres;
- G) Landscape Tract 7, containing 1.07 acres;
- H) Landscape Tract 8, containing 2.51 acres;**
- I) Landscape & Pump Station Tract 4-1, containing 0.17 acre;
- J) Landscape Tract designated as Florida Power & Light Company (110' Easement for Right of Way) and more particularly described as follows:

A portion of Florida Power & Light Company (110 foot Easement for Right of Way) as recorded in Official Records Book 273, Page 551 of the Public Records of Nassau County, Florida as shown on Plat of East Nassau – Wildlight PDP 3 / POD 4 North as recorded in Official Records Book 2539, Pages 1789, 1790, 1791, 1792, 1793, 1794 and 1795 of the Public Records of Nassau County, Florida, and being more particularly described as follows:

Commence at the Northwest corner of East Nassau – Wildlight PDP 3 / POD 4 North as recorded in Official Records Book 2539, Pages 1789, 1790, 1791, 1792, 1793, 1794 and 1795 of the Public Records of Nassau County, Florida, said point being on the Westerly Right of Way line of Florida Power & Light Company (110 foot Easement for Right of Way) as recorded in Official Records Book 273, Page 551 of the aforesaid Public Records and also said point being on the Northerly Right of Way line of Curiosity Avenue (66 foot Right of Way) as shown on said Plat of East Nassau – Wildlight PDP 3 / POD 4 North; thence on said Westerly Right of Way line, S 31°50'32" E, a distance of 76.75 feet to the Point of Beginning; thence continue on said Westerly Right of Way line, S 31°50'32" E, a distance of 1211.40 feet to a point on the Northerly line of Recreation and/or Community Amenity Tract 3 of aforesaid Plat of East Nassau – Wildlight PDP 3 / POD 4 North; thence departing said Westerly Right of Way line and on said Northerly line for the next 2 courses, N 72°22'52" E, a distance of 12.70 feet; thence N 56°16'55" E, a distance of 97.74 feet to a point on the Easterly Right of Way line of aforesaid Florida Power & Light Company (110 foot Easement for Right of Way); thence on said Easterly Right of Way line, N 31°50'32" W, a distance of 1131.83 feet to a point on the Southerly Right of Way line of aforesaid Curiosity Avenue said point also being on a curve, concave Southerly, having a radius of 967.00 feet and a central angle of 8°02'53"; thence departing said Easterly Right of Way line and on said Southerly Right of Way line and on the arc of said curve, a distance of 135.83 feet said arc being subtended by a chord which bears N 85°59'12" W, a distance of 135.72 feet to the Point of Beginning.

Landscape Tracts shown and delineated on Plat of East Nassau – Wildlight PDP 3/ POD 5, recorded as Instrument No. 202245009432 in Official Records Book 2546, Pages 1608 through 1613, inclusive, in the Official Records of Nassau County, Florida as:

- A) Landscape Tract 1, containing 0.80 acre;
- B) Landscape Tract 4, containing 0.98 acre.

Pump Station Tract 5-1 Maintenance, Access & Landscape Easement, containing 0.10 acre as shown and delineated on Plat of East Nassau – Wildlight PDP 3/ POD 5, recorded as Instrument No. 202245009432 in Official Records Book 2546, Pages 1608 through 1613, inclusive, in the Official Records of Nassau County, Florida. More specifically shown as Detail “C” on Page 1613 of said Plat.

Recreation and/or Community Amenity Tract 2, containing 15.53 acres, as shown and delineated on Plat of East Nassau – Wildlight PDP 3/ POD 4 North, recorded as Instrument No. 202245006046 in Official Records Book 2539, Pages 1789 through 1795, inclusive, in the Official Records of Nassau County, Florida.

WARRANTY AND 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

THIS WARRANTY AND RELEASE is made the 28 day of FEBRUARY, 2024, by England-Thims & Miller, Inc., whose address is 14775 Old St. Augustine Road, Jacksonville, Florida 32258 ("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 Landowner may in the future convey the Work Product to the District and for that purpose has requested Professional to confirm the release of all restrictions on the District's right to use and rely upon the Work Product.

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

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

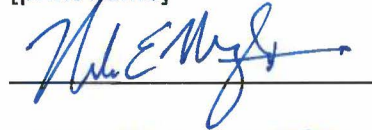
SECTION 5. CERTIFICATE OF PAYMENT. Professional hereby acknowledges that it has been fully compensated for its services and work related to completion of the Work Product. Professional further certifies that no outstanding requests for payment exist related to the Work Product identified in **Exhibit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

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

WITNESSES



Jon-Michael Barguin
[print name]



NICHOLAS MENYHART
[print name]

ENGLAND-THIMS & MILLER, INC., a Florida corporation

By: 

Name: JOHN ZACHARY BRECHT

Its: SENIOR PM / SHAREHOLDER

EXHIBIT A

Engineering by ETM: The work product associated with this Release & Warranty include Wildlight PDP #3 – Curiosity Avenue Engineering Plans, dated August 31, 2021, as related to stormwater management pond No. 13, public common area, and landscape improvements for East Nassau Stewardship District.

**EAST NASSAU
STEWARDSHIP DISTRICT**

5

RESOLUTION 2025-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EAST NASSAU STEWARDSHIP DISTRICT RESETTING THE PUBLIC HEARING ON THE DISTRICT'S ADOPTION OF AMENITY RULES, POLICIES AND FEES; AMENDING RESOLUTION 2024-41 TO SET THE PUBLIC HEARING THEREON; PROVIDING A SEVERABILITY CLAUSE; 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*, as amended, and

WHEREAS, the Board of Supervisors of the District ("Board") previously adopted Resolution 2024-41, setting the public hearing to consider the District's adoption of amenity rules, policies and fees, and set the hearing thereon for October 17, 2024, at 10:00 a.m., at the Fernandina Beach Municipal Airport, 700 Airport Road, Fernandina Beach, Florida 32034.

WHEREAS, due to a publication error, the Board desires to reset the public hearing to be held on _____, 2024 at _____ .m., at Fernandina Beach Municipal Airport, 700 Airport Road, Fernandina Beach, Florida 32034.

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

SECTION 1. PUBLIC HEARING RESET. Resolution 2024-41 is hereby amended to reflect that the public hearing is reset to _____, 2024, at _____ .m., at Fernandina Beach Municipal Airport, 700 Airport Road, Fernandina Beach, Florida 32034.

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

SECTION 3. RESOLUTION 2024-41 OTHERWISE REMAINS IN FULL FORCE AND EFFECT. Except as otherwise provided herein, all of the provisions of Resolution 2024-41 continue in full force and effect.

SECTION 3. 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 4. EFFECTIVE DATE. This Resolution shall take effect upon its passage and adoption by the Board.

PASSED AND ADOPTED this 17th day of October, 2024.

ATTEST:

EAST NASSAU STEWARDSHIP DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

**EAST NASSAU
STEWARDSHIP DISTRICT**

6

RESOLUTION 2025-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EAST NASSAU STEWARDSHIP DISTRICT AUTHORIZING AN INDIVIDUAL DESIGNATED BY THE BOARD OF SUPERVISORS TO ACT AS THE DISTRICT'S PURCHASING AGENT FOR THE PURPOSE OF PROCURING, ACCEPTING, AND MAINTAINING ANY AND ALL CONSTRUCTION MATERIALS NECESSARY FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE OR COMPLETION OF CERTAIN INFRASTRUCTURE IMPROVEMENTS AS PROVIDED IN THE DISTRICT'S ADOPTED IMPROVEMENT PLAN; PROVIDING FOR THE APPROVAL OF A WORK AUTHORIZATION; PROVIDING FOR PROCEDURAL REQUIREMENTS FOR THE PURCHASE OF MATERIALS; APPROVING THE FORM OF A PURCHASE REQUISITION REQUEST; APPROVING THE FORM OF A PURCHASE ORDER; APPROVING THE FORM OF A CERTIFICATE OF ENTITLEMENT; AUTHORIZING THE PURCHASE OF INSURANCE; 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 Chapter 189, Florida Statutes; and

WHEREAS, Chapter 2017-206, Laws of Florida, authorizes the District to construct, install, operate and/or maintain systems and facilities for certain basic infrastructure; and

WHEREAS, the District Board of Supervisors (the "Board"), upon recommendation of the District Engineer, has adopted an improvement plan, as will be supplemented and amended from time to time for the construction and installation of certain infrastructure improvements within and without the District (the "Improvements"); and

WHEREAS, the District has entered or will enter into various construction contracts for the construction and installation of the Improvements, as the same may be amended and supplemented by applicable change orders, work authorizations, work orders, or other amendments and addendums to same (collectively, the "Construction Contracts"); and

WHEREAS, the Construction Contracts allow, or may be amended to allow, for the direct purchase by the District of certain construction materials necessary for those contracts; and

WHEREAS, the District has determined that such direct purchase of construction materials will provide a significant construction cost reduction that is in the best interest of the District; and

WHEREAS, the District desires to have a District representative who is familiar with the project and who is knowledgeable in the area of procuring and handling construction materials act as its representative.

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

SECTION 1. INCORPORATION OF RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Resolution.

SECTION 2. DESIGNATION OF PURCHASING AGENT. The District Engineer is hereby appointed by the Board (the "Purchasing Agent") shall have the full authority of the District to issue purchase orders or enter into purchase agreements on behalf of the District at such times and intervals as it determines necessary for the timely receipt of construction materials required by the Contractor for the prosecution of the construction project. The form of work authorization attached hereto as **Exhibit A** is hereby approved and/or ratified, and the District Engineer shall be paid such reasonable fees, costs and expenses, related to its actions as the District's Purchasing Agent as provided for in the applicable Construction Contract(s) with the District.

SECTION 3. AUTHORIZATION TO PURCHASE FOR PURCHASING AGENT. The Purchasing Agent shall purchase on behalf of the District only those materials identified in the Construction Contracts and in amounts not to exceed the cost amount contained therein and as included in the Construction Contracts. The Purchasing Agent shall be authorized to purchase on behalf of the District any additional construction materials that are identified in a schedule of values associated with any change order(s) to the Construction Contracts or that of any subcontractor to the Contractor which is approved by the District.

SECTION 4. GENERAL AUTHORIZATION FOR PURCHASING AGENT. The Purchasing Agent is further authorized to take any other administrative actions that are consistent with his/her duties as the District's Purchasing Agent, including but not limited to, negotiating for lower prices on materials from other suppliers, arranging for the storage, delivery, and protection of purchased materials, and sending and receiving notices and releases as are required by law.

SECTION 5. BUILDERS ALL RISK INSURANCE. The District Manager is hereby directed to purchase Builders All Risk Insurance on behalf of the District and with the District as the named insured in such amounts as are necessary to cover the estimated costs of the construction materials pursuant to the Construction Contract.

SECTION 6. PROCUREMENT PROCEDURES. The procurement procedures and its exhibits, attached hereto as **Composite Exhibit B** and incorporated herein by reference, are hereby approved and/or ratified, and shall be used by the Purchasing Agent for the purchase of construction materials on behalf of the District.

SECTION 7. APPROVAL OF PRIOR AND SUBSEQUENT ACTIONS. The actions of current and prior members of the Board and District staff in effectuating the District's direct purchase of materials relative to the Construction Contracts, including but not limited to the execution of any documents related therewith, are hereby determined to be in accordance with the prior

authorizations of the District's Chairman, Vice Chair in the Chairman's absence, and/or the Board, and are hereby ratified, approved and confirmed all respects.

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 17th day of October, 2024.

ATTEST:

EAST NASSAU STEWARDSHIP DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EXHIBIT A

Work Authorization

_____, 2024

Board of Supervisors
East Nassau Stewardship District
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

Subject: **Work Authorization Number ____**
East Nassau Stewardship District

Dear Chairman, Board of Supervisors:

_____ (the "Engineer") is pleased to submit this work authorization to provide engineering services for the East Nassau Stewardship District (the "District"). We will provide these services pursuant to our current agreement dated _____ (the "Engineering Agreement") as follows:

I. Scope of Work

The Engineer will act as Purchasing Agent for the District with respect to the direct purchase of construction materials for the Improvements in accordance with the procurement procedures adopted by the Board of Supervisors.

II. Compensation

The Engineer will be compensated for this work at the hourly rates established pursuant to the Engineering Agreement.

III. Other Direct Costs

Other direct costs include items such as printing, drawings, travel, deliveries, et cetera, pursuant to the Engineering Agreement.

Engineer hereby represents it understands and will abide by all terms of the District's Procurement Procedures for Owner Purchased Material. In preparing and executing any documentation for purposes of ordering or purchasing materials in the name of and on behalf of the District, the Engineer will affirm that the vendor supplying the Owner Purchased Materials is not also the installer of the Owner Purchased Materials, and further, will affirm that the installer of the Owner Purchased Materials did not manufacture, fabricate or furnish the Owner Purchased Materials.

This work authorization, together with the Engineering Agreement, represents the entire understanding between the District and the Engineer with regard to the referenced services and supersedes any previously executed proposal or agreement related to the provision of such services. If you wish to accept this work authorization, please sign where indicated and return to our office. Thank you for the opportunity to be of service.

APPROVED AND ACCEPTED

Sincerely,

ENGLAND-THIMS & MILLER, INC.

By:

Authorized Representative of District

Date:

By: _____

COMPOSITE EXHIBIT B

PROCUREMENT PROCEDURES FOR OWNER PURCHASED MATERIAL

1. Purchase Requisition Request Forms. At least ten (10) calendar days prior to CONTRACTOR ordering construction materials, CONTRACTOR shall prepare and forward to the East Nassau Stewardship District (the "OWNER" of "DISTRICT") a separate Purchasing Requisition Request Form for each supplier in the form attached hereto as **Attachment 1**, specifically identifying the construction materials which CONTRACTOR plans to order from each supplier so that OWNER may, in its sole discretion, elect to purchase directly such construction materials.

2. Purchase Orders. After receipt of the Purchasing Requisition Request Form, the OWNER shall prepare Purchase Orders in the form attached hereto as **Attachment 2**, or as modified from time to time in the Owner's discretion in accordance with applicable law, for construction materials which the OWNER wishes to purchase directly. Purchase Orders shall require that the supplier provide required shipping and handling insurance. Purchase Orders shall also require the delivery of the Owner Purchased Materials on the delivery dates provided by the CONTRACTOR in the Purchasing Requisition Request Form. Pursuant to the Purchase Order, the supplier will provide the CONTRACTOR the required quantities of construction material at the price established in the supplier's quote less any associated sales tax.

3. Certificate of Entitlement. The OWNER shall execute a separate Certificate of Entitlement for each Purchase Order in the form attached hereto as **Attachment 3**, and furnish a copy of same to the supplier and to the CONTRACTOR in accordance with Section 4. Each Certificate of Entitlement must have attached thereto the corresponding Purchase Order.

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.

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 governmental entity; (3) payment of the vendor's invoice will be made directly by the governmental entity to the vendor from public funds; (4) the governmental entity 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 governmental entity assumes the risk of damage or loss at the time of purchase or delivery by the vendor.

4. Transmission of Certificate of Entitlement and Attached Purchase Order. At least two (2) calendar days prior to CONTRACTOR placing OWNER'S order for the construction materials, OWNER shall forward each Certificate of Entitlement, together with the attached Purchase Order, to CONTRACTOR and to supplier. Promptly upon receipt of the Owner Purchased Materials specified in each Purchase Order, CONTRACTOR shall verify the purchase of the Owner Purchased Materials

in accordance with the terms of the Purchase Order and in a manner to assure timely delivery of the Owner Purchased Materials.

5. Notice of Reduction in Contract Price. On or about the last business day of each month, OWNER shall deliver to the CONTRACTOR a Notice of Reduction in Contract Price (hereinafter "Notice"). Each Notice shall list all Owner Purchased Materials for the respective month and the total price for all such construction materials, plus all sales taxes which would have been associated with such construction materials had the CONTRACTOR purchased the construction materials. Each Notice may also include the total price and sales tax (had CONTRACTOR purchased) for any previously purchased Owner Purchased Materials which for any reason were not previously deducted from the contract price. The contract price will be reduced automatically and as a ministerial task by the amount set forth in each Notice. Each Notice will also reflect the amended contract balance reflecting the deductions taken in said Notice.

The intent of this provision is to cause the contract price to be reduced automatically by the amount OWNER pays for Owner Purchased Materials plus the amount of applicable sales tax that would have been paid for such construction materials, had the CONTRACTOR or any other non-tax exempt entity purchased the construction materials. All savings of sales taxes shall accrue solely to the benefit of OWNER, and CONTRACTOR shall not benefit whatsoever from savings of any such taxes.

6. Payment for Owner Purchased Materials. In order to arrange for the prompt payment to suppliers, the CONTRACTOR shall provide to the OWNER a list indicating on behalf of the owner of the Owner Purchased Materials within fifteen (15) calendar days of receipt of said Owner Purchased Materials. The list shall include a copy of the applicable Purchase Orders, invoices, delivery tickets, written acceptance of the delivered items, and such other documentation as may be reasonably required by the OWNER. Upon receipt of the appropriate documentation, the OWNER shall prepare a check drawn to the supplier based upon the receipt of data provided. OWNER will make payment to each supplier. The CONTRACTOR agrees to assist the OWNER to immediately obtain appropriate partial or final release of waivers.

OWNER shall be responsible for the full payment of all valid and due invoices for Owner Purchased Materials and shall not be entitled to retain the standard five (5%) percent amount of the progress payment due to the CONTRACTOR as is otherwise provided for in the contract documents.

CONTRACTOR shall affirm that the vendor supplying the Owner Purchased Materials is not also the installer of the Owner Purchased Materials. CONTRACTOR shall further affirm that the installer of the Owner Purchased Materials did not manufacture, fabricate or furnish the Owner Purchased Materials.

7. CONTRACTOR Responsibilities. CONTRACTOR shall be fully responsible for all matters relating to ordering, storing, protecting, receipt, and handling for all construction materials including Owner Purchased Materials, in accordance with these procedures including, but not limited to, verifying correct quantities, verifying documents of orders in a timely manner, coordinating

purchases, providing and obtaining all warranties and guarantees required by the contract documents, inspection and acceptance on behalf of the owner of the construction materials at the time of delivery, and loss or damage to the construction materials following acceptance of construction materials, due to the negligence of the CONTRACTOR. CONTRACTOR shall serve as bailee with respect to such Owner Purchased Materials. The CONTRACTOR shall coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the CONTRACTOR for the construction materials furnished including Owner Purchased Materials. The CONTRACTOR shall provide all services required for the unloading, handling and storage of construction materials through installation including Owner Purchased Materials. The CONTRACTOR agrees to indemnify and hold harmless the OWNER from any and all claims of whatever nature resulting from non-payment for Owner Purchased Materials arising from CONTRACTOR actions.

7.1 Inspection and Documentation. As Owner Purchased Materials are delivered to the job site, CONTRACTOR shall visually inspect all shipments from the suppliers, and approve the vendor's invoice for construction materials delivered. The CONTRACTOR shall assure that each delivery of Owner Purchased Material is accompanied by documentation adequate to identify the Purchase Order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier conforming to the Purchase Order together with such additional information as the OWNER may require. All invoices for Owner Purchase Materials shall include the Owner's consumer certificate of exemption number. The CONTRACTOR will then forward all such invoices to the OWNER. On or about the 15th and last day of each month (or the next succeeding business day), CONTRACTOR shall review all invoices submitted by all suppliers of Owner Purchased Materials delivered to the Project site(s) during that month and either concur or object to the OWNER's issuance of payment to the suppliers, based upon CONTRACTOR's records of Owner Purchased Materials delivered to the site and whether any defects or non-conformities exist in such Owner Purchased Materials.

7.2 Warranties, Guarantees, Repairs and Maintenance. The CONTRACTOR shall be responsible for obtaining and managing on behalf of the Owner all warranties and guarantees for all construction materials as required by the contract documents and shall fully warrant all construction materials including all Owner Purchased Materials. OWNER's purchase of various construction materials shall not in any manner impact or reduce CONTRACTOR's duty to warrant said construction materials. The OWNER may forward all repair, maintenance, non-conforming construction materials calls, or any other issues relating to the construction materials to the CONTRACTOR for resolution with the appropriate supplier, vendor, or subcontractor. The CONTRACTOR shall resolve all such calls or issues.

7.3 Records and Accountings. The CONTRACTOR shall maintain records of all Owner Purchased Materials it incorporates into the work from the stock of Owner Purchased Materials in its possession as bailee. The CONTRACTOR shall account monthly to the OWNER for any Owner Purchased Materials delivered into the CONTRACTOR's possession, indicating portions of all such construction materials which have been incorporated into the work.

7.4 Defective or Non-conforming Construction Materials. The CONTRACTOR shall ensure that Owner Purchased Materials conform to specifications, and determine prior to incorporation into the work if such construction materials are defective or non-conforming, whether such construction materials are identical to the construction materials ordered, and match the description on the bill of lading. If the CONTRACTOR discovers defective or non-conforming Owner Purchased Material upon such visual inspection, the CONTRACTOR shall not utilize such non-conforming or defective construction materials in the work and instead shall promptly notify the OWNER of the defective or non-conforming conditions so repair or replacement of such construction materials can occur without any undue delay or interruption to the project. If the CONTRACTOR fails to adequately and properly perform such inspection or otherwise incorporates into the Project defective or non-conforming Owner Purchased Materials, the condition of which it either knew or should have known by performance of an inspection, CONTRACTOR shall be responsible for all damages to OWNER resulting from CONTRACTOR's incorporation of such construction materials into the project, including liquidated or delay damages.

8. Title. Notwithstanding the transfer of Owner Purchased Materials by the OWNER to the CONTRACTOR's possession as bailee for the OWNER, the OWNER shall retain legal and equitable title to any and all Owner Purchased Materials.

9. Insurance and Risk of Loss. The OWNER shall purchase and maintain Builder's Risk Insurance sufficient to protect against any loss or damage to Owner Purchased Materials. Owner shall be the named insured and such insurance shall cover the full value of any Owner Purchased Materials not yet incorporated into the Project during the period between the time the OWNER first takes title to any such Owner Purchased Materials and the time when the last of such Owner Purchased Materials is incorporated into the Project or consumed in the process of completing the Project.

10. No Damages for Delay. The OWNER shall in no way be liable for, and CONTRACTOR waives all claims for, any damages relating to or caused by alleged interruption or delay due to ordering or arrival of Owner Purchased Materials, defects, or other problems of any nature with such construction materials, late payment for such construction materials, or any other circumstance associated with Owner Purchased Materials, regardless of whether OWNER's conduct caused, in whole or in part, such alleged damages. The foregoing waiver by CONTRACTOR includes damages for acceleration and inefficiencies. CONTRACTOR accepts from OWNER as further and specific consideration for the foregoing waivers, OWNER's undertaking to pay for and finance all Owner Purchased Materials.

Attachment 1

PURCHASE REQUISITION REQUEST FORM

1. Contact Person for the material supplier.

NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

2. Manufacturer or brand, model or specification number of the item.

3. Quantity needed as estimated by CONTRACTOR. _____

4. The price quoted by the supplier for the construction materials identified above.
\$ _____

5. The sales tax associated with the price quote. \$ _____

6. Shipping and handling insurance cost. \$ _____

7. Delivery dates as established by CONTRACTOR. _____

OWNER: East Nassau Stewardship District

Authorized Signature (Title)

Date

CONTRACTOR: _____

Authorized Signature (Title)

Date

Attachment 2
PURCHASE ORDER
East Nassau Stewardship District

1. SEE ATTACHED PURCHASE REQUISITION REQUEST FORM DATED _____, 20__.
2. East Nassau Stewardship District State of Florida sales tax exemption certificate number: _____

"Owner"		"Seller"	
Owner:	East Nassau Stewardship District	Seller:	
Address:	c/o Wrathell Hunt & Associates 2300 Glades Road, Suite 410W Boca Raton, Florida 33431	Address:	
Phone:		Phone:	

"Project"			
Project Name:		Contract Date:	
Project Address:			

Description of Goods or Services – The Owner and Seller are entering into this Purchase Order Agreement for the purpose of the Owner purchasing the items ("**Goods**") listed in the proposal attached as **Exhibit A**.

Schedule – The Goods shall be delivered within _____ days from the date of this Order.

Price – \$ _____

Certificate of Exemption # _____

IN WITNESS HEREOF, the parties have executed this Purchase Order effective as of the date executed below. By executing this document below, Seller acknowledges that it has read all of the terms and provisions of this Purchase Order, including the Terms and Conditions attached hereto as **Exhibit B**, and agrees to deliver the Goods as described herein and comply fully with the terms and conditions hereof.

East Nassau Stewardship District
Owner

By:

Name:

Title:

Date Executed:

Seller

By:

Name:

Title:

Date Executed:

EXHIBIT A: Proposal
EXHIBIT B: Terms and Conditions

EXHIBIT A
Proposal

[insert proposal from vendor]

EXHIBIT B
TERMS AND CONDITIONS

1. **PRICE.** The Price set forth above includes all Goods, insurance, warranties and other materials or services (including without limitation all packing, loading or freight) necessary to produce and deliver the Goods.
2. **SCHEDULE.** Time is of the essence with respect to this Order, and all Goods shall be produced and delivered within the times set forth in the Schedule. Owner may cancel this Order or any part thereof or reject delivery of Goods if such delivery or performance is not in material accordance with the specifications of this Order, including the Schedule.
3. **DELIVERY AND INSPECTION.**
 - a. All shipments of Goods are to be made, with all shipping costs prepaid by Seller (e.g., insurance, packing, loading, freight, etc.), to the receiving point specified above. Title, and risk of loss, shall pass to Owner at the time such Goods are delivered at the Project site and accepted by Owner or Owner's contractor, provided however that Owner shall have a reasonable opportunity to inspect such Goods prior to acceptance.
 - b. All Goods are subject to inspection and approval by Owner at a reasonable time post-delivery. Owner may return Goods not meeting specifications (including over-shipments) at the Seller's expense and risk. Owner will notify Seller of failure. Return authorizations for Goods not received within 30 days will deem such Goods as donations to Owner.
4. **TERMS OF PAYMENT.** Seller's Invoice ("**Invoice**") must be submitted in the Owner's name before payment will be made by Owner pursuant to this Order. Owner shall make payment within 30 days of receipt of a proper invoice, and pursuant to the Local Government Prompt Payment Act, Sections 218.70 et seq., *Florida Statutes* (2017). Any indebtedness of Seller to Owner may, at Owner's option, be credited against amounts owing by Owner hereunder.
5. **WARRANTY.** Seller shall take all necessary steps to assign any manufacturer's warranties to the Owner. Seller warrants that the title to Goods conveyed shall be good, that the transfer of the Goods shall be rightful, and that the Goods shall be free from any security interest, lien or encumbrance. Seller further warrants that the Goods are free of any rightful claim of infringement, and shall indemnify, defend, and hold harmless the Indemnitees (defined below) against any such claim. Further, the Goods shall be new, shall be free from defects, shall be of merchantable quality, and shall be fit for use on the District's Project. Seller agrees, without prejudice to any other rights Owner may have, to replace or otherwise remedy any defective Goods without further cost to Owner or, at Owner's option, to reimburse Owner for its cost of replacing defective Goods. All Goods are subject to inspection by Owner before, upon, and within a reasonable time after delivery. Goods shall not be replaced without Owner's prior written instructions. Any acceptance by Owner shall not prevent Owner from later rejecting non-conforming Goods. The warranty provided herein shall survive the completion or termination of this Order and is in addition to any warranties provided by law.
6. **COMPLIANCE WITH LAW.** Seller agrees that at all times it will comply with all applicable federal, state, municipal and local laws, orders and regulations.
7. **INDEMNITY.** To the fullest extent permitted by law, and in addition to any other obligations of Seller under the Order or otherwise, Seller shall indemnify, hold harmless, and defend Owner, and Owner's supervisors, staff, consultants, agents, subcontractors, and employees (together, "**Indemnitees**") from all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused in whole or in part by the negligence, recklessness or intentional wrongful misconduct of the Seller, or any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them, and arising out of or incidental to the performance of this Order. The Seller shall ensure that any and all subcontractors include this express provision for the benefit of the Indemnitees. The parties agree that this paragraph is fully enforceable pursuant to Florida law. In the event that this section is determined to be unenforceable, this paragraph shall be reformed to give the paragraph the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The provisions of this section shall survive the completion or earlier termination of this Order and are not intended to limit any of the other rights and/or remedies provided to the District hereunder.

8. **INSURANCE.** At all times during the term of this Order agreement, Seller, at its sole cost and expense, shall maintain insurance coverages of the types and amounts set forth below:
 - a. Commercial general liability insurance with minimum limits of liability not less than \$1,000,000. Such insurance shall include coverage for contractual liability.
 - b. Workers' Compensation Insurance covering all employees of Seller in statutory amounts, and employer's liability insurance with limits of not less than \$100,000 each accident.
 - c. Comprehensive automobile liability insurance covering all automobiles used by Seller, with limits of liability of not less than \$1,000,000 each occurrence combined single limit bodily injury and property damage.
9. **DEFAULT.** Upon any material default by Seller hereunder, Owner may, in addition to any other remedies available to Owner at law or in equity, cancel this Order without penalty or liability by written notice to Seller.
10. **LIMITATION OF LIABILITY.** Nothing herein shall be construed to be a waiver of the Owner's limit of liability contained in Section 768.28, Florida Statutes or other statute or law.
11. **WAIVER.** Any failure of Owner to enforce at any time, or for any period of time, any of the provisions of this Order shall not constitute a waiver of such provisions or a waiver of Owner's right to enforce each and every provision.
12. **MODIFICATIONS.** This Order supersedes all prior discussions, agreements and understandings between the parties and constitutes the entire agreement between the parties with respect to the transaction herein contemplated. Changes, modifications, waivers, additions or amendments to the terms and conditions of this Order shall be binding on Owner only if such changes, modifications, waivers, additions or amendments are in writing and signed by a duly authorized representative of Owner.
13. **APPLICABLE LAW.** The validity, interpretation, and performance of this Order shall be governed by the laws of the State of Florida, in force at the date of this Order. Where not modified by the terms herein, the provisions of Florida's enactment of Article 2 of the Uniform Commercial Code shall apply to this transaction.
14. **MECHANIC'S LIENS.** Notwithstanding that Owner is a local unit of special purpose government and not subject to the lien provisions of Chapter 713, Florida Statutes, Seller agrees to keep the District's property free of all liens, including equitable liens, claims or encumbrances (collectively, "**Liens**") arising out of the delivery of any Goods by Seller, and shall furnish Owner with appropriate lien waivers from all potential claimants upon request of Owner. If any Liens are filed, Owner may without waiving its rights based on such breach by Seller or releasing Seller from any obligations hereunder, pay or satisfy the same and in such event the sums so paid by Owner shall be due and payable by Seller immediately and without notice or demand, with interest from the date paid by Owner through the date paid by Seller, at the highest rate permitted by law.
15. **PERMITS AND LICENSES.** Before commencing performance hereunder, Seller shall obtain all permits, approvals, certificates and licenses necessary for the proper performance of this Order and pay all fees and charges therefore. The originals of all such documents shall be delivered to Owner upon receipt by Seller.
16. **PARTIAL INVALIDITY.** If in any instance any provision of this Order shall be determined to be invalid or unenforceable under any applicable law, such provision shall not apply in such instance, but the remaining provisions shall be given effect in accordance with their terms.
17. **ASSIGNMENT AND SUBCONTRACTING.** This Order shall not be assigned or transferred by Seller without prior written approval by Owner, and any attempted assignment or transfer without such consent shall be void.
18. **RELATIONSHIP.** The relationship between Owner and Seller shall be that of independent contractor, and Seller, its agents and employees, shall under no circumstances be deemed employees, agents or representatives of Owner.

19. NOTICES. Any notice, approval or other communication required hereunder must be in writing and shall be deemed given if delivered by hand or mailed by registered mail or certified mail addressed to the parties hereto as indicated on page 1.
20. STATEMENT REGARDING CHAPTER 287 REQUIREMENTS. Seller acknowledges that, in addition to all laws and regulations that apply to this Purchase Order, the following provisions of Florida law ("Public Integrity Laws") apply to this Purchase Order:
- 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.

Seller 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 Owner ("Prohibited Criteria").

Seller acknowledges that the District may terminate this Purchase Order if the Seller is found to have met the Prohibited Criteria or violated the Public Integrity Laws.

Seller certifies that in entering into this Purchase Order, 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 Owner. By entering into this Purchase Order, Seller agrees that any amendments, supplements, change order or work authorization of this Purchase Order shall be deemed a recertification of such status.

21. TERMINATION. Notwithstanding anything herein to the contrary, Owner shall have the right, at its sole election, to terminate this Order for any cause whatsoever upon the delivery of written notice to Seller. Upon such termination, Seller shall have no remedy against Owner, other than for payment of Goods already produced pursuant to specific written direction by Owner pursuant to Section 2 above, subject to any offsets or claims that Owner may have.
22. PUBLIC RECORDS. Seller acknowledges that this Agreement and all the documents pertaining thereto may be public records and subject to the provisions of Chapter 119, Florida Statutes.
23. CONFLICTS. To the extent of any conflict between this Exhibit B, Terms and Conditions document, and the Purchase Order or Exhibit A, this Exhibit B, Terms and Conditions document shall control.

Attachment 3

CERTIFICATE OF ENTITLEMENT

The undersigned authorized representative of East Nassau Stewardship District (hereinafter "Governmental Entity"), Florida Consumer's Certificate of Exemption Number _____, affirms that the tangible personal property purchased pursuant to Purchase Order Number _____ from _____ (Vendor) on or after _____, 20__ (date) will be incorporated into or become a part of a public facility as part of a public works contract pursuant to Contract # _____ with _____ (Name of Contractor) for the construction of _____.

The Governmental Entity affirms that the purchase of the tangible personal property contained in the attached Purchase Order meets the following exemption requirements contained in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C.:

You must initial each of the following requirements.

____ 1. The attached Purchase Order is 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 Governmental Entity.

____ 3. Payment of the vendor's invoice will be made directly by Governmental Entity to the vendor from public funds.

____ 4. Governmental Entity will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor.

____ 5. Governmental Entity assumes the risk of damage or loss at the time of purchase or delivery by the vendor.

The Governmental Entity affirms that if the tangible personal property identified in the attached Purchase Order does not qualify for the exemption provided in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C., the Governmental Entity will be subject to the tax, interest, and penalties due on the tangible personal property purchased. If the Florida Department of Revenue determines that the tangible personal property purchased tax-exempt by issuing this Certificate does not qualify for the exemption, the Governmental Entity will be liable for any tax, penalty, and interest determined to be due.

I understand that if I fraudulently issue this certificate to evade the payment of sales tax I will be liable for payment of the sales tax plus a penalty of 200% of the tax and may be subject to conviction of a third degree felony. Under the penalties of perjury, I declare that I have read the foregoing Certificate of Entitlement and the facts stated in it are true.

Signature of Authorized Representative
of Governmental Entity

Title

East Nassau Stewardship District

Purchaser's Name

Date

Federal Employer Identification Number: _____

Telephone Number: _____

You must attach a copy of the Purchase Order to this Certificate of Entitlement. Do not send to the Florida Department of Revenue. This Certificate of Entitlement must be retained in the Vendor's and the Contractor's books and records.

**EAST NASSAU
STEWARDSHIP DISTRICT**

7

PERSONNEL LEASING AGREEMENT

THIS PERSONNEL LEASING AGREEMENT (hereinafter referred to as the "**Agreement**") is made and entered into this 17th day of October, 2024, by and between **WILDLIGHT LLC**, a Delaware limited liability company ("**Lessor**" or "**Developer**"), and **EAST NASSAU STEWARDSHIP DISTRICT**, a special-purpose unit of local government established pursuant to Chapter 2017-206, Laws of Florida (hereinafter referred to as "**Lessee**" or "**District**").

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure improvements within and without the boundaries of the District within the development known as East Nassau Community Planning Area ("**Development**"); and

WHEREAS, pursuant to Chapter 2017-206, Laws of Florida, Wrathell, Hunt & Associates, LLC ("**District Manager**") is charged with the supervision of the works of the District including the hiring or provision of District employees, independent contractors, and other personnel; and

WHEREAS, the District has a need to utilize certain supplemental part time personnel to assist with construction project management and development related services ("**Services**", as more particularly described in **Exhibit A** and incorporated herein) related to the provision of the District's public infrastructure projects ("**District Projects**"); and

WHEREAS, due to the varying and inconsistent nature of the District's construction activities, the District's resources are best utilized by providing for the Services through the leasing of such personnel rather than by the District hiring its own full or part time personnel; and

WHEREAS, the Lessor employs significant full-time on-site personnel who oversee the Lessor's ongoing construction activities within the Development (the "**Developer Projects**" and together with the District Projects, the "**Projects**"); and

WHEREAS, the District Projects and Developer Projects are intertwined such that the timely and successful delivery of each of the projects is dependent on the timely and successful delivery of the other; and

WHEREAS, the District accordingly desires to enter into a lease agreement with Lessor to provide certain personnel to the District on an as-needed, part time basis, in order to assist the District's administration of District Projects and assist the District Manager and District Engineer with the administration and supervision of on-site construction of certain District Projects; and

WHEREAS, Lessor agrees to provide such a person or persons who may work with the District Engineer and District Manager from time to time under such terms as are detailed below.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. RECITALS. The recitals set forth above are true and correct and are hereby incorporated in and made a part of this Agreement.

2. LEASE OF PERSONNEL. Lessee hereby agrees to lease from Lessor, and Lessor hereby agrees to lease to Lessee, an individual(s) with qualifications appropriate to assist in the Services, who will be designated by separate letter, for whatever sufficient time each week is necessary to complete the District Projects (herein referred to as the “**Development Administrator**”). The Development Administrator’s salary and benefits shall be determined and paid by Lessor. At the discretion of Lessor, Lessor may terminate the employment of the individual or individuals serving as Development Administrator; in such event, Lessor shall attempt to employ a replacement, acceptable to Lessee, to serve as Development Administrator.

3. DUTIES. The Development Administrator shall work for the benefit of the District and shall be responsible for performing such duties related to construction administration as directed by the District Manager, on a part time, as-needed basis, to the District relative to the District Projects. The Development Administrator shall be responsible for assisting the District Engineer in the management of District construction projects in an efficient, lawful and satisfactory manner and in accordance with the District’s bond covenants. The composition and functions of the Development Administrator is more specifically described in the Scope of Services, attached hereto as **Exhibit A** and incorporated by reference.

4. TERM. The initial term of this Agreement shall be for a one (1) year period, commencing as of the date written above. This Agreement shall automatically renew each year unless terminated by either party. Either party may terminate this Agreement at any time, with or without cause, by giving at least thirty (30) days written notice to the other party specifying the date the termination is to become effective.

5. COMPENSATION.

A. Due to i) the cost and time efficiencies gained for both parties’ development of the Projects, and ii) other mutual benefit to the parties resulting from the Developer’s provision of the Development Administrator(s), the parties acknowledge and agree there shall be no compensation for and in consideration of the utilization of the Development Administrator(s) by the District. Accordingly, any office space, supplies, support services, and/or other overhead or facilities needed by the Development Administrator(s) in furtherance of the completion of the Services hereunder shall be furnished by the Developer at no cost to the District.

B. The parties agree and covenant that any change in services or compensation under this Agreement shall be in writing, signed by both parties hereto, and shall reference this Section of this Agreement.

6. EMPLOYMENT OF DEVELOPMENT ADMINISTRATOR(S). For the avoidance of doubt, the Development Administrator(s) shall be deemed independent contractors, and not employees, of the District. Accordingly, the Developer agrees that it shall be solely responsible for all salary, employee benefits, and all payroll-related taxes and charges associated with the Developer's employment of the person(s) serving as Development Administrator(s). In no event shall this Agreement be construed as an employment agreement between the Development Administrator(s) and the District. In furtherance thereof, while the District can ask for assignment or reassignment of a specific Development Administrator(s), only the Developer may terminate the employment relationships of the individual or individuals serving as Development Administrator(s). In the event of termination of a Developer Administrator, Developer shall attempt to employ a replacement, acceptable to District, to serve as a Development Administrator.

7. CONTROL OF DISTRICT MANAGER. All Services required to be rendered by the Development Administrator hereunder shall be rendered subject to the consent, control and direction of Lessee through the offices of the Lessee's District Manager or the District Manager's designee. The District Engineer is hereby designated as District Manager's designee.

8. RELATIONSHIPS. Lessor and Lessee shall not, by virtue of this Agreement, be construed as joint venturers or partners of each other and neither shall have the power to bind or obligate the other. Lessor and Lessee acknowledge and agree that the Development Administrator shall be an employee of Lessor. In furtherance thereof, Lessor shall be responsible for the payment of all compensation, taxes and employee benefits and other charges payable with respect to the Development Administrator, including, but not limited to, all applicable federal income tax withholding, FICA, FUTA tax, unemployment compensation and any other taxes or charges imposed by law with respect to the Development Administrator.

9. PREVAILING PARTY. If it should become necessary for either of the parties to resort to legal action, the non-prevailing party shall pay all reasonable legal fees and other expenses incurred by the prevailing party, including but not limited to attorneys' fees of in-house and outside counsel at all judicial levels.

10. JURY WAIVER. The parties hereby knowingly, irrevocably, voluntarily, and intentionally waive any rights to a trial by jury in respect of any action, proceeding or counter claim based on this Agreement or arising out of, under or in connection with this Agreement or any document or instrument executed in connection with this Agreement, or any course of conduct, course of dealing, statements (whether verbal or written) or action of any party hereto. This provision is a material inducement for the parties entering into the subject Agreement.

11. FORCE MAJEURE. Each party hereto shall give notice promptly to the other of the nature and extent of any event of force majeure claimed to delay or prevent its performance under this Agreement.

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

- A. If to Lessor:** Wildlight LLC
1 Rayonier Way
Wildlight, FL 32097
Attn: John R. Campbell
- B. If to District:** East Nassau Stewardship District
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attention: District Manager
- With a copy to:** Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn.: Jonathan T. Johnson

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

13. INDEMNIFICATION. Without waiving any of the protections and immunities afforded to the Lessee under Florida law, the parties agree to indemnify and hold each other harmless from and against any and all damages, losses or claims, up to the amounts set forth in section 768.28, Florida Statutes, including but not limited to legal fees and expenses, to the extent that such damages, losses or claims are attributable to gross negligence or willful misconduct of the other.

14. LIMITATIONS ON GOVERNMENTAL LIABILITY. Lessor agrees that nothing contained in this Agreement shall constitute or be construed as a waiver of the District's limitations on liability set forth in Section 768.28, Florida Statutes, and other law, and nothing in this Agreement shall inure to the benefit of any third party not a formal party to this Agreement for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

15. INSURANCE. Lessor shall, at its own expense, maintain insurance during the performance of the Development Administrator's Services under this Agreement, with limits of liability not less than the following:

Workers Compensation	Statutory
General Liability	
Bodily Injury (including Contractual)	\$500,000/\$1,000,000
Property Damage (including Contractual)	\$500,000/\$1,000,000
Automobile Liability	Combined Single Limit \$1,000,000
Bodily Injury / Property Damage	
Professional Liability for Errors and Omissions	\$1,000,000

Lessor shall furnish the District, upon District's request, with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida. At no time shall Lessor fail to maintain insurance in the above amounts.

If Lessor 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, Lessor 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.

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

17. FURTHER ACTIONS. Each party shall take such actions to execute, file, record, publish and deliver such additional certificates, instruments, agreements and other documents as the

other party may, from time to time, reasonably require in order to accomplish the purposes of this Agreement.

18. CONTROLLING LAW. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. The exclusive venue for any dispute resolution including but not limited to litigation shall be in Nassau County, Florida.

19. EFFECTIVE DATE. The Agreement shall be effective after execution by both parties hereto and shall remain in effect unless terminated by either of the parties hereto.

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

IF THE LESSOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LESSOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 571-0010, WRATHELLC@WHHASSOCIATES.COM, OR AT 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

21. WAIVER. No waiver of any breach of any term or condition of this Agreement shall be deemed to be a waiver of any subsequent breach of any term or condition of a like or different nature.

22. SEVERABILITY. If any provisions of this Agreement shall be held invalid or unenforceable, such invalidity or unenforceability shall not, if possible, affect the validity or enforceability of any other provision of this Agreement, and this Agreement shall, if possible, be construed in all respects as if such invalid or unenforceable provision were omitted.

23. Assignment. Neither party to this Agreement may assign their rights or obligations hereunder without the prior written consent of the other party.

24. CAPTIONS. The captions used herein are inserted only as a matter of convenience, and are not to be used in the interpretation of any provision hereof.

25. ENTIRE AGREEMENT; BINDING EFFECT. This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof, and supersedes any prior agreements and understandings relating to such subject matter. This Agreement shall inure to the benefit of, and be binding upon and enforceable by, the parties hereto and their respective successors and permitted assigns. Neither party to this Agreement may assign their rights or obligations hereunder without the prior written consent of the other party.

26. STATEMENT REGARDING CHAPTER 287 REQUIREMENTS. Lessor acknowledges that, 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*.

Lessor 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").

Lessor acknowledges that the District may terminate this Agreement if Lessor is found to have met the Prohibited Criteria or violated the Public Integrity Laws.

Lessor certifies 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, Lessor shall immediately notify the District. By entering into this Agreement, Lessor agrees that any renewal or extension of this Agreement shall be deemed a recertification of such status.

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

[remainder of this page intentionally blank]

IN WITNESS WHEREOF, the parties execute this agreement the day and year first written above.

Attest:

EAST NASSAU STEWARDSHIP DISTRICT

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

WILDLIGHT LLC

Witness

By: _____
Name: _____
Title: _____

EXHIBIT A

SCOPE OF SERVICES

The duties, obligations, and responsibilities of the Development Administrator are to assist the District Engineer in the provision of services in connection with the Project as more particularly described below (each of the items below together, the “Services”):

1. Attend Project preconstruction meetings with District and contractor for the Project (“Contractor”).
2. Coordination of District Board approved contractors performing various work items associated with District projects.
3. Coordination and attendance of periodic project construction meetings.
4. Assistance with bidding, in accordance with District rules of procedure and Florida law, for identified project services.
5. Provide initial review of improvements during site work, landscape and irrigation, hardscape, recreational items, pool site and building improvement installation.
6. Provide a second review of improvements during before mentioned improvements installation.
7. Assist District Engineer in the review of pay applications, improvements and documentation submitted by Contractor.
8. Coordinate Engineer’s or Architect’s responses to field questions and document changes or clarifications as needed by the Contractor, District and agencies having jurisdiction.
9. Coordinate the testing, inspections and other reviews necessary to obtain substantial completion and final completion of the improvements and acceptance by District, the District Engineer and permitting agencies.
10. Perform such other tasks as may be determined necessary and agreed to by the parties to this Agreement.

The Development Administrator shall be solely responsible for the means, manner, and methods by which its duties, obligations and responsibilities are met. The District agrees that the standard of care for all of the Development Administrator’s professional and related services performed under this Agreement shall be the care and skill ordinarily used by consultants providing similar assistance and practicing under similar circumstances at the same time and in the same locality.

**EAST NASSAU
STEWARDSHIP DISTRICT**

8

RESOLUTION 2025-03

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 of 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 17th day of October 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

ACQUISITION OF [GENERAL TRACT DESCRIPTION] TRACTS AND RELATED IMPROVEMENTS

DESCRIPTION OF PROPERTY TO BE ACQUIRED:

[PHASE]

[AS APPLICABLE, TYPICAL IMPROVEMENTS LISTED BELOW]

STORMWATER: All ponds/stormwater management facilities together with master drainage pipes, structures, inlets, manholes, mitered end sections, headwalls, water control structures, catch-basins, publicly-owned pipes providing drainage, curb and gutter providing drainage for streets and rights-of-way, dry stormwater retention basins, and related stormwater facilities in and for the development of [Phase], all located on portions of the real property described in the following legal description:

[Plat Legal or Metes & Bounds Legal Description]

~~**LANDSCAPE AND IRRIGATION:** All plants, trees, timber, shrubbery, related landscape lighting and electric services and other landscaping and irrigation improvements in and for the development [Phase], all located on portions of the real property described in the following legal description:~~

~~[Plat Legal or Metes & Bounds Legal Description]~~

ROADWAY: All right-of-way infrastructure improvements, which include paving, asphalt, curb, gutter, storm piping, sidewalks, trail, associated landscape and irrigation, site furnishings including benches, trashcans, bike racks, entry sign, trail, in and for the development [Phase], all located on the real property described in the following legal description:

[Plat Legal or Metes & Bounds Legal Description]

~~**OPEN SPACE:** All open-space improvements, which include sod, shrubbery and other landscapes, in and for the development [Phase], all located on the real property described in the following legal description:~~

~~———— [Plat Legal or Metes & Bounds Legal Description]~~

MOBILITY TRAIL: All multi-use trail system infrastructure improvements, including concrete, aggregate and boardwalk hardscape features, plants, trees, timber, shrubbery, and other landscaping and related facilities constructed in and for the development of [Phase], all located on the real property described in the following legal description:

[Plat Legal or Metes & Bounds Legal Description]

~~**WATER UTILITIES AND GAS:** All water, reclaimed water, wastewater facilities from the points of delivery or connection, including the potable water system, fire protection lines and hydrants, wastewater manholes, sewer lines, publicly owned reclaimed water mains and lines, publicly owned pipes, lift station improvements and related equipment, primary and secondary gas service systems for the development of [Phase], all located on the real property described in the following legal description:~~

~~———— [Plat Legal or Metes & Bounds Legal Description]~~

ELECTRICAL UTILITIES: All electrical conduit from the points of delivery or connection, including the road crossings for undergrounded electrical service and lighting conduit in and for the development of [Phase], all located on the real property described in the following legal description:

[Plat Legal or Metes & Bounds Legal Description]

DESCRIPTION OF ASSOCIATED WORK PRODUCT TO BE ACQUIRED:

General [for bill of sale from Landowner to District]: Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the above-described improvements, to the extent such work product was not already acquired by the District and is necessary for operation and maintenance of the Improvements described herein.

DOCUMENT CHECKLIST FOR EAST NASSAU STEWARDSHIP DISTRICT
ACQUISITION OF [GENERAL TRACT DESCRIPTION] AND RELATED IMPROVEMENTS

	DISTRICT DOCUMENTS	Status
☐	<i>Letter from Landowner Requesting Acquisition</i>	
☐	<i>Engineering Certification</i> – Certification from the District Engineer regarding the acquisition	
☐	<i>Bill of Sale</i> ☐ Landowner to District	
☐	<i>Affidavit of Costs Paid</i>	
☐	<i>Affidavit for Deed (signatories for Grantor)</i>	
☐	<i>Certificate of Non-Foreign Status</i>	
☐	<i>Owner's Affidavit (Lien & Possession)</i>	
	<i>Special Warranty Deed</i> ☐ Landowner to District	
☐	<i>Contractor Release & Warranty Agreements</i> – These documents acknowledge that the District may rely upon any work product being acquired and is entitled to any warranties and rights under the respective work product and improvement contracts. Contractors (Improvements) ☐ [Contractor (type of improvement built per contract)]	
☐	<i>Lien Releases (in form provided or final lien release from each contractor having provided improvements) – copies of last pay application showing \$0 balance to finish (including no retainage) with partial release acceptable OR sign final release provided</i> Contractors (Improvements) ☐ [Contractor (type of improvement built per contract)]	
☐	<i>Release of Restrictions for As-Builts.</i> ☐ [Professional (Type of Work Product prepared per contract)]	
☐	<i>Others (as necessary):</i> ☐ Property O&E Report (Landowner to provide) ☐ [list others as circumstances may necessitate]	

	SUPPORTING DOCUMENTS
☐	<i>Legal Description</i> ☐ metes and bounds (Landowner to provide) or platted tract reference for all others [OR BOTH AS NECESSARY]

☐	<i>Contracts for Construction Services</i> - A copy of any contract(s) entered into by and between the Landowner and the construction contractor under which the District Improvement was constructed, including any change orders, work authorizations, amendments, etc. ☐ [List each contractor]
☐	<i>Documentation of Costs Paid</i> – Includes copies of pay applications, cancelled checks, etc. – obtaining final lien waivers along with affidavit of costs paid
☐	<i>Copy of Warranty/Maintenance Bond</i> (if any)
☐	<i>As-Builts</i>. With District Engineer ☐ [List each applicable contractor]
☐	<i>Final Inspections and Agency Sign-Off</i> ☐ SJRWMD – partial transfer of permit – initiated by letter request for conveyance; Jaime to coordinate with staff ☐ [list others as applicable]

[attach conveyance map, if provided]

[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]

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]

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 (i) it is the lawful owner of the above-described real property and assets; ~~that (ii)~~ said real property and assets are free from all liens and encumbrances; ~~that (iii)~~ Seller has good right to sell said real property and assets; ~~that (iv)~~ all contractors, subcontractors and materialmen furnishing labor or materials relative to the construction of the real property and assets have been paid in full; (v) Seller hereby warrants and/or guarantees to the District that the (a) the Improvements will be free from defects of materials and workmanship for a period of one (1) year from the date of the acceptance by the District and the Seller agrees that it will, at its own expense, repair and replace all materials or installations which violate the covenants herein contained; this Seller's warranty and guarantee is in addition to any contractual guarantees and warranties relating to the Improvements, if any, which the Seller also hereby conveys to the District; and ~~that (vi)~~ 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. ۞

Notwithstanding (v) above, Seller 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 Seller 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]

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]

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]

**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]

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]

**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]

EXHIBIT B

[ATTACH CONSTRUCTION CONTRACT]

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]

**EAST NASSAU
STEWARDSHIP DISTRICT**

**STAFF
REPORTS D**



October 10, 2024

East Nassau Stewardship District

RE: Operations Report – September 2024
57 Homegrown Avenue, Unit 303
Wildlight, FL 32097

Below, you will find a summary of operation items for September 2024. Please let me know if you have any questions.

GENERAL OPERATIONS/ADMINISTRATIVE

MAINTENANCE

- Ponds
 - Florida Waterways treated the ponds on 09/23 & 9/24 for shoreline and floating weeds. Ponds were not serviced in the first part of September due to heavy rain. See Exhibit “A.”
- Roadways
 - Speed humps were inspected on 09/12 with no issues noted.
- 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.
- Hurricane Helene
 - On September 26-27, Hurricane Helene caused storm damage within Wildlight. Operations staff and The Greenery cleared debris from the trails and boardwalks as well as the streets. Cost estimates were not available at the time of this report. Attached as Exhibit “C” is a post-hurricane report that includes ENSD and Wildlight Association(s) areas of damage and efforts to repair the damage.

LANDSCAPING

- Irrigation Inspections
 - The Greenery conducted irrigation inspections throughout the month of September. Multiple repairs were made associated with lateral line breaks, broken heads, and valve communication issues, as discussed in the weekly landscape meeting. The Greenery did not provide written inspection reports for the month of September.
- 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.

Sincerely,

CCMC

Todd Haskett, CMCA, AMS, PCAM
Field Operations Manager
Email: thaskett@ccmcnet.com

EXHIBIT "A"

Florida Waterways – August 2024 Pond Maintenance Reports

Customer Service Report

Customer: Wildlight
 Customer ID: J19267
 Field Biologist: Paul Mosteller

Date of Visit: 9/23/2024
 Weather: 88 °F High
0% ☁

Waterway and Ditch Treatments

Site	1	2	3	9	10	11	12	13	14	17	18	19	21		
Algae		x	x	x					x			x			
Submersed Weeds		x	x	x				x	x						
Shoreline Grasses & Brush	x	x	x		x	x		x				x	x		
Floating Weeds			x												
Mosquito Larvicide															
Pond Dye															
Inspection															
Debris Removal							x		x	x	x				

Comments: Submersed weeds and/or algae was treated on ponds 2, 3, 9, 14, and 19. Shoreline grasses were sprayed on ponds 1, 2, 3, 10, 11, 13, 19 and 21. Floating weeds were sprayed on pond 3. Trash was removed from around ponds 12, 14, 17 and 18.

Carp Program

- ☐ Carp Observed
☒ Barriers Inspected

Flow

- ☐ None
☐ Slight
☒ Visible

Water Clarity

- ☐ < 1' ☐ 2-4'
☒ 1-2' ☐ >4'

Water Levels

- ☐ High
☒ Normal
☐ Low

Fish/Wildlife Observations

- | | | | | |
|---|---|--|---|---|
| ☒ Bass | ☒ Anhinga | ☐ Woodstork | ☒ Turtles | ☐ Other Species: |
| ☒ Bream | ☐ Cormorant | ☒ Ducks | ☒ Snakes | _____ |
| ☐ Catfish | ☒ Egrets | ☒ Osprey | ☒ Alligator | _____ |
| ☐ Gambusia | ☐ Herons | ☐ Ibis | ☐ Frogs | _____ |

Native/Beneficial Vegetation Noted

- | | | | |
|--|--|---|---|
| ☒ Arrowhead | ☐ Bulrush | ☐ Lotus | ☒ Slender Spikerush |
| ☒ Cordgrass | ☒ Lily | ☒ Chara | ☐ Blue Flag Iris |
| ☒ Bacopa | ☐ Golden Canna | ☒ Naiad | ☒ Bladderwort |
| ☒ Pickerelweed | ☐ Spatterdock | ☐ Eelgrass | ☐ 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: 9/23/2024
Weather: 88 °F High
0% ☁



Pond 1



Pond 2



Pond 3



Pond 9



Pond 10



Pond 11

Did you know? The manatee is Florida's official marine mammal. Fossils indicate they have been in Florida waters for millions of years.

Customer Service Report

Customer: Wildlight
Customer ID: J19267
Field Biologist: Paul Mosteller

Date of Visit: 9/23/2024
Weather: 88 °F High
0% ☁



Pond 12



Pond 13



Pond 14



Pond 17



Pond 18



Pond 19

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: 9/23/2024
Weather: 88 °F High
0% ☁



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.

Customer Service Report

Customer: Wildlight
 Customer ID: J19267
 Field Biologist: Paul Mosteller

Date of Visit: 9/24/2024
 Weather: 89 °F High
0% ☁

Waterway and Ditch Treatments

Site	4	5	6	7	8	20									
Algae															
Submersed Weeds					x										
Shoreline Grasses & Brush	x	x													
Floating Weeds					x										
Mosquito Larvicide															
Pond Dye															
Inspection			x	x											
Debris Removal						x									

Comments: Pond 8 was treated for submersed weeds and floating weeds. Ponds 4 and 5 were treated for shoreline grasses. Trash was removed around pond 20. Ponds 6 and 7 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

- | | | | | |
|---|--|---|---|---|
| ☒ Bass | ☐ Anhinga | ☐ Woodstork | ☒ Turtles | ☐ Other Species: |
| ☒ Bream | ☐ Cormorant | ☒ Ducks | ☐ Snakes | _____ |
| ☐ Catfish | ☐ Egrets | ☐ Osprey | ☒ Alligator | _____ |
| ☐ Gambusia | ☒ Herons | ☐ Ibis | ☐ Frogs | _____ |

Native/Beneficial Vegetation Noted

- | | | | |
|---|--|---|--|
| ☒ Arrowhead | ☐ Bulrush | ☐ Lotus | ☐ Slender Spikerush |
| ☒ Cordgrass | ☒ Lily | ☐ Chara | ☐ Blue Flag Iris |
| ☐ Bacopa | ☐ Golden Canna | ☒ Naiad | ☐ Bladderwort |
| ☐ Pickerelweed | ☐ Spatterdock | ☐ Eelgrass | ☐ 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: 9/24/2024
Weather: 89 °F High
0% ☁



Pond 4



Pond 5



Pond 6



Pond 7



Pond 8



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.

Exhibit “B”

Boardwalk & Trail Inspection Reports August 2024

Wildlight Boarkwalk & Trail Safety Checklist

Minimum Frequency - Monthly

Inspection Date:	9/12/2024
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:	9/12/2024
Inspector:	Roger Kintz
Location:	Wildlight Pioneer Park Docks.

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			
	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:	9/12/2024
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:	9/12/2024
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:	9/12/2024	
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:	9/12/2024
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:	9/12/2024
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
	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	In progress	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:	9/12/2024
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 Boarkwalk & Trail Safety Checklist

Minimum Frequency - Monthly

Inspection Date:	9/12/2024
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	Temp fill were asphalt is missing. Awaiting repair.
	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:	9/12/2024
Inspector:	Roger Kintz
Location:	4/16/2024

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:	9/12/2024
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”

Hurricane Helene Post-Storm Report

wildlight

Wildlight Residential Association, Inc.
57 Homegrown Way, Suite 303
Wildlight, FL 32097
Office: (904) 530-1559

September 27, 2024

To: Wildlight Board of Directors

From: Todd Haskett

Re: Post Hurricane Helene Report

I hope everyone is doing well and made it through the storm safely and without damage. Below is a report on the community's condition following Hurricane Helene. I arrived at Wildlight early this morning at 5 a.m. to begin a preliminary inspection of the area. Before sunrise, I cleared several fallen pine trees from Curiosity Ave. and checked all major roadways. I submitted a pre-dawn report covering these initial findings and also sent out a notice to residents informing them of the steps being taken by staff and The Greenery. I later met with Roger and members of The Greenery to discuss the action plan for handling the storm damage.

As soon as daylight allowed, we began a more thorough inspection. Roger and I found some damage at Coin Toss Park, including a downed windscreen from the basketball court and scattered ceiling fans from the pavilion. Roger promptly turned off the electrical breaker and removed these hazards. He also inspected Waterbug Pool, which fortunately sustained no damage. The pool will be back in service tomorrow after the chemical levels are balanced. All hazards at Coin Toss Park were removed, allowing it to reopen this morning.

During my community walkthrough, I found multiple fallen trees along the Boardwalk near HWY 200, the path from Ponder Circle to Coin Toss Park, and the path behind the YMCA. These areas were taped off for safety. I met with Bryan from The Greenery to assess several trees leaning dangerously over paths. The Greenery's chainsaw crews are actively working to address these issues.

In both the commercial and residential areas, we encountered several fallen trees. Fortunately, there appear to be no drainage or stormwater problems at this time.

The Greenery's efforts are currently focused on removing debris and clearing streets, parking lots, and common areas. A second team is dealing with fallen trees and hazards along the trails and paths. Once these areas are clear, they will begin straightening and staking the estimated 60+ trees that need attention. This process may take a few days.

After completing the inspections, I sent out a secondary report to residents outlining the actions being taken, the hazards on trails and paths, and a timeline for reopening the pool and Coin Toss Park.

Additionally, I contacted our insurance agent to report the damage and inquire about any coverage that may help us recover costs. I will update you once I receive a response. I will continue coordinating with The Greenery to ensure all storm-related concerns are addressed. Once the trails and paths are safe, I will provide another update to the community. Attached are a few pictures taken of the damage earlier this morning.

Respectfully,

Todd Haskett,
Community Manager































EXHIBIT “D”

The Greenery – August 2024 Landscape Maintenance Reports

\\2019\19-239\19-239-02 - Stewardship District\LandDev\Design\Plots\Exhibits\ENSD Maintenance Map (for Stormwater Needs Analysis) - ACD.dwg\JULI11.UT: April 6, 2025 - 1:55 PM, BT: Anthony Jorries



ETM
VISION • EXPERIENCE • RESULTS

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

[illegible]

Area	Type	Requested Date	Description	Completion Date	Follow-Up
CommonArea	Enhancement	7.30.24	Top Dress areas along Curiosity		Kyle - to discuss 9.10.24
Townhomes	Enhancement	7.30.24	Propose turf along Homegrown & Daydream	In Progress	Kyle
Commercial	Enhancement	7.30.24	Propose new artificial turf @ Skinners commercial	NC	Kyle - to discuss 9.10.24
Common Area	Maint	8.20.24	Dog park @ Cointoss Park needs fertilizer	9.12.24 (sch.)	Cory
Enhancement	Enhancement	8.27.24	Sod replacement @ Ponder Cir	Inclement Weather	Enh Division \ Alex
Common Area	Maint	9.10.24	Tree suckers around various parts of prop	Weekly in area	All Team Members
Commercial	Enhancement	9.10.24	Dead plants around Skinner Commercial area	9.6.24	Kyle - proposal created
Common Area	Feet \ Chem	9.10.24	Turf needs 21-0-0 application (like Tinker)		Cory & team
Warranty	Maint	9.10.24	Warranty sod & Blue Daze replacement		Enh Division
Property	Maint	9.10.24	Landscape beds need consistent edging	Weekly in area	Crews
Property	Maint	9.10.24	Sweet grasses cut back off sidewalks	Weekly in area	Crews \ Larry \ Bryan \ Kyle
Common Area	Maint	9.10.14	Weeds are back in BioSwale area		Crews \ Larry \ Bryan \ Kyle
Common Area	Maint	9.10.14	Tree on Floco needs replanting	9.10.24	Bryan \ Kyle
Common Area	Enhancemnt	9.10.24	Refresh gravel on Ponder Cir		Kyle
Common Area	Maint	9.10.24	Retreatment of Publix berm area		Crews \ Larry \ Bryan \ Kyle
Common Area	Maint	9.10.24	trim bushes along Curiosity @ 4'0'clock park		Crews \ Larry \ Bryan \ Kyle
Common Area	Maint	9.10.24	Weeds @ Julep Park		Larry
Common Area	Maint	9.10.24	Pine tree behind JEA station staking	9.10.24	Bryan \ Kyle
Common Area	Maint	9.10.24	Straighten tree on Salt Meadow Loop		Bryan \ Kyle
Common Area	Maint	9.10.24	Runners along asphalt path on Curiosity		Crews \ Larry \ Bryan \ Kyle
Common Area	Maint	9.10.24	Remove palm braces around pool		Bryan \ Kyle
Common Area	Irrigation	9.10.24	Break along sidewalk @ South Ponder Cir	9.10.24	Jeff

[illegible]

**EAST NASSAU
STEWARDSHIP DISTRICT**

**STAFF
REPORTS E**

EAST NASSAU STEWARDSHIP DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE		
LOCATION		
<i>Fernandina Beach Municipal Airport, 700 Airport Road, Fernandina Beach, Florida 32034</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 17, 2024	Regular Meeting	10:00 AM
November 5, 2024	Landowners' Meeting	10:00 AM
November 21, 2024	Regular Meeting	10:00 AM
December 19, 2024	Regular Meeting	12:00 PM
January 16, 2025	Regular Meeting	10:00 AM
February 20, 2025	Regular Meeting	10:00 AM
March 20, 2025	Regular Meeting	10:00 AM
April 17, 2025	Regular Meeting	10:00 AM
May 15, 2025	Regular Meeting	10:00 AM
June 19, 2025	Regular Meeting	10:00 AM
July 17, 2025	Regular Meeting	10:00 AM
August 21, 2025	Regular Meeting	10:00 AM
September 18, 2025	Regular Meeting	10:00 AM