

**EAST NASSAU
STEWARDSHIP
DISTRICT**

November 21, 2024

**GOVERNING BOARD
PUBLIC HEARING AND
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

November 14, 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 Public Hearing and Regular Meeting on November 21, 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. Public Comments (*limited to 3 minutes per person to any members of the public desiring to speak on a specific agenda item*)
5. Administration of Oath of Office to Newly Elected Supervisors (Michael Hahaj - Seat 1, Robet Fancher - Seat 2, Allison Groomes - Seat 5) (*the following to be provided under separate cover*)
 - A. Required Ethics Training and Disclosure Filing
 - Sample Form 1 2023/Instructions
 - B. Membership, Obligations and Responsibilities
 - C. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
 - D. Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local Public Office
6. Consideration of Resolution 2025-04, Canvassing and Certifying the Results of the Landowners' Meeting Held Pursuant to Chapter 2017-206 Laws of Florida, and Providing for an Effective Date
7. Consideration of Resolution 2025-05, Electing and Removing Officers of the District and Providing for an Effective Date

8. Consent Agenda
 - A. Approval of October 17, 2024 Regular Meeting Minutes
 - B. Acceptance of Unaudited Financial Statements as of September 30, 2024
 - C. Ratification Item(s)
 - I. East Nassau Event Application [2025 Run Wild 5K 10K]
 - II. Final Assignment of Wildlight Avenue Phase 3 Extension Construction Contract
9. Public Hearing on Amenity Rules, Policies and Fees
 - A. Proof/Affidavits of Publication
 - B. Consideration of Resolution 2025-06, Adopting Aggregated Amenity Rules, Policies and Fees Including Suspension and Termination Policies; Providing a Severability Clause; and Providing an Effective Date
10. Consideration of 2024 Bond Anticipation Note Items
 - A. Presentation of Supplemental Engineer's Report for Preliminary Development Plan #4 Series 2024 Project
 - B. Presentation of Bond Anticipation Notes Special Assessment Methodology Report for Preliminary Development Plan #4 Series 2024 Project
 - C. Consideration of Resolution 2025-07, PDP #4 Series 2024 Project Bond Anticipation Note Supplemental Assessment Resolution
 - D. Supplemental Notice of Series 2024 Assessments (PDP#4 Series 2024 Project BAN)
11. Consideration of Resolution 2025-08, Designating Certain Property as Undevelopable Property; Providing for Release of Assessment Lien on Undevelopable Property; Providing for the Recording of Releases of Assessment Liens on Undevelopable Property; Providing for Severability, Conflicts and an Effective Date
 - A. Form Notice of Release of Lien
12. Consideration of The Greenery, Inc. Proposal #65564 [Wildlight Round-A-Bout Live Oak Planting]
13. 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: December 19, 2024 at 12:00 PM

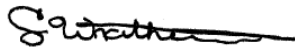
- QUORUM CHECK

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

- 14. Board Members' Comments/Requests
- 15. Public Comments
- 16. Adjournment

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

Sincerely,



Craig Wrathell
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

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

PARTICIPANT PASSCODE: 782 134 6157

**EAST NASSAU
STEWARDSHIP DISTRICT**

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RESOLUTION 2025-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EAST NASSAU STEWARDSHIP DISTRICT CANVASSING AND CERTIFYING THE RESULTS OF THE LANDOWNERS' MEETING HELD PURSUANT TO CHAPTER 2017-206, LAWS OF FLORIDA, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the East Nassau Stewardship District (hereinafter the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 2017-206, Laws of Florida, being situated entirely within Nassau County, Florida; and

WHEREAS, such landowners' meeting was held on November 5, 2024, and at which the below recited individuals were each duly elected by virtue of the respective votes cast in their favor; and

WHEREAS, the Board of Supervisors of the District, by means of this Resolution, desire to canvass the votes and declare and certify the results of said election.

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

SECTION 1. Each of the following individuals is respectively found, certified, and declared to have been duly elected as Supervisor of and for the District, having been elected by the votes cast in their favor as shown:

SEAT	BOARD MEMBER	VOTES
Seat 1	Michael Andrew Hahaj	Votes: 19,730
Seat 2	Robert Fancher	Votes: 19,736
Seat 5	Allison Groomes	Votes: 19,736

SECTION 2. In accordance with Chapter 2017-206 Laws of Florida, and by virtue of the number of votes cast for the Supervisor, the above-named person is declared to have been elected for the following term of office:

SEAT	BOARD MEMBER	TERM OF OFFICE
Seat 1	Michael Andrew Hahaj	4-Year Term
Seat 2	Robert Fancher	4-Year Term
Seat 5	Allison Groomes	4-Year Term

SECTION 3. This resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 21st of November, 2024.

Attest:

EAST NASSAU STEWARDSHIP DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

**EAST NASSAU
STEWARDSHIP DISTRICT**

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RESOLUTION 2025-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EAST NASSAU STEWARDSHIP DISTRICT ELECTING AND REMOVING OFFICERS OF THE DISTRICT AND PROVIDING FOR 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, being situated entirely within Nassau County, Florida; and

WHEREAS, the District’s Governing Board desires to elect and remove Officers of the District.

NOW, THEREFORE, BE IT RESOLVED BY GOVERNING BOARD OF EAST NASSAU STEWARDSHIP DISTRICT THAT:

SECTION 1. The following is/are elected as Officer(s) of the District effective November 21, 2024:

_____ is elected Chair
_____ is elected Vice Chair
_____ is elected Assistant Secretary
_____ is elected Assistant Secretary
_____ is elected Assistant Secretary

SECTION 2. The following Officer(s) shall be removed as Officer(s) as of November 21, 2024:

_____ Max Hord _____ Assistant Secretary

SECTION 3. The following prior appointments by the Board remain unaffected by this Resolution:

Craig Wrathell is Secretary

Ernesto Torres is Assistant Secretary

Craig Wrathell is Treasurer

Jeff Pinder is Assistant Treasurer

PASSED AND ADOPTED THIS 21ST DAY OF NOVEMBER, 2024.

ATTEST:

EAST NASSAU STEWARDSHIP DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

**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 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.

Present were:

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

Also present:

Ernesto Torres	District Manager
Michelle Rigoni (via telephone)	District Counsel
Zach Brecht	District Engineer
Carol Brown	Landowner Representative

FIRST ORDER OF BUSINESS

Call to Order

Mr. Torres called the meeting to order at 10:12 p.m.

SECOND ORDER OF BUSINESS

Roll Call

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

THIRD ORDER OF BUSINESS

Chairman's Opening Remarks

Mr. Hahaj thanked everyone for attending and stated he appreciates everyone's hard work.

FOURTH ORDER OF BUSINESS

Consent Agenda

Mr. Torres presented the following:

A. Approval of September 19, 2024 Public Hearings and Regular Meeting Minutes

The following change was made:

Lines 79 through 80: Change “maintenance responsibilities increase, such as the traffic calming analysis, the General Fund assessments will increase” to “maintenance responsibilities increase, we are performing community-wide projects, such as the traffic calming analysis, as such the General Fund assessments will increase.”

B. Acceptance of Unaudited Financial Statements as of August 31, 2024

In response to Mr. Hahaj’s question regarding the balance sheet, Mr. Torres stated the budget column is the actual budget for the full year.

C. Ratification Item(s)

- **Final Wildlight Avenue Phase 3 Assignment Package**

In response to a question regarding two missing acquisition agreements, Ms. Rigoni stated it looks like only the cleanup acquisition package was included. She will coordinate and include the other two documents. The Wildlight Village Phase 3 Acquisition Packages will all be ratified as part of the Resolution.

Mr. Hahaj motioned to approve the consent agenda, ratifying the acquisition package contained in the agenda and the other two agreements that will be included in the next agenda.

On MOTION by Mr. Hahaj and seconded by Ms. Northrup, with all in favor, the September 19, 2024 Public Hearings and Regular Meeting Minutes, as amended; the Unaudited Financial Statements as of August 31, 2024; and the Final Wildlight Acquisition Package and two additional Acquisition Agreements/ Packages, were approved, accepted and ratified, respectively.

FIFTH ORDER OF BUSINESS

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

This item was tabled to later in the meeting.

SIXTH ORDER OF BUSINESS

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

Ms. Rigoni presented Resolution 2025-02, which accomplishes the following:

- Approves a direct purchase policy that allows the District to directly purchase construction materials and have tax savings as a result of the same.
- Designates the District Engineer as the purchasing agent and approves that form of work authorization attached to the Resolution.
- Authorizes the District Engineer to purchase construction materials on behalf of the District, as may be necessary, consistent with the procurement policy.
- Directs the District Manager to purchase builders' all risk insurance in coordination with the District Engineer.

On MOTION by Mr. Hord and seconded by Mr. Jinks, with all in favor, 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, was adopted.

SEVENTH ORDER OF BUSINESS**Consideration of Personnel Leasing Agreement**

Ms. Rigoni presented the Personnel Leasing Agreement between the CDD and Wildlight LLC, and recommended approval, in substantial form.

Asked if the Agreement allows the District to hire or lease other personnel related to construction projects, to accomplish the same goals, Ms. Rigoni replied affirmatively.

On MOTION by Mr. Hahaj and seconded by Mr. Hord, with all in favor, the Personnel Leasing Agreement, in substantial form, was approved.

EIGHTH ORDER OF BUSINESS**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**

Mr. Torres presented Resolution 2025-03.

Discussion ensued regarding the Resolution, a one-year warranty and the Developer conveying improvements to the District.

On MOTION by Mr. Jinks and seconded by Mr. Hahaj, with all in favor, 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, was adopted.

NINTH ORDER OF BUSINESS

Public Comments (limited to 3 minutes per person)

There were no public comments.

TENTH ORDER OF BUSINESS

Development Update/Staff Reports

A. Developer Representative

Ms. Brown thanked Staff and everyone who worked to protect the District during the recent hurricanes; the teamwork that was demonstrated was fantastic. She stated that she greatly appreciates everyone's efforts in working through the storms.

B. District Counsel: Kutak Rock LLP

There was no report.

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

Mr. Brecht stated the Army Corps of Engineers permit for Chester Road was received; clearing and road work can commence.

Mr. Hajah congratulated the Greenery and the Maintenance Manager for a fantastic job on debris cleanup after the hurricanes.

D. Field Operations: CCMC

The Monthly Operations Report was included for informational purposes.

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

- **NEXT MEETING DATE: November 21, 2024 at 10:00 AM**

- **QUORUM CHECK**

- **Consideration of Resolution 2025-01, the Fifth Order of Business, Resumed**

Discussion ensued regarding resetting the public hearing for November 21, 2024 and cancelling the December 19, 2024 meeting.

On MOTION by Mr. Hahaj and seconded by Ms. Northrup, with all in favor, 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, was adopted.

Supervisors Hahaj, Jinks and Hord confirmed their attendance at the November 21, 2024 meeting.

ELEVENTH ORDER OF BUSINESS

Board Members' Comments/Requests

There were no Board Members' comments or requests.

TWELFTH ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRTEENTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Hahaj and seconded by Mr. Jinks, with all in favor, the meeting adjourned at 10:39 a.m.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair

**EAST NASSAU
STEWARDSHIP DISTRICT**

**UNAUDITED
FINANCIAL
STATEMENTS**

**EAST NASSAU STEWARDSHIP DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
SEPTEMBER 30, 2024**

**EAST NASSAU STEWARDSHIP DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 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	\$ 296,167	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 296,167
SunTrust debit	1,665	-	-	-	-	-	-	-	-	-	-	1,665
Bank United - MMA	800,000	-	-	-	-	-	-	-	-	-	-	800,000
Bank United - ICS	100,000	-	-	-	-	-	-	-	-	-	-	100,000
Investments												
Revenue	-	-	-	-	175,036	284,709	-	-	-	-	-	459,745
Reserve	-	-	-	-	160,225	337,200	-	588,427	-	-	-	1,085,852
Capitilized interest	-	-	-	-	-	-	-	581,513	-	-	-	581,513
Prepayment	-	-	-	-	-	16,072	-	-	-	-	-	16,072
Construction	-	-	-	-	-	-	-	-	2,169	59,404	7,058,967	61,573
Construction reserve: Wildlight Ave*	-	-	-	-	-	-	-	-	-	385,877	-	385,877
Cost of issuance	-	-	-	-	-	-	-	12,231	-	-	-	12,231
Sinking	-	-	-	-	-	99	-	-	-	-	-	99
Due from FPL 2022	-	1,813	-	-	-	-	-	-	-	-	-	1,813
Due from Wildlight Residential	-	49,567	-	-	-	-	-	-	-	-	-	49,567
Due from Wildlight Commercial	-	26,016	-	-	-	-	-	-	-	-	-	26,016
Due from general fund	-	949,871	-	188,531	-	-	-	-	-	-	-	1,138,402
Prepaid expense	22,728	16,842	-	-	-	-	-	-	-	-	-	39,570
Security deposit	3,000	-	-	-	-	-	-	-	-	-	-	3,000
Utility deposits	-	350	-	-	-	-	-	-	-	-	-	350
Total assets	<u>\$ 1,223,560</u>	<u>\$ 1,044,459</u>	<u>\$ -</u>	<u>\$ 188,531</u>	<u>\$ 335,261</u>	<u>\$ 638,080</u>	<u>\$ -</u>	<u>\$ 1,182,171</u>	<u>\$ 2,169</u>	<u>\$ 445,281</u>	<u>\$ 7,058,967</u>	<u>\$ 5,059,512</u>
LIABILITIES AND FUND BALANCES												
Liabilities:												
Accounts payable	\$ 38,305	\$ 187,790	\$ -	\$ 1,262	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 227,357
Due to Wildlight LLC	-	-	-	-	-	-	28,496	-	-	-	-	28,496
Due to special revenue fund - DSAP #1	949,871	-	-	-	-	-	-	-	-	-	-	949,871
Due to special revenue fund - Commerce Park	188,531	-	-	-	-	-	-	-	-	-	-	188,531
Landowner advance	6,500	-	-	-	-	-	-	-	-	-	-	6,500
Total liabilities	<u>1,183,207</u>	<u>187,790</u>	<u>-</u>	<u>1,262</u>	<u>-</u>	<u>-</u>	<u>28,496</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,400,755</u>
DEFERRED INFLOWS OF RESOURCES												
Deferred receipts	-	57,607	-	-	-	-	-	-	-	-	-	57,607
Total deferred inflows of resources	<u>-</u>	<u>57,607</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>57,607</u>
Fund balances:												
Restricted for:												
Debt service	-	-	-	-	335,261	638,080	(28,496)	1,182,171	-	-	-	2,127,016
Capital projects	-	-	-	-	-	-	-	-	2,169	445,281	7,058,967	447,450
Assigned												
3 months working capital	69,175	294,689	-	-	-	-	-	-	-	-	-	363,864
Disaster recovery	-	75,000	-	-	-	-	-	-	-	-	-	75,000
Unassigned	(28,822)	429,373	-	187,269	-	-	-	-	-	-	-	587,820
Total fund balances	<u>40,353</u>	<u>799,062</u>	<u>-</u>	<u>187,269</u>	<u>335,261</u>	<u>638,080</u>	<u>(28,496)</u>	<u>1,182,171</u>	<u>2,169</u>	<u>445,281</u>	<u>7,058,967</u>	<u>3,601,150</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 1,223,560</u>	<u>\$ 1,044,459</u>	<u>\$ -</u>	<u>\$ 188,531</u>	<u>\$ 335,261</u>	<u>\$ 638,080</u>	<u>\$ -</u>	<u>\$ 1,182,171</u>	<u>\$ 2,169</u>	<u>\$ 445,281</u>	<u>\$ 7,058,967</u>	<u>\$ 5,059,512</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 SEPTEMBER 30, 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	1,789	16,734	12,000	139%
General counsel	18,258	107,737	50,000	215%
UF environmental	-	-	40,000	0%
District manager	4,000	48,000	48,000	100%
Audit	-	4,800	7,000	69%
Postage	104	742	500	148%
Printing and binding	83	1,000	1,000	100%
Insurance - GL, POL	-	13,338	14,000	95%
Legal advertising	6,094	26,338	6,500	405%
Miscellaneous - bank charges	47	519	1,000	52%
Office lease	4,228	46,917	43,003	109%
Office utilities	690	7,698	6,000	128%
Office supplies	-	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	35,293	289,026	234,056	123%
Other fees & charges				
Property appraiser and tax collector	-	408	642	64%
Total other fees & charges	-	408	642	64%
Total expenditures	35,293	289,434	234,698	123%
Excess/(deficiency) of revenues over/(under) expenditures	(35,293)	(10,239)	34,481	
Fund balances - beginning	75,646	50,592	105,121	
Fund balances - ending				
Assigned:				
3 months working capital	69,175	69,175	69,175	
Unassigned	(28,822)	(28,822)	70,427	
Fund balances - ending	\$ 40,353	\$ 40,353	\$ 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 SEPTEMBER 30, 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%
Lot closing	3,800	3,800	-	N/A
Miscellaneous	15,989	207,685	-	N/A
Total revenues	<u>19,789</u>	<u>1,122,603</u>	<u>923,756</u>	122%
EXPENDITURES				
Field operations				
Field operations	10,377	89,425	116,893	77%
Administration and accounting	833	10,000	10,000	100%
Wetland and conservation maintenance	-	-	10,000	0%
Landscape	161,419	860,477	694,064	124%
Lake maintenance	3,382	16,526	19,108	86%
Pest control	-	-	1,000	0%
Street cleaning	-	-	12,000	0%
Street light lease	15,745	69,628	111,150	63%
Repairs & maintenance	9,597	27,249	25,000	109%
Electricity	155	890	984	90%
Irrigation (potable)	5,370	30,061	41,169	73%
Landscape replacement	17,557	17,557	69,406	25%
Parts & supplies	-	759	3,000	25%
Contingency	-	-	250	0%
Insurance	-	10,992	5,000	220%
Debt service fund accounting: series 2018	625	7,500	7,500	100%
Debt service fund accounting: series 2021	625	7,500	7,500	100%
Arbitrage rebate calculation	-	500	1,000	50%
Dissemination agent	167	2,000	2,000	100%
Trustee (series 2018 bonds)	-	4,247	4,000	106%
Trustee (series 2021 bonds)	-	4,031	4,000	101%
Total field operations	<u>225,852</u>	<u>1,159,342</u>	<u>1,145,024</u>	101%
Other fees & charges				
Property appraiser and tax collector	-	19,454	18,733	104%
Total other fees & charges	<u>-</u>	<u>19,454</u>	<u>18,733</u>	104%
Total expenditures	<u>225,852</u>	<u>1,178,796</u>	<u>1,163,757</u>	101%
Excess/(deficiency) of revenues over/(under) expenditures	(206,063)	(56,193)	(240,001)	
Fund balances - beginning	1,005,125	855,255	624,494	
Assigned:				
3 months working capital	294,689	294,689	294,689	
Disaster recovery	75,000	75,000	75,000	
Unassigned	429,373	429,373	14,804	
Fund balances - ending	<u>\$ 799,062</u>	<u>\$ 799,062</u>	<u>\$ 384,493</u>	

**EAST NASSAU STEWARDSHIP DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
SPECIAL REVENUE FUND - DETAILED SPECIFIC AREA PLAN #2
FOR THE PERIOD ENDED SEPTEMBER 30, 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 SEPTEMBER 30, 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	2,524	16,095	17,160	94%
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	2,524	16,095	163,684	10%
Other fees & charges				
Property appraiser and tax collector	-	3,292	2,014	163%
Total other fees & charges	-	3,292	2,014	163%
Total expenditures	2,524	19,387	165,698	12%
Excess/(deficiency) of revenues over/(under) expenditures	(2,524)	145,936	5	
Fund balances - beginning	189,793	41,333	4	
Fund balances - ending	\$ 187,269	\$ 187,269	\$ 9	

**EAST NASSAU STEWARDSHIP DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2018
FOR THE PERIOD ENDED SEPTEMBER 30, 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	1,391	18,265	-	N/A
Total revenues	<u>1,391</u>	<u>459,427</u>	<u>340,148</u>	135%
EXPENDITURES				
Debt service				
Principal	-	85,000	90,000	94%
Principal prepayment	-	145,000	-	N/A
Interest	-	232,607	234,149	99%
Total debt service	<u>-</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>-</u>	<u>469,161</u>	<u>334,778</u>	140%
Excess/(deficiency) of revenues over/(under) expenditures	1,391	(9,734)	5,370	
Fund balances - beginning	<u>333,870</u>	<u>344,995</u>	<u>287,568</u>	
Fund balances - ending	<u><u>\$ 335,261</u></u>	<u><u>\$ 335,261</u></u>	<u><u>\$ 292,938</u></u>	

**EAST NASSAU STEWARDSHIP DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2021
FOR THE PERIOD ENDED SEPTEMBER 30, 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	2,648	40,017	-	N/A
Total revenues	<u>2,648</u>	<u>743,225</u>	<u>688,827</u>	108%
EXPENDITURES				
Debt service				
Principal	-	255,000	260,000	98%
Principal prepayment	-	225,000	-	N/A
Interest	-	419,932	419,730	100%
Total debt service	<u>-</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>-</u>	<u>906,921</u>	<u>690,700</u>	131%
Excess/(deficiency) of revenues over/(under) expenditures	2,648	(163,696)	(1,873)	
Fund balances - beginning	<u>635,432</u>	<u>801,776</u>	<u>556,569</u>	
Fund balances - ending	<u>\$ 638,080</u>	<u>\$ 638,080</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 SEPTEMBER 30, 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	 <u>(28,496)</u>	 <u>(2,800)</u>
Fund balances - ending	<u><u>\$ (28,496)</u></u>	<u><u>\$ (28,496)</u></u>

**EAST NASSAU STEWARDSHIP DISTRICT
STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2024
FOR THE PERIOD ENDED SEPTEMBER 30, 2024**

	Current Month	Year to Date
REVENUES		
Interest	\$ 5,209	\$ 5,378
Total revenues	<u>5,209</u>	<u>5,378</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	5,209	(396,927)
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	5,209	1,182,171
Fund balance - beginning	1,176,962	-
Fund balance - ending	<u><u>\$ 1,182,171</u></u>	<u><u>\$ 1,182,171</u></u>

**EAST NASSAU STEWARDSHIP DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2018
FOR THE PERIOD ENDED SEPTEMBER 30, 2024**

	Current Month	Year To Date
REVENUES		
Interest	\$ 9	\$ 2,169
Total revenues	<u>9</u>	<u>2,169</u>
EXPENDITURES		
Total expenditures	<u>-</u>	<u>-</u>
Excess/(deficiency) of revenues over/(under) expenditures	9	2,169
Fund balances - beginning	2,160	-
Fund balances - ending	<u><u>\$ 2,169</u></u>	<u><u>\$ 2,169</u></u>

**EAST NASSAU STEWARDSHIP DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2021
FOR THE PERIOD ENDED SEPTEMBER 30, 2024**

	Current Month	Year To Date
REVENUES		
Landowner contribution	\$ -	\$ 472,709
Miscellaneous revenue	-	95,192
Interest	1,848	25,459
Total revenues	<u>1,848</u>	<u>593,360</u>
EXPENDITURES	<u>-</u>	<u>-</u>
Total expenditures	<u>-</u>	<u>-</u>
Excess/(deficiency) of revenues over/(under) expenditures	1,848	593,360
Fund balances - beginning	443,433	(148,079)
Fund balances - ending	<u>\$ 445,281</u>	<u>\$ 445,281</u>

**EAST NASSAU STEWARDSHIP DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2024
FOR THE PERIOD ENDED SEPTEMBER 30, 2024**

	Current Month	Year to Date
REVENUES		
Interest	\$ 31,102	\$ 32,109
Total revenues	<u>31,102</u>	<u>32,109</u>
EXPENDITURES	<u>-</u>	<u>-</u>
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	31,102	7,058,967
Beginning fund balance	7,027,865	-
Ending fund balance	<u>\$ 7,058,967</u>	<u>\$ 7,058,967</u>

**EAST NASSAU
STEWARDSHIP DISTRICT**

**RATIFICATION
ITEMS I**

East Nassau Event Application

East Nassau Stewardship District
2300 Glades Road, Suite 410W
Boca Raton, Florida 3343

Event: 2025 Run Wild 5K I 10 K

Attach proposed event map to this application

Event Date and Hours: Saturday, March 8, 2025 7:45 am - 12 pm

Contact Person: Lisa Paxton

Phone Number: 904-530-1559

Email Address: Lpaxton@ccmcnet.com

Business Name (if applicable): Wildlight Residential & Commercial Associations, Inc. ("Applicant")

District Property requesting to be used for the Event (address, parcel ID number, or other identifying information): Please see attached map: Streets excluding County owned Curiosity and Wildlight Avenue(s): Whistling Duck Pond 44-2N-27-1004-RCT2-0000; Boardwalk200: 44-2N-27-1004-MTE1-0000; Ponder/Coin Toss trail: 44-2N-27-1004-OCEC-000

Have you notified/discussed this Event with:

- Affected residents/businesses/other landowners within the requested Event site? X YES ☐ NO
- Nassau County and/or local emergency service providers? X YES ☐ NO (County permit may be required)

Event organizers wishing to hold a special event ("Event") within the East Nassau Stewardship District (the "District") boundaries must obtain the District's approval. To apply for Event approval, the following documents are required, as well as signature at the bottom of this application, agreeing to the terms and conditions of the Event approval:

REQUIRED DOCUMENTATION:

- Completed Event application ☒
- Certificate of Insurance for Commercial General Liability Insurance in an amount of One Million Dollars (\$1,000,000.00) per occurrence, naming the "East Nassau Stewardship District and its supervisors, officers, staff, and employees" as additional insured on a primary and noncontributory basis. NOTE – Depending on the scope of the proposed event, the District may, in its sole discretion, require additional types of coverage and/or a special event policy. See Conditions of Approval for any such additional requirement. ☒
- Consent of the applicable law enforcement agency having jurisdiction for any requested roadway closures, if applicable ☒

TERMS AND CONDITIONS OF THE EVENT APPROVAL:

- Approval of the District for the Event is only for the property owned by the District ("District Property"); all other locations proposed to be included in the Event will require approval, as necessary, from the respective property owners. It is the Applicant's responsibility to obtain all such approvals as necessary, which may include but not be limited to a permit issued by Nassau County, Florida.
- Applicant understands and agrees that the District's property is being offered in its existing condition "as-is", "where-as" and "with all faults," without any representations, guarantees, or warranties whatsoever as to its condition, fitness for any particular purpose, merchantability, or any other warranty, express or implied, oral or written, with respect to the Event or the District property, and District hereby expressly disclaims all of the same. The Applicant assumes all risk and liability in connection with entry on and use of the property by the Applicant and anyone entering upon or utilizing all or any portion of the property for the Event. Further, the Applicant understands and agrees the Applicant has the sole responsibility to inspect the property, as necessary, prior to the Event.
- Applicant/event organizer(s), and its contractor(s), if applicable, shall use all due care to protect the District Property from damage and agrees to repair, and/or to require its contractor(s) to repair, any damage to the District Property resulting from

PRIVACY NOTICE: Under Florida's Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. This means that, if a citizen makes a public records request, we may be required to disclose the information you submit to us. Under certain circumstances, we may only be required to disclose part of the information submitted to us. If you believe that your records may qualify for an exemption under Chapter 119, Florida Statutes, please notify the District Manager.

NOTE TO STAFF: THIS FORM MAY CONTAIN CONFIDENTIAL INFORMATION. DO NOT DISCLOSE ITS CONTENTS WITHOUT FIRST CONSULTING THE DISTRICT MANAGER.

the Event within twenty-four (24) hours of same. Applicant/event organizers and its contractor(s), if applicable, shall further clean up and remove all materials, trash and debris relative to the Event within twenty-four (24) hours of same.

- Applicant shall be liable for any property damage at the Event site, or at any activity or Event operated, organized, arranged or sponsored by the Applicant, which are caused by the Applicant, his or her business, or its contractors. The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses due to property damage. Each Applicant, as a condition of approval to hold the Event, assumes sole responsibility for his or her property. The District and its contractors shall not be responsible for the loss or damage to any private property used or stored onsite on District Property for the Event.
- If you require any assistance or have any questions, please call Todd Haskett, Community Manager, at (904) 530-1559. Please note, Event equipment will not be provided by the District and must be supplied by Applicant as necessary for the Event.
- District staff reserves the right to cancel any activity as may be necessary to include but not limited to inclement weather.
- By submitting this application, the Applicant represents that it holds the required licenses and permits to conduct proposed Event activities, whether specifically requested for disclosure in this application or otherwise, by all applicable agencies and/or local governments holding jurisdiction regarding the Event.
- **WAIVER OF LIABILITY AND INDEMNIFICATION:** To the extent allowed by law, Applicant shall defend, indemnify, and hold harmless the District and its supervisors, officers, staff, and consultants from and against any and all liability for any and all personal injury, wrongful death, or property damage, including attorneys' fees, arising out of or resulting from use of the District Property relative to the Event in the event such liability, loss, or damage results from any negligence by the Applicant, its contractors, agents, or employees. By signing below, the undersigned represents that it has read this waiver of liability and indemnification section, and that the undersigned voluntarily signs the release, indemnification, and waiver of liability.
- Applicant shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, permits, licenses or other requirements or approvals. Non-compliance may result in denial of current or future events.

Nothing contained in this application, nor the approval thereof, shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, or other law.

Applicant Signature Lisa Paxton

Date 10.22.2024

Print Name Lisa Paxton

Title Wildlight Lifestyle Director

Please return the completed and executed form to:

Todd Haskett, Community Manager, thaskett@ccmcnet.com &

Ernesto Torres, District Manager, torrese@whhassociates.com

East Nassau Stewardship District

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FOR DISTRICT OFFICE USE ONLY

District Decision (circle one): APPROVAL or DENIAL

Date: 10/24/2024

District Signature: TH

Print Name: Todd Haskett

Title: Community Manager

CONDITIONS OF APPROVAL (additional insurance coverage, special event policy, and any other conditions of approval), if any:

Comments: _____

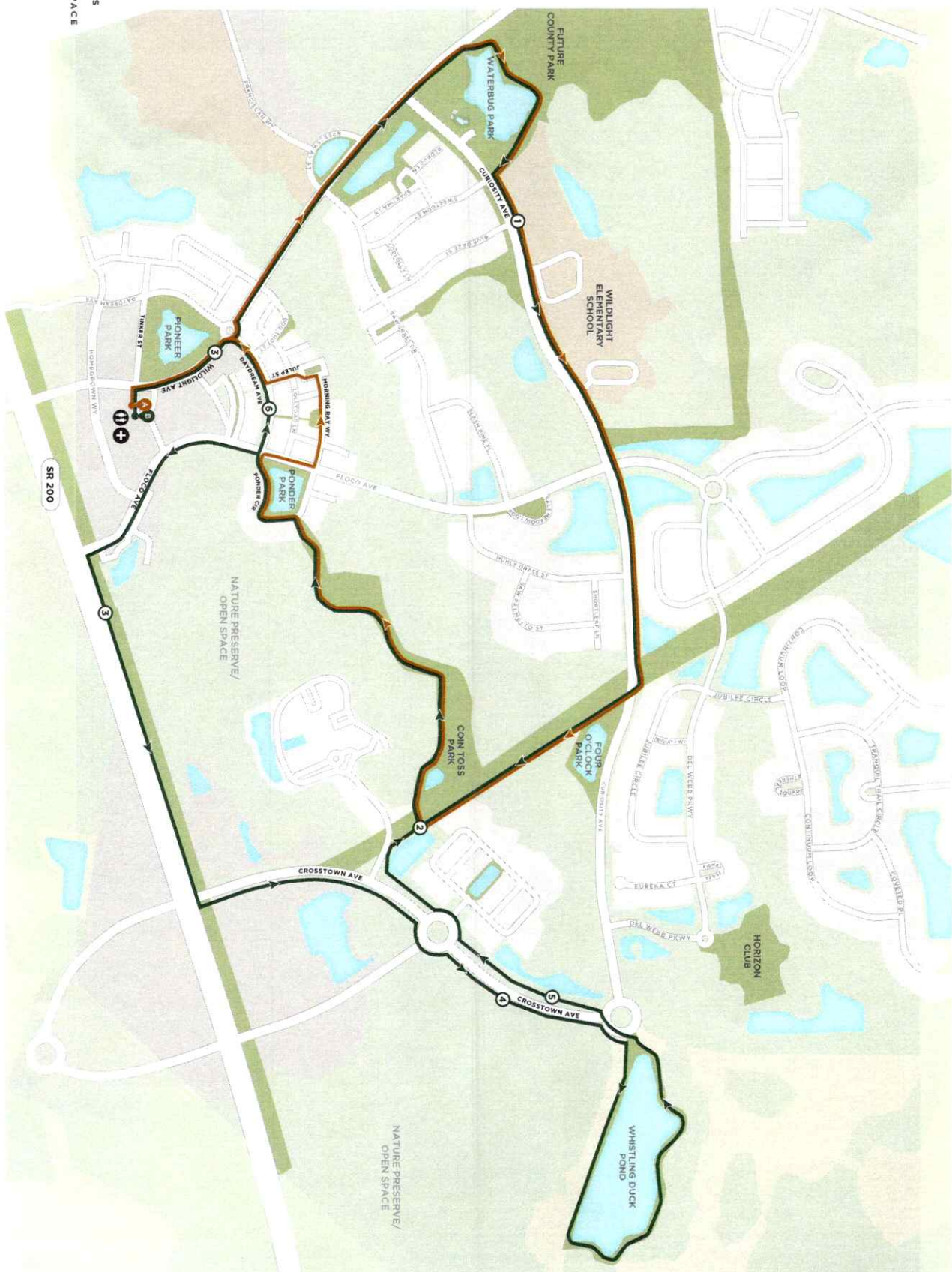
PRIVACY NOTICE: Under Florida's Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. This means that, if a citizen makes a public records request, we may be required to disclose the information you submit to us. Under certain circumstances, we may only be required to disclose part of the information submitted to us. If you believe that your records may qualify for an exemption under Chapter 119, *Florida Statutes*, please notify the District Manager.

NOTE TO STAFF: THIS FORM MAY CONTAIN CONFIDENTIAL INFORMATION. DO NOT DISCLOSE ITS CONTENTS WITHOUT FIRST CONSULTING THE DISTRICT MANAGER.



**AFTER YOU RUN,
STAY FOR THE FUN.
THERE WILL BE LIVE
MUSIC, FOOD TRUCKS,
A KIDS' ZONE, LOCAL
VENDORS & MORE.**

- KEY**
-  5K START/FINISH LINE
 -  5K RACE COURSE
 -  10K START/FINISH LINE
 -  10K RACE COURSE
 -  MILE MARKERS
 -  RESTROOMS
 -  FIRST AID
 -  PARKS, FUTURE PARKS
NEIGHBORHOOD AMENITIES
 -  NATURE PRESERVE/OPEN SPACE
 -  RESIDENTIAL AREAS





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/26/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Management Group 12730 Coldwater Rd Ste 103 Fort Wayne IN 46845	CONTACT NAME: Liz Painter PHONE (A/C, No, Ext): (260) 338-2434 E-MAIL ADDRESS: lpainter@insmgt.com FAX (A/C, No): (765) 664-0761
INSURED Road Runners Club of America/2024 and Its Member Clubs 1501 Langston Boulevard, Suite 140 Arlington VA 22209	INSURER(S) AFFORDING COVERAGE INSURER A: Granite State Insurance Company INSURER B: National Union Fire Insurance Company of Pittsburgh, PA INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 23809 19445

COVERAGES**CERTIFICATE NUMBER:** 2024 \$2M A.I. Liability**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Legal Liability to Participants \$2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☒ OTHER: Per Event Basis	Y		AIL0003450335200	12/31/2023	12/31/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Abuse and Molestation \$ 500,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y		AIL0003450335200	12/31/2023	12/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Excess Medical & Accident (\$250 Deductible/Claim)	Y		AID0003450335800	12/31/2023	12/31/2024	Excess Medical \$10,000 AD & Specific Loss \$2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED AS RESPECTS TO THEIR INTEREST IN THE OPERATIONS OF THE NAMED INSURED. DATE OF EVENT(S): 03/09/24 Run Wild 10K and 5K INSURED RRCA CLUB/EVENT MEMBER: 1st Place Sports Running Club, Inc, attn: Doug Alred, 3931 Baymeadows Rd Jacksonville, FL 32217
Processed by TGM

CERTIFICATE HOLDER

East Nassau Stewardship District and its supervisors, officers, staff and employees

03/09/24 East Nassau Stewardship District
2300 Glades Rd Suite 410 W

Boca Raton FL 33431

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**EAST NASSAU
STEWARDSHIP DISTRICT**

**RATIFICATION
ITEMS II**

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

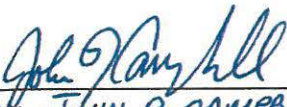
(WILDLIGHT AVENUE EXTENSION PROJECT)

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

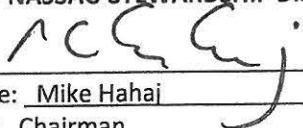
For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, does hereby transfer, assign and convey unto Assignee, all of the rights, interests, benefits and privileges of Assignor under the Contract, by and between Assignor and Contractor, for the above-referenced Project that is further described by the Developer's Affidavit and Agreement Regarding Assignment of Contract (attached hereto as **Exhibit A**) and Contractor's Acknowledgment and Acceptance of Assignment and Release (attached hereto as **Exhibit B**). Further, Assignee does hereby assume all obligations of Assignor under the Contract arising or accruing after the date hereof relating to the Project, as amended by that Addendum to Contract (attached hereto as **Exhibit C**). Contractor hereby consents to the assignment of the Contract and all of Contractor's rights, interests, benefits, privileges, and obligations to Assignee. Further, upon execution of this Assignment, the provisions set forth in Exhibit C hereto are incorporated in and made a part of the Contract; in the event of any inconsistency, ambiguity, or conflict between any of the terms or conditions of the Contract, as amended and assigned, and Exhibit C, the terms and conditions of Exhibit C shall prevail. Contractor hereby releases and waives any claims it has or may have against the Assignor as a result of or in connection with the Contract and this assignment.

Executed in multiple counterparts to be effective the 29th day of August 2024 ("Effective Date").

WILDLIGHT LLC

By: 
Name: JOHN R. CAMPBELL
Title: Vice President

EAST NASSAU STEWARDSHIP DISTRICT

By: 
Name: Mike Hahaj
Title: Chairman

VALLENCOURT CONSTRUCTION CO., INC.

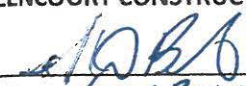
By: 
Name: STACY BATES
Title: VICE PRESIDENT

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

EXHIBIT A TO ASSIGNMENT OF CONSTRUCTION AGREEMENT

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

STATE OF FLORIDA

COUNTY OF NASSAU

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

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

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

- (vi) Developer x represents and warrants that there are no outstanding liens or claims relating to the Improvement Agreement, or ____ has posted a transfer bond in accordance with Section 713.24, Florida Statutes, which is attached hereto as Exhibit D.
- (vii) Developer represents and warrants that all payments to Contractor and any subcontractors or materialmen under the Improvement Agreement are current and there are no outstanding disputes under the Improvement Agreement.

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 29th day of August, 2024.



Crystal L. Cook

[Print Name]

WILDLIGHT LLC

By: 
Name: JOHN R. CAMPBELL
Title: Vice President

STATE OF FLORIDA
COUNTY OF Nassau

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 29th day of August, 2024, by John R. Campbell as Vice President of Wildlight LLC, on its behalf. S/He ☒ is personally known to me or ☐ produced _____ as identification.


Notary Public, State of Florida



EXHIBIT A-1 TO DEVELOPER'S AFFIDAVIT AND AGREEMENT

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

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CONSTRUCTION AGREEMENT FIXED FEE

PROJECT NAME: Wildlight Avenue Phase 4; **PROJECT NUMBER:** PO000001518 ("Project")

THIS CONSTRUCTION AGREEMENT ("Agreement") is made and entered into this 29th day of July, 2024 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

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- 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

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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.

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- 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 recommending 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

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

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

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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 Work, Contractor shall submit to Owner a written safety program and must ensure that each of its subcontractors have a written safety program. Work may not commence until the safety program has been

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verified by Owner. Contractors written safety program must be submitted via email at Safety@Rayonier.com or via mail to: **Rayonier, Attn: Safety Dept., 1 Rayonier Way, Wildlight, FL 32097**. Contractor shall have sole responsibility for implementing its safety program. The safety program must include, at minimum, the following elements:

1. Active Management Commitment: Policies, procedures and practices that reflect commitment to the Health & Safety of employees, employers and others.
2. Worker Involvement: Demonstrate that workers are involved in Health & Safety decision making, including monthly safety meetings.
3. Emergency Management: A plan covering procedures to follow during emergencies which may occur on the worksite.
4. Training, Competency & Supervision: Systems are in place to ensure workers have the information, training or supervision to do their work safely and efficiently, and competency is periodically assessed.
5. Accident Reporting, Recording & Investigation: Effective processes to report and investigate and communicate details of safety related incidents.
6. Hazard Identification & Risk Management: Systematic method to identify workplace hazards, assess the risk, implement appropriate controls and monitor that the controls are effective.

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.

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- 62.12 Contractor shall ensure that all of its subcontractors whose activities may impact storm water discharges or controls at the Site will be a co-permittee with Contractor and shall be responsible for compliance with the SCDHEC Storm Water Pollution Prevention Plan (SWPPP) for this Project.
- 62.13 Contractor shall have a full-time on-Site English-speaking supervisor present on the Site throughout the construction, and Contractor shall provide Owner with the supervisor's name and contact information (including a cell phone number).
- 62.14 Contractor is responsible for receiving and storing materials at the Site
- 62.15 Contractor shall take care not to damage any existing trees, paving, sidewalks and curbs or any other improvements.
- 62.16 Contractor shall take care not to damage or disturb silt fencing and other erosion control devices.
- 62.17 Contractor will ensure that Contractor and all of its subcontractors and suppliers at all times respect, preserve, protect, comply with all rules and regulations pertaining to, and avoid disturbing or damaging wetlands and other environmental sensitive areas.
- 62.18 The Contractor shall not utilize on the Site any subcontractor, employee, or other laborer who has a conviction or deferred-adjudication history of any crime that may pose a serious potential risk of injury to any person located upon the subject Site including, but not limited to, such crimes as rape, statutory rape, molestation, sexual assault, indecent exposure, indecency with a child, murder, assault, battery, and kidnapping.

63 PROJECT PROTECTION

- 63.1 Contractor shall maintain all such items of protection as provided in Article 62 in a satisfactory condition until removal is authorized by Owner.
- 63.2 Contractor, at its expense, shall make all necessary repairs to property damaged by construction operations. Repairs shall be made in a manner satisfactory to Owner.

64 FIRE PREVENTION

- 64.1 Contractor shall conform to all Applicable Laws pertaining to fire prevention and control within or adjacent to the Project. Necessary precautions to avoid and eliminate fire casualty shall be the responsibility of the Contractor. This includes keeping the work area clear of all trash at all times.
- 64.2 All tarpaulins used for any purpose during construction of any Work shall be made of material resistant to fire, water and weather and shall bear UL labels. Lighting of any fires, except those required for performance of the Work, on the Project is strictly forbidden.
- 64.3 Contractor shall provide portable fire extinguishers compatible with the hazard of each Work area and shall instruct its personnel in their location and use. Wherever welding and burning are conducted, inflammable materials shall be protected and a fire watch shall be provided by Contractor to be present during the burning and welding operation to ensure that protective measures are taken and that no fires result from such operation. The fire watch shall have fire extinguisher equipment readily available and know-how for proper use.

65 PUMPING AND DRAINAGE.

- 65.1 Surface or subsurface water shall not be permitted to accumulate in excavations, except as provided by approved methods by the Applicable Laws and the governing authorities with jurisdiction. Should such conditions develop or be encountered, the water shall be controlled and suitably disposed of by means or methods approved by the Applicable Laws and the governing authorities with jurisdiction. It shall be the Contractor's responsibility to obtain any and all information as to surface or subsurface water conditions and requirements by agencies with jurisdiction, and Contractor shall not be relieved of any of its other requirements

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under this Agreement due to such conditions, nor shall Contractor be entitled to an extension of time or any other damages by reason of surface or subsurface water conditions.

66 DUST CONTROL

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

67 POLLUTION

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

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

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

68 EXPLOSIVES

68.1 Contractor shall obtain all required Federal, State and local permits and licenses and shall be responsible for the proper handling, transporting, storage and use of explosives and shall, at its expense, make good any damage caused by its handling, transporting, storage and use of explosives. Use of explosives shall be subject to prior, written approval by Owner. Further, Owner shall have the right to designate no explosive use areas, or to limit the use of explosives. All blasting shall be coordinated with Owner's blasting consultant. Contractor shall submit daily blasting records to Owner.

69 LIMITATION OF LIABILITY

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

70 TESTING

70.1 Unless otherwise provided in this Agreement, shop testing of materials or Work shall be performed by Contractor in conformance with the Contract Documents. Field testing of materials or Work shall be performed by Contractor. Should tests, in addition to those required by the Specifications, be desired by Owner or any applicable regulatory agency, Contractor will be advised in reasonable time to permit such testing. Such

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additional tests will be at Owner's expense, except as such additional tests are required due to Contractor's Work or materials. In this event, such additional (re-test) tests shall be at Contractor's expense.

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

71 CLEANING UP

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

72 DISPOSAL OF MATERIAL OUTSIDE PROJECT LIMITS

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

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

73 COMMERCIAL ACTIVITIES

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

74 PROJECT SIGNS

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

75 PUBLICITY AND ADVERTISING

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

76 PROTECTION OF EXISTING PROPERTY

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

76.2 Unless otherwise specifically provided in this Agreement, Contractor shall not do any Work that would disrupt or otherwise interfere with the operation of any pipeline, telephone, electric transmission line, ditch or other structure nor enter upon lands in their natural state until approved by Owner. Thereafter, and before it begins

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such Work, Contractor shall give due notice to Owner of its intention to start such Work. Contractor shall not be entitled to any extension of the Contract Time or any extra compensation on account of any postponement, interference or delay caused by any such line, ditch or structure on or adjacent to the Project.

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

77 ILLUMINATION

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

78 NOTICES

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

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

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

79 GOVERNING LAW AND INTERPRETATION

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

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

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

79.4 In the interest of brevity, the Contract Documents omit modifying words such as "all" or "any" and articles such as "the" and "an", but the inclusion of such modifies and articles in one provision and their exclusion in other provisions will not affect the interpretation of either provision. Use of the words "including" will mean

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“including but limited to” and in no event be interpreted to limit any general statement, term, or matter to the specific items listed.

80 RIGHTS AND REMEDIES

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

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

81 SUCCESSORS, ASSIGNS AND ASSIGNMENT

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

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

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

82 EXAMINATION OF CONTRACTOR'S RECORDS/ACCOUNTING RECORDS

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

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

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

83 ATTORNEYS' FEES

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

84 CODE OF CONDUCT.

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84.1 Contractor acknowledges that it has received and reviewed Rayonier's Supplier and Contractor Code of Conduct and Ethics as found on Owner's website, <https://ir.rayonier.com/corporate-governance#codeofconduct> ("Code"). Contractor, including all Contractor's employees and any permitted subcontractors, shall fully comply with all requirements of the Code, notwithstanding a more lenient standard allowable by law.

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

OWNER:
Wildlight, LLC

By: Thomas Jinks
Thomas Jinks (Aug 9, 2024 13:35 EDT)
Name: Thomas Jinks
Title: Director, Real Estate Development

CONTRACTOR:
Vallencourt Construction, Inc.

By: Terrence Adams
Terrence Adams (Aug 9, 2024 13:33 EDT)
Name: Terrence Adams
Title: Project Manager

CONSTRUCTION AGREEMENT FIXED FEE

PROJECT NAME: Wildlight Avenue Phase 4 ; **PROJECT NUMBER:** PO000001518 ("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 Delaware limited liability company ("Owner"), whose principal place of business is 1 Rayonier Way, Wildlight, FL 32097, and Vallencourt Construction, Inc., a Florida Corporation ("Contractor"), whose principal place of business is 449 Center Street Green Cove Springs, FL 32043 (individually each is a "Party" and collectively they are both "Parties").

PROPERTY: The Project is located at the street address Wildlight 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 Florida 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 32259.

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 The Contract Price is the lump sum amount of Two Million Two Hundred Eight Six Thousand Three Hundred Nine Dollars and Forty Four Cents US Dollars (\$2,286,309.44), 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.

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

Contractor commenced Work on July 1, 2024. 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 _____ 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	February 21, 2025/235 days
2.	Final Acceptance	April 14, 2025/52 days
3.		
4.		
5.		

The Contract Time is 287 calendar days from the Commencement Date or the date of April 14, 2025, 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 One Thousand U.S. Dollars (\$1,000.00) 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 followings:

OWNER:	Wildlight LLC
	Attn: Tommy Jinks
	1 Rayonier Way
	Wildlight, FL 32097
	Facsimile: (904) 357-9852
	Email: tommy.jinks@wildlight.com

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with a copy to: Rayonier Inc.
Attn: Law Department
1 Rayonier Way
Wildlight, FL 32097
Facsimile # (904) 261-2107
Email: legalnotice@rayonier.com

CONTRACTOR: Vallencourt Construction, Inc.
Attn: Terrence Adams
449 Center Street
Green Cove Springs, FL 32043
Facsimile: NA
Email: terrencea@vallencourt.com

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Exhibit "B"

Property Description

Wildlight Avenue (Variable Width Right of Way) as depicted on the East Nassau – Wildlight Pod 5 North Plat, recorded in the official records of Nassau County, Florida, OR Book 2721, Page 1337.

CONSTRUCTION AGREEMENT
FIXED FEE

Exhibit "C"

List of Plans and Specifications

<u>Document</u>	<u>Date</u>	<u>Rev.</u>	<u>Vendor</u>
Wildlight Avenue Phase 4 Engineering Plans	6/28/2024	0	England-Thims & Miller, Inc.
Geotechnical engineering Report Wildlight Avenue	1/29/2024	0	ECS Florida, LLC

CONSTRUCTION AGREEMENT FIXED FEE

Exhibit "D"

Insurance Requirements

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

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Exhibit "E"

Unit Prices, Pricing Index, and Allowances

See Exhibit H

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Exhibit "F"

Construction Schedule

See Attached



Wildlight Avenue - Phase 4 Bid Schedule (Revised 7-23-24)

ID	Task Name	Duration	Start	Finish	Jul '24	Aug '24	Sep '24	Oct '24	Nov '24	Dec '24	Jan '25	Feb '25	Mar '25	Apr '25
1	Wildlight Avenue - Phase 4	195 days	Mon 7/1/24	Mon 4/14/25										
2	Notice to Proceed	1 day	Mon 7/1/24	Mon 7/1/24										
3	Approved Plans	1 day	Mon 8/12/24	Mon 8/12/24										
4	Mobilize & Survey	20 days	Tue 8/13/24	Mon 9/9/24										
5	Material Procurement	57 days	Wed 8/14/24	Thu 10/31/24										
6	Request Shop Drawings	20 days	Wed 8/14/24	Tue 9/10/24										
7	Review Shop Drawings	7 days	Wed 9/11/24	Thu 9/19/24										
8	Material Production	30 days	Fri 9/20/24	Thu 10/31/24										
9	Clearing & Grub	10 days	Tue 9/10/24	Mon 9/23/24										
10	Site Earthwork	50 days	Tue 9/24/24	Thu 12/5/24										
11	Storm Drainage	15 days	Fri 11/1/24	Thu 11/21/24										
12	Reuse Main	10 days	Fri 11/8/24	Thu 11/21/24										
13	Force Main	10 days	Fri 11/22/24	Tue 12/10/24										
14	Water Main	10 days	Fri 11/22/24	Tue 12/10/24										
15	Electric	15 days	Wed 12/11/24	Fri 1/10/25										
16	Roadway Construction	35 days	Wed 12/4/24	Fri 1/31/25										
17	Utility Punchout	20 days	Mon 1/20/25	Fri 2/14/25										
18	Paving	10 days	Mon 2/3/25	Fri 2/14/25										
19	Dressout & Grassing	20 days	Mon 1/27/25	Fri 2/21/25										
20	Water & Sewer Closeout	41 days	Mon 2/17/25	Mon 4/14/25										
21	Water,Reuse,Sanitary Completion	5 days	Mon 2/17/25	Fri 2/21/25										
22	Contractor Submittal As-builts	5 days	Mon 2/24/25	Fri 2/28/25										
23	Pressure Test /BT/Sewer TV Report Submittal	5 days	Mon 3/3/25	Fri 3/7/25										
24	JEA Inspection	5 days	Mon 3/10/25	Fri 3/14/25										
25	JEA Punch List	2 days	Mon 3/17/25	Tue 3/18/25										
26	JEA Re-Inspection	1 day	Wed 3/19/25	Wed 3/19/25										
27	COC Forms submitted to JEA	10 days	Thu 3/20/25	Wed 4/2/25										
28	COC Forms submitted to FDEP	7 days	Thu 4/3/25	Fri 4/11/25										
29	Water& Sewer Cleared for Use	1 day	Mon 4/14/25	Mon 4/14/25										
30	County(Storm,Roadways,Landscape) Closeout	39 days	Mon 2/17/25	Thu 4/10/25										
31	Roadway Construction Completion	3 days	Mon 2/17/25	Wed 2/19/25										
32	Contractor Submittal As-builts	10 days	Thu 2/20/25	Wed 3/5/25										
33	As-Builts Submitted to County & SJRWMD	1 day	Thu 3/6/25	Thu 3/6/25										
34	County Inspection	10 days	Fri 3/7/25	Thu 3/20/25										
35	County Punch List	5 days	Fri 3/21/25	Thu 3/27/25										
36	County Re-Inspection	5 days	Fri 3/28/25	Thu 4/3/25										
37	County Approval of Asbuilt Package	5 days	Fri 4/4/25	Thu 4/10/25										

Date: Wed 7/24/24

Task

Critical Task

Milestone

Summary

Rolled Up Task

Rolled Up Critical Task

Rolled Up Milestone

Rolled Up Progress

Split

External Tasks

Project Summary

Group By Summary

Inactive Task

Inactive Milestone

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

External Milestone

Progress

Deadline

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Exhibit "G"

Contractor's Scope of Work

Contractor shall construct this project in accordance with all Contract Documents.
See plans, specifications and permits for the applicable work.

CONSTRUCTION AGREEMENT FIXED FEE

Exhibit "H"

Schedule of Values

See Attached

Marcus McInarnay, President
Mike Vallencourt Sr., Chairman



Mike Vallencourt II, Vice President
J. Daniel Vallencourt, Vice President
Stan Bates P.E., Vice President

To:	RAYDIENT PLACES + PROPERTIES	Contact:	Tommy Jinks
Address:	Wildlight Avenue, 1 Rayonier Way, Yulee, FL 32097	Phone:	(844) 877-5263
	Yulee, FL 32097	Fax:	
Project Name:	Wildlight Avenue - Phase 4	Bid Number:	
Project Location:	Wildlight Avenue, Yulee, FL	Bid Date:	5/31/2024

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
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001 General Conditions

100	General Conditions	1.00	LS	\$19,747.13	\$19,747.13
104.02	Construction Entrance - Aggregate	1.00	EACH	\$7,653.42	\$7,653.42

Total Price for above 001 General Conditions Items: \$27,400.55

002 Bonds & Insurance

201	Payment & Performance Bonds	1.00	LS	\$22,635.41	\$22,635.41
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Total Price for above 002 Bonds & Insurance Items: \$22,635.41

003 NPDES Permit Compliance

300	NPDES Permit Compliance	8.00	MO	\$2,846.04	\$22,768.32
303	Maintain Silt Fence	6,245.00	LF	\$1.20	\$7,494.00
304	NPDES Reporting	8.00	MO	\$899.89	\$7,199.12

Total Price for above 003 NPDES Permit Compliance Items: \$37,461.44

004 Surveying

400	Surveying	1.00	LS	\$12,499.04	\$12,499.04
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Total Price for above 004 Surveying Items: \$12,499.04

005 As Builts

500	As Builts	1.00	LS	\$10,936.67	\$10,936.67
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Total Price for above 005 As Builts Items: \$10,936.67

006 Erosion Control

601	Silt Fence Type III (Regular)	6,245.00	LF	\$0.96	\$5,995.20
608	Inlet Protection	10.00	EACH	\$179.98	\$1,799.80

Total Price for above 006 Erosion Control Items: \$7,795.00

007 Maintenance Of Traffic

700	Maintenance of Traffic	1.00	LS	\$5,759.31	\$5,759.31
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Total Price for above 007 Maintenance Of Traffic Items: \$5,759.31

008 Demolition

814	Demo Existing Cul-de-Sac	985.00	SY	\$11.84	\$11,662.40
814	Demo Asphalt For Valley Gutter	56.00	SY	\$20.07	\$1,123.92

Total Price for above 008 Demolition Items:	\$12,786.32
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009 Clearing

900	Clearing	10.00	ACRE	\$8,758.95	\$87,589.50
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Total Price for above 009 Clearing Items:	\$87,589.50
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010 Pond Excavation

1000	Pond Excavation	31,451.00	CY	\$4.37	\$137,440.87
1000	Pond Excavation - Pipe Trenches	600.00	CY	\$4.37	\$2,622.00
1001	Dewater for Pond	31,451.00	CY	\$0.64	\$20,128.64
1001	Dewater For Pond - Pipe Trenches	600.00	CY	\$0.64	\$384.00
1007	Cutoff Wall	220.00	LF	\$37.56	\$8,263.20

Total Price for above 010 Pond Excavation Items:	\$168,838.71
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011 Earthwork

1104	Strip Topsoil	9,315.00	CY	\$3.94	\$36,701.10
1105	Bury In Pond Slope	9,315.00	CY	\$6.21	\$57,846.15
1104	Remove Unsuitable Material From Roadway	599.00	CY	\$6.57	\$3,935.43
1105	Bury In Unsuitable Material From Roadway In Pond	599.00	CY	\$6.21	\$3,719.79
1109	Place & Compact Fill	31,451.00	CY	\$1.84	\$57,869.84
1110	Earthwork Density Testing	1.00	LS	\$19,797.63	\$19,797.63
1117	Fine Grade Roadway	6,378.00	SY	\$0.80	\$5,102.40
1118	Final Dressout	15,491.00	SY	\$0.85	\$13,167.35
1119	Dress Behind Electric Contractor	1.00	LS	\$9,642.11	\$9,642.11

Total Price for above 011 Earthwork Items:	\$207,781.80
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012 Grassing

1201	BOC Sod	454.00	SY	\$3.00	\$1,362.00
1203	Pond Sod	7,098.00	SY	\$3.00	\$21,294.00
1205	Right of Way Sod	6,099.00	SY	\$3.00	\$18,297.00
1206	Right of Way Seed and Mulch	9,585.00	SY	\$0.54	\$5,175.90

Total Price for above 012 Grassing Items:	\$46,128.90
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013 Subsoil Stabilization

1300	Subsoil Stabilization	10,205.00	SY	\$11.20	\$114,296.00
1302	Subgrade for Sidewalk	1,130.00	SY	\$4.61	\$5,209.30

Total Price for above 013 Subsoil Stabilization Items:	\$119,505.30
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014 Base

1401	4" Limerock	2,091.00	SY	\$19.41	\$40,586.31
1403	8" Limerock	6,424.00	SY	\$24.05	\$154,497.20
1407	6" Crushed Concrete Base	360.00	SY	\$24.63	\$8,866.80

Total Price for above 014 Base Items:	\$203,950.31
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015 Asphalt Paving

1503	1" Asphalt Pavement - 1st Lift	6,424.00	SY	\$9.04	\$58,072.96
1503	1" Asphalt Pavement - 2nd Lift	6,424.00	SY	\$9.04	\$58,072.96
1504	1 1/4" Asphalt Pavement	1,901.00	SY	\$14.47	\$27,507.47
1517	Prime Limerock	8,325.00	SY	\$0.60	\$4,995.00
1518	Tack Coat	6,424.00	SY	\$0.60	\$3,854.40

Total Price for above 015 Asphalt Paving Items:	\$152,502.79
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017 Striping & Signs

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1700	Striping (No Signs)	1.00	LS	\$27,553.50	\$27,553.50
Total Price for above 017 Striping & Signs Items:					\$27,553.50
018 Curbs					
1805	18" City Std. Curb & Gutter	3,063.00	LF	\$24.85	\$76,115.55
1809	24" Curb & Gutter	253.00	LF	\$37.64	\$9,522.92
Total Price for above 018 Curbs Items:					\$85,638.47
020 Sidewalks					
2002	6' Sidewalk	10,158.00	SF	\$6.12	\$62,166.96
2005	A.D.A. Handicap Ramps	6.00	EACH	\$299.96	\$1,799.76
2006	A.D.A. Mats	137.00	SF	\$46.19	\$6,328.03
Total Price for above 020 Sidewalks Items:					\$70,294.75
030 Storm Drain					
3003	Dewater Storm Drain	121.00	LF	\$22.65	\$2,740.65
3026	Curb Inlet 0-6' Deep	8.00	EACH	\$4,331.43	\$34,651.44
3054	Control Structure 0-6' Deep	1.00	EACH	\$9,701.79	\$9,701.79
3063	Storm Manhole 8-10' Deep	1.00	EACH	\$6,283.67	\$6,283.67
3075	Storm Top Adjustments	9.00	EACH	\$603.35	\$5,430.15
3076	Storm Inverts	10.00	EACH	\$718.89	\$7,188.90
3077	Underdrain Stubs from Inlets	320.00	LF	\$41.95	\$13,424.00
3086	24" Mitered End Section	3.00	EACH	\$2,142.25	\$6,426.75
3184	15" RCP 0-6' Deep	136.00	LF	\$111.93	\$15,222.48
3191	18" RCP 0-6' Deep	857.00	LF	\$99.42	\$85,202.94
3198	24" RCP 0-6' Deep	384.00	LF	\$135.62	\$52,078.08
3199	24" RCP 6-8' Deep	34.00	LF	\$156.19	\$5,310.46
3200	24" RCP 8-10' Deep	87.00	LF	\$159.61	\$13,886.07
3279	Punch Out Storm Drain	1,498.00	LF	\$2.59	\$3,879.82
3280	TV Storm Drain	1,498.00	LF	\$4.80	\$7,190.40
1113	Remove Unsuitables	600.00	CY	\$11.95	\$7,170.00
1114	Replace Unsuitables	600.00	CY	\$4.59	\$2,754.00
Total Price for above 030 Storm Drain Items:					\$278,541.60
060 Force Main					
6014	8" PVC DR 18 Force Main	1,780.00	LF	\$40.92	\$72,837.60
6023	8" Joint Restraints	42.00	EACH	\$260.08	\$10,923.36
6068	8" Sleeve	1.00	EACH	\$1,426.44	\$1,426.44
6071	Air Release Valve Ass.	1.00	EACH	\$5,844.07	\$5,844.07
6072	Air Release Manhole	1.00	EACH	\$6,534.02	\$6,534.02
6076	8" Gate Valve	8.00	EACH	\$2,834.76	\$22,678.08
6080	Valve Box Installation	8.00	EACH	\$247.75	\$1,982.00
6081.08	8" Cross	1.00	EACH	\$1,952.19	\$1,952.19
6101	8 x 8" Tee	1.00	EACH	\$1,569.68	\$1,569.68
6119	8" 45 Bend	18.00	EACH	\$1,305.64	\$23,501.52
6131	8" 11.25 Bend	2.00	EACH	\$1,083.48	\$2,166.96
6154	8" Cap	4.00	EACH	\$833.63	\$3,334.52
6181	Locate Wire Box	4.00	EACH	\$545.28	\$2,181.12
6183	Punch Out Force Main	1,780.00	LF	\$2.59	\$4,610.20
6185	Locate Wire Test for Force Main	1,780.00	LF	\$0.60	\$1,068.00
6186	Pressure Test for Force Main	1,780.00	LF	\$2.88	\$5,126.40
Total Price for above 060 Force Main Items:					\$167,736.16

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
070 Potable Water Main					
7012	12" DR18 PVC Water Main	1,660.00	LF	\$84.78	\$140,734.80
7015	6" DR18 PVC Water Main	20.00	LF	\$41.51	\$830.20
7021	12" Joint Restraints	38.00	EACH	\$432.61	\$16,439.18
7082	12"x12" Cross	1.00	EACH	\$3,311.36	\$3,311.36
7089	12" Sleeve	1.00	EACH	\$1,318.63	\$1,318.63
7095	12" Gate Valve	7.00	EACH	\$5,423.56	\$37,964.92
7098	6" Gate Valve	2.00	EACH	\$1,525.75	\$3,051.50
7101	Sample Point	1.00	EACH	\$578.34	\$578.34
7102	Locate Wire Box	4.00	EACH	\$545.28	\$2,181.12
7104	Valve Box Installation	9.00	EACH	\$247.75	\$2,229.75
7105	Flushing Hydrant	4.00	EACH	\$2,710.46	\$10,841.84
7106	Fire Hydrant	2.00	EACH	\$4,750.01	\$9,500.02
7116	12 x 12" Tee	1.00	EACH	\$2,027.27	\$2,027.27
7119	12 x 6" Tee	2.00	EACH	\$1,439.67	\$2,879.34
7157	12" 45 Bend	16.00	EACH	\$1,189.82	\$19,037.12
7169	12" 11.25 Bend	2.00	EACH	\$1,128.98	\$2,257.96
7192	12" Cap	4.00	EACH	\$662.00	\$2,648.00
7246	Punch Out for Water Main	1,680.00	LF	\$2.88	\$4,838.40
7248	Flushing & BT's for Water Main	1,680.00	LF	\$1.30	\$2,184.00
7249	Locate Wire Test For Water Main	1,680.00	LF	\$0.55	\$924.00
7250	Pressure Test for Water Main	1,680.00	LF	\$2.88	\$4,838.40
Total Price for above 070 Potable Water Main Items:					\$270,616.15

090 Reuse Water Main

9012	12" DR18 PVC Reuse Main	1,760.00	LF	\$84.78	\$149,212.80
9021	12" Joint Restraints	40.00	EACH	\$432.61	\$17,304.40
9082	12x12 Cross	1.00	EACH	\$3,311.36	\$3,311.36
9089	12" Sleeve	1.00	EACH	\$1,318.63	\$1,318.63
9095	12" Gate Valve	8.00	EACH	\$5,397.11	\$43,176.88
9100.1	Flushing Hydrant	4.00	EACH	\$2,710.46	\$10,841.84
9101	Locate Wire Box	3.00	EACH	\$371.86	\$1,115.58
9103	Valve Box Installation	8.00	EACH	\$247.75	\$1,982.00
9112	12 x 12" Tee	1.00	EACH	\$2,027.27	\$2,027.27
9153	12" 45 Bend	12.00	EACH	\$1,189.82	\$14,277.84
9165	12" 11.25 Bend	2.00	EACH	\$1,128.98	\$2,257.96
9188	12" Cap	4.00	EACH	\$662.00	\$2,648.00
9239	Punch Out for Reuse Main	1,760.00	LF	\$2.59	\$4,558.40
9240	Flushing for Reuse Main	1,760.00	LF	\$1.30	\$2,288.00
9241	Locate Wire Test For Reuse Main	1,760.00	LF	\$0.55	\$968.00
9242	Pressure Test for Reuse Main	1,760.00	LF	\$2.88	\$5,068.80
Total Price for above 090 Reuse Water Main Items:					\$262,357.76

Total Bid Price: \$2,286,309.44

Notes:

- The above price excludes Landscaping & Irrigation
- The above price excludes Sunday Work
- The above price is based on the owner providing horizontal and vertical site control

Payment Terms:

Payment due within 30 days of date of invoice, regardless of when payment is made by Owner.

**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

ALA 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____.

(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 _____, 2017

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 _____, 2017

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):

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:

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:

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

FURTHER AFFIANT SAYETH NAUGHT.

CONSTRUCTION AGREEMENT FIXED FEE

Exhibit "M" Continued

Witnesses:

Print Name: _____

Print Name: _____

AFFIANT:

Company Name: _____

By: _____

Name: _____

Title: _____

Date: _____

STATE OF FLORIDA)

)SS:

COUNTY OF _____)

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

My Commission Expires:

Notary Public

PARTIAL (OR FINAL) WAIVER LIEN (copies attached)

CONSTRUCTION AGREEMENT FIXED FEE

Exhibit "N"

WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

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

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

By: _____
Name: _____
Title: _____

STATE OF FLORIDA)
) SS:
COUNTY OF _____)

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

My Commission Expires:

Notary Public

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

EXHIBIT A-2 TO DEVELOPER'S AFFIDAVIT AND AGREEMENT

DESCRIPTION OF PROJECT

The Wildlight Avenue Phase 4 right-of-way improvements ("Improvements") identified in the Construction Agreement Fixed Fee (Project Number PO000001518) dated July 29, 2024, between Wildlight LLC ("Developer") and Vallencourt Construction Co., Inc. ("Contract"), and more specifically described as follows:

IMPROVEMENT	TOTAL IMPROVEMENTS VALUE¹	TOTAL PAID TO CONTRACTOR TO DATE²	COST TO COMPLETE IMPROVEMENTS
Wildlight Avenue ROW	\$2,286,309.44	\$0	\$2,286,309.44

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

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

EXHIBIT B TO ASSIGNMENT OF CONSTRUCTION AGREEMENT

EXHIBIT B TO DEVELOPER'S AFFIDAVIT AND AGREEMENT

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

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

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

[CONTINUED ON NEXT PAGE]

Executed this 12 day of Sept., 2024.

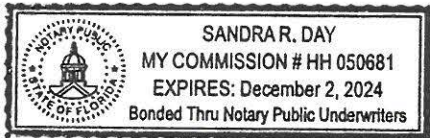
VALLENCOURT CONSTRUCTION CO., INC.

ADB
By: STAN BATES
Its: VICE PRESIDENT

STATE OF FLORIDA

COUNTY OF Clay

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 12 day of Sept., 2024, by _____, as _____ of _____, on its behalf. S/He ☒ is personally known to me or ☐ produced _____ as identification.



Sandra R. Day
Notary Public, State of Florida

EXHIBIT A

DESCRIPTION OF PROJECT

The Wildlight Avenue Phase 4 right-of-way improvements (“Improvements”) identified in the Construction Agreement Fixed Fee (Project Number PO000001518) dated July 29, 2024, between Wildlight LLC (“Developer”) and Vallencourt Construction Co., Inc. (“Contract”), and more specifically described as follows:

IMPROVEMENT	TOTAL IMPROVEMENTS VALUE ¹	TOTAL PAID TO CONTRACTOR TO DATE ²	COST TO COMPLETE IMPROVEMENTS
Wildlight Avenue ROW	\$2,286,309.44	\$0	\$2,286,309.44

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

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

EXHIBIT C TO DEVELOPER'S AFFIDAVIT AND AGREEMENT

PAYMENT AND PERFORMANCE BONDS

see recorded P&P Bonds along with Notice of Commencement

EXHIBIT C TO ASSIGNMENT OF CONSTRUCTION AGREEMENT

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

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

2. PAYMENT AND PERFORMANCE BONDS; NO LIEN RIGHTS. Before commencing the work, and consistent with the requirements of Section 255.05, Florida Statutes, the Contractor shall execute, deliver to the District, and record in the public records of Nassau County, Florida, a payment and performance bond with a surety insurer authorized to do business in this state as surety or, to the extent permitted by the District in its sole discretion, provide an alternative form of security as authorized under Section 255.05, Florida Statutes. The cost of such bond shall be added to Contractor’s proposal and shall be invoiced to the District. Such bond and/or security shall be for 100% of the project cost and shall be in effect for a full year from the time of completion of the project. Contractor agrees that the District is a local unit of special-purpose government and not an “Owner” as defined in Section 713.01(23), Florida Statutes. Therefore, notwithstanding anything in the Contract to the contrary, there are no lien rights available to any person providing materials or services for improvements in connection with the project. Contractor shall notify any subcontractors, material suppliers or others claiming interest in the work of the existence of the payment and performance bond.

3. INSURANCE. In addition to the existing additional insureds under the Contract, the District, its officers, supervisors, agents, attorneys, engineers, managers, and representatives also shall be named as additional insureds under the insurance provided pursuant to the Contract. Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida. If Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District’s obtaining the required insurance.

4. LOCAL GOVERNMENT PROMPT PAYMENT ACT. Notwithstanding any other provision of the Contract, all payments to the Contractor shall be made in a manner consistent with the Local Government Prompt Payment Act, Sections 218.70 through 218.80, Florida Statutes. Contractor shall make payments due to subcontractors and materialmen and laborers within ten (10) days

in accordance with the prompt payment provisions contained in Section 218.735(6), 218.735(7), and 218.74, Florida Statutes. All payments due and not made within the time prescribed by Section 218.735, Florida Statutes, bear interest at the rate of two percent (2%) per month on the unpaid balance in accordance with Section 218.735(9), Florida Statutes.

5. RETAINAGE. The following provision addresses the holding of retainage under the Contract:

Five percent (5%) of the amount of each progress payment shall be withheld as retainage until substantial completion of the Work. Within twenty (20) business days after the development of the punch list items and estimated cost to complete each punch list item, Owner shall pay the Contractor the remaining contract balance that includes all retainage previously withheld less an amount equal to one hundred fifty percent (150%) of the estimated cost to complete the punch list items. Upon final completion and acceptance of the Work by the Owner, including satisfaction of all punch list requirements, and submission of all documents required under the Contract, Owner shall pay the remaining outstanding balance, including the withheld amount pursuant to the sentence immediately preceding this, subject to any offsets to which the Owner is entitled.

6. INDEMNIFICATION. Contractor's indemnification, defense, and hold harmless obligations under the Agreement shall continue to apply to the original indemnitees and shall further include the District and its supervisors, consultants, agents, attorneys, managers, engineers and representatives. To the extent that a maximum limit for indemnification is required by law, and not otherwise set forth in the Contract, the indemnification limit shall be the greater of the limits of the insurance amounts set forth in the Contract or the Contract Price, which amounts Contractor agrees bears a reasonable commercial relationship to the Contract and are enforceable, and were included as part of the bid and/or assignment documents. The Contractor's obligations hereunder are intended to be consistent with all provisions of applicable law, and to the extent found inconsistent by a court of competent jurisdiction, the Contract shall be deemed amended and/or reformed consistent with the intent of this paragraph and such that the obligations apply to the maximum limits of the law.

7. WARRANTIES. In addition to any warranties provided in the Contract, Contractor hereby warrants that the work and materials incorporated into the Project shall be and remain free from defects or flaws from the date of the Owner's acceptance of the work and for the reasonable, expected life of the completed Project, subject to any limitations required by applicable law; however, this provision is not intended to and shall not limit or shorten any express warranties provided in the Contract.

8. TAX EXEMPT DIRECT PURCHASES. The parties agree that the District may in its sole discretion elect to undertake a direct purchase of any or all materials incorporated into the work performed according to the Contract. In such event, the following conditions shall apply:

- a. The District represents to Contractor that the District is a governmental entity exempt from Florida sales and use tax and has provided Contractor with a copy of its Consumer Exemption Certificate.
- b. The District may elect to implement a direct purchase arrangement whereby the District will directly acquire certain materials ("**Direct Purchase Materials**") necessary for the work directly from the suppliers to take advantage of District's tax exempt status.
- c. Prior to purchasing any materials, the Contractor shall contact the District to determine which materials will be treated as Direct Purchase Materials.
- d. The District shall issue a Certificate of Entitlement to each supplier of Direct Purchase Materials, and to the Contractor. Each Certificate of Entitlement will be in the format specified by Rule 12A-1.094(4)(c), Florida Administrative Code. Each Certificate of Entitlement shall have attached thereto the corresponding purchase order. Each Certificate of Entitlement shall affirm that (1) the attached purchase order is being issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works; (2) the vendor's invoice will be issued directly to the District; (3) payment of the vendor's invoice will be made directly by the District to the vendor from public funds; (4) the District will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor; and (5) the District assumes the risk of damage or loss at the time of purchase or delivery by the vendor. Each Certificate of Entitlement shall acknowledge that if the Department of Revenue determines the purchase is not a tax exempt purchase by a governmental entity, then the governmental entity will be responsible for any tax, penalties and interest determined to be due.
- e. The District shall issue purchase orders directly to suppliers of Direct Purchase Materials. The District shall issue a separate Certificate of Entitlement for each purchase order. Such purchase orders shall require that the supplier provide the required shipping and handling insurance and provide for delivery F.O.B. jobsite. Corresponding change orders shall be executed at the time of the direct purchase to reflect the direct purchases made by the District and if the original contract contemplated sale of materials and installation by same person, the change order shall reflect sale of materials and installation by different legal entities.
- f. Upon delivery of the Direct Purchase Materials to the jobsite, the District shall inspect the materials and invoices to determine that they conform to the purchase order. If the materials conform, the District shall accept and take title to the Direct Purchase Materials.
- g. Suppliers shall issue invoices directly to the District. The District shall process invoices and issue payment directly to the suppliers from public funds.

- h. Upon acceptance of Direct Purchase Materials, the District shall assume risk of loss of same until they are incorporated into the project. Contractor shall be responsible for safeguarding all Direct Purchase Materials and for obtaining and managing all warranties and guarantees for all material and products.
- i. The District shall, at its option, maintain builder's risk insurance on the Direct Purchase Materials.

8. PUBLIC RECORDS. The Contractor agrees and understands that Chapter 119, Florida Statutes, may be applicable to documents prepared in connection with the services provided hereunder and agrees to cooperate with public record requests made thereunder. In connection with this Contract, Contractor agrees to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, Florida Statutes, the terms of which are incorporated herein. Among other requirements, Contractor must:

- a. Keep and maintain public records required by the District to perform the service.
- b. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the District.
- d. Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service. If the Contractor transfers all public records to the District upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT,

CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 571-0010, WRATHELLC@WHHASSOCIATES.COM, OR AT 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

9. SOVEREIGN IMMUNITY. Nothing in the Contract shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, Florida Statutes or other statute, and nothing in the Contract shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

10. NOTICES. Notices provided to the District pursuant to the Contract shall be provided to the following individuals:

If to the District: East Nassau Stewardship District
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager

With a copy to: Kutak Rock LLP
107 West Collage Avenue
Tallahassee, Florida 32301
Attn: District Counsel

11. STATEMENT REGARDING PUBLIC INTEGRITY LAWS. Contractor acknowledges that, in addition to all Laws and Regulations that apply to this Agreement, the following provisions of Florida law ("Public Integrity Laws") apply to this Agreement:

- a.** Section 287.133, *Florida Statutes*, titled *Public entity crime; denial or revocation of the right to transact business with public entities*;
- b.** Section 287.134, *Florida Statutes*, titled *Discrimination; denial or revocation of the right to transact business with public entities*;
- c.** Section 287.135, *Florida Statutes*, titled *Prohibition against contracting with scrutinized companies*;
- d.** Section 287.137, *Florida Statutes*, titled *Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits*; and
- e.** Section 287.138, *Florida Statutes*, titled *Contracting with entities of foreign countries of concern prohibited*; and
- f.** Section 787.06, *Florida Statutes*, titled *Human Trafficking*.

Contractor acknowledges that the Public Integrity Laws prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District ("Prohibited Criteria").

Contractor acknowledges that the District may terminate this Agreement if the Contractor is found to have met the Prohibited Criteria or violated the Public Integrity Laws.

Contractor certifies under penalty of perjury that in entering into this Agreement, neither it nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria, and in the event such status changes, Contractor shall immediately notify the District. By entering into this Agreement, Contractor agrees that any renewal or extension of this Contract shall be deemed a recertification of such status.

Under penalties of perjury, I declare that I have read the foregoing Section 11 and that the facts stated in it are true.

12. TRENCH SAFETY ACT STATEMENTS. Upon the Assignment, Contractor shall properly execute a Trench Safety Act Compliance Statement and a Trench Safety Act Compliance Cost Statement, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statements shall be substantially in the form of the attached **Exhibit B**.

13. CONSTRUCTION DEFECTS. PURSUANT TO SECTION 558.005, FLORIDA STATUTES, ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

14. CONFIDENTIALITY. Given the District's status as a public entity, the parties agree that any terms of the Contract purporting to confidentiality, if any, does not apply as it relates to the District and on a going forward basis and that instead the public records laws and any exemptions provided therein, if applicable, shall control.

15. CHOICE OF LAW. The Agreement and the provisions of the Agreement shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Nassau County, Florida.

16. COUNTERPARTS; ELECTRONIC SIGNATURES. The Contract may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Additionally, the parties acknowledge and agree that the Contract may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed

versions of an original signature, electronically scanned and transmitted versions (e.g. via PDF) of an original signature, or signatures created in a digital format.

17. E-VERIFY. The Contractor shall comply with and perform all provisions of Section 448.095, Florida Statutes. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, Florida Statutes. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), Florida Statutes, within the year immediately preceding the date of this Agreement.

[continue onto next page for signatures]

IN WITNESS WHEREOF, the parties hereto hereby acknowledge and agree to this Addendum, to be effective as of the Effective Date of the Assignment.

VALLENCOURT CONSTRUCTION CO., INC.



Witness

TERRENCE ADAMS

Print Name of Witness



By: Stan Bitter

Its: Vice President

EAST NASSAU STEWARDSHIP DISTRICT



Witness

Crystal L. Cook

Print Name of Witness



By: Mike Hahaj

Its: Chairman, Board of Supervisors

Exhibit A: Statement Regarding Public Integrity Laws
Exhibit B: Trench Safety Act Statement

EXHIBIT A TO ADDENDUM TO CONTRACT

SWORN STATEMENT ON INTEGRITY OF PUBLIC CONTRACTING AND PURCHASING

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to East Nassau Stewardship District ("District")
(print name of the public entity)

by STAN BATES, VICE PRESIDENT
(print individual's name and title)

for Vallencourt Construction Co., Inc. ("Contractor")
(print name of entity submitting sworn statement)

whose business address is

449 CARTER ST GREEN COVE SPRINGS FL 32043

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-2469052

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement)

2. I have read and am familiar with the following Sections of the Florida Statutes ("Public Integrity Laws"):
- a. Section 287.133, *Florida Statutes*, titled *Public entity crime; denial or revocation of the right to transact business with public entities*;
 - b. Section 287.134, *Florida Statutes*, titled *Discrimination; denial or revocation of the right to transact business with public entities*;
 - c. Section 287.135, *Florida Statutes*, titled *Prohibition against contracting with scrutinized companies*;
 - d. Section 287.137, *Florida Statutes*, titled *Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits*;
 - e. Section 287.138, *Florida Statutes*, titled *Contracting with entities of foreign countries of concern prohibited*; and
 - f. Section 787.06, *Florida Statutes*, titled *Human Trafficking*.
3. I understand that the Public Integrity Laws, with limited exceptions, prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District ("Prohibited Criteria").

4. I understand that the Public Integrity Laws apply to the construction contract documents applicable to the District's Wildlight Avenue Extension Project ("Project") and the contract assignment to be executed in connection with the Project.
5. Based on information and belief, the statement which I have marked below is true in relation to the Proposer submitting this sworn statement. (Indicate which statement applies.)

 X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria. Thus, the entity is not prohibited from bidding on or entering into or renewing a contract with the District.

 The entity submitting this sworn statement, one of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, meets one or more of the Prohibited Criteria.

 If this second statement is marked, the Proposer may provide additional information regarding the same in the space provided directly below (or by attaching a separate sheet and indicating this method in the space provided directly below). Such additional information may be related to the Proposer's alleged basis for entitlement to an exception from the prohibition on bidding or contracting, to the extent one is permissible under Florida law.

6. At any time during the commencement of the Project including but not limited to the time leading up to and including the execution of the assignment of construction contract, the Proposer will immediately notify the District in writing if either the Proposer, any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity, meets any of the Prohibited Criteria after award of the contract or during the term of the contract. By executing this Affidavit, Proposer agrees that any renewal or extension of the awarded contract shall be deemed a recertification of the statements contained herein.

[Signature page follows]

IT SHALL BE THE RESPONSIBILITY OF THE PROPOSER EXECUTING THIS AFFIDAVIT TO VERIFY THAT NONE OF THE SUBCONTRACTORS/SUPPLIERS UTILIZED FOR THIS BID/QUOTE MEET ANY OF THE PROHIBITED CRITERIA. IN THE EVENT IT IS LATER DISCOVERED THAT A SUBCONTRACTOR/SUPPLIER MEETS ANY OF THE PROHIBITED CRITERIA, THE PROPOSER SHALL SUBSTITUTE THE SUBCONTRACTOR/ SUPPLIER WITH ANOTHER WHO DOES NOT MEET ANY OF THE PROHIBITED CRITERIA. ANY COST ASSOCIATED WITH THIS SUBSTITUTION SHALL BE THE SOLE RESPONSIBILITY OF THE PROPOSER.

The foregoing SWORN STATEMENT is dated this 12 day of Sept., 2024.

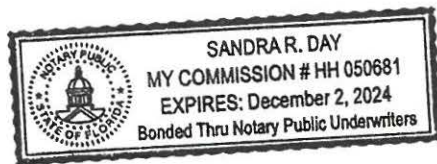
VALLENCOURT CONSRUCTION CO., INC.

(Corporate Seal, if applicable)

AWB
By: STAN BATES
Title: VICE PRESIDENT

STATE OF Florida
COUNTY OF Clay

The foregoing instrument was sworn and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 12 day of Sept, 2024, by _____ of Vallencourt Construction Co., Inc., who is personally known to me or who has produced _____ as identification, and did [] or did not [] take the oath.



Sandra R. Day
Notary Public, State of Florida
Print Name: Sandra R. Day
Commission No.: HH 050681
My Commission Expires: 12-2-24

EXHIBIT B TO ADDENDUM TO CONTRACT

EAST NASSAU STEWARDSHIP DISTRICT
TRENCH SAFETY ACT COMPLIANCE STATEMENT

INSTRUCTIONS

Because trench excavations on this project are expected to be in excess of 5 feet, Florida's Trench Safety Act, Sections 553.60 – 553.64, Florida Statutes, requires that construction on the project comply with Occupational Safety and Health Administration Standard 29 C.F.R.s. 1926.650 Subpart P. The Contractor is required to execute this Compliance Statement and the Compliance Cost Statement. The costs for complying with the Trench Safety Act must be incorporated into the Contract Price.

This form must be certified in the presence of a notary public or other officer authorized to administer oaths.

CERTIFICATION

1. I understand that the Trench Safety Act requires me to comply with OSHA Standard 29 C.F.R.s. 1926.650 Subpart P. I will comply with The Trench Safety Act, and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.
2. The estimated cost imposed by compliance with The Trench Safety Act will be:
FIFTEEN THOUSAND AND NO CENTS Dollars \$ 15,000⁰⁰
(Written) (Figures)
3. The amount listed above has been included within the Contract Price.

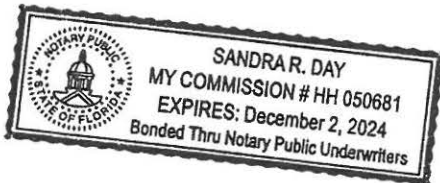
Dated this 12 day of SEPTEMBER, 2024.

Contractor: VALUENCIA T LINDSEY CO. INC.

By: ADBO
Title: VICE PRESIDENT

STATE OF Florida
COUNTY OF CLAY

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 12 day of Sept., 2024, by _____ of _____, who is personally known to me or who has produced _____ as identification, and did [] or did not [] take the oath.



Sandra R. Day
Notary Public, State of Florida
Print Name: Sandra R. Day
Commission No.: HH 050681
My Commission Expires: 12-2-24

**EAST NASSAU STEWARDSHIP DISTRICT
TRENCH SAFETY ACT COMPLIANCE COST STATEMENT**

INSTRUCTIONS

Because trench excavations on this Project are expected to be in excess of 5 feet, Florida's Trench Safety Act, Sections 553.60 – 553.64, Florida Statutes, requires that the Contractor submit a statement of the costs of complying with the Trench Safety Act. Said costs must also be incorporated into the Contract Price. This form must be certified in the presence of a notary public or other officer authorized to administer oaths. By executing this statement, Contractor acknowledges that included in the various items of its Contract Price are costs for complying with the Florida Trench Safety Act. The Contractor further identifies the costs as follows:

Type of Trench Safety Mechanism	Quantity	Unit Cost ¹	Item Total Cost
TRENCH BOX	1	\$5000	\$ 5000
SLOPING	1	\$10,000	\$ 10,000
Project Total			\$ 15,000

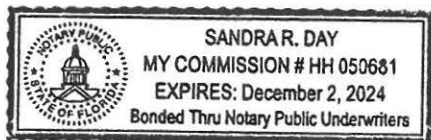
Dated this 12 day of SEPTEMBER, 2024.

Subcontractor: VALENCOURT CONSTRUCTION COMPANY, INC.

By: [Signature]
Title: VICE PRESIDENT

STATE OF Florida
COUNTY OF Clay

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 12 day of Sept, 2024, by _____ of _____, who is personally known to me or who has produced _____ as identification, and did [] or did not [] take the oath.



[Signature]
Notary Public, State of Florida
Print Name: Sandra R. Day
Commission No.: HH 050681
My Commission Expires: 12-2-24

¹ Use cost per linear square foot of trench excavation used and cost per square foot of shoring used.

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

(This space reserved for Clerk)

Michelle K. Rigoni, Esq.
Kutak Rock LLP
107 W. College Ave.
Tallahassee, FL 32301

NOTICE OF COMMENCEMENT

Permit Nos. Contact Contractor or Owner
Parcel I.D. Nos. See legal description attached as Exhibit A

State of Florida
County of Nassau

THE UNDERSIGNED hereby gives notice that improvements will be made to certain real property in Nassau County, Florida. The following information is provided in this Notice of Commencement.

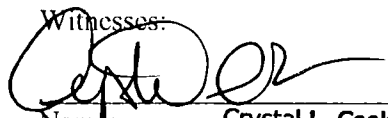
1. Description of property (*legal description* of property and address if available):
Wildlight Avenue Phase 4, as more particularly described in the legal description attached hereto as Exhibit A.
2. General description of improvements: Wildlight Avenue Master Infrastructure
3. Owner information:
 - a) Name and address: East Nassau Stewardship District
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager
P. (561) 571-0010
 - b) Interest in property: Temporary Construction Easement
 - c) Name and address of fee simple titleholder (if other than owner):
Wildlight LLC
1 Rayonier Way
Yulee, FL 32097
Attn: Tommy Jinks
4. Contractor:
 - a) Name and Address: Vallencourt Construction Co., Inc.
449 Center St.
Green Cove Springs, FL 32043
5. Surety:
 - a) Name and address: _____

 - b) Amount of Bond: \$2,286,309.44 (see Performance and Payment Bonds attached hereto as Exhibit B)

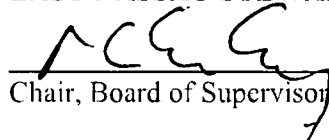
6. Lender (name and address): N/A
7. Person within the State of Florida designated by owner upon whom notices or other documents may be served:
Name and address: Craig Wrathell
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
8. In addition to him or herself, owner designates:
Michelle Rigoni, Esq.,
Kutak Rock LLP
P.O. Box 10230
Tallahassee, FL 32302, to receive a copy of the Notice.
9. Expiration date of notice of commencement _____ (the expiration date is one year from the date of recording unless a different date is specified).

The foregoing information and execution of this notice is being provided solely for the purpose of providing notice. The Owner is a local unit of special-purpose government and not an "Owner" as defined in section 713.01(23), Florida Statutes. Therefore, there are no lien rights available to any person providing materials or services for improvements upon the above described real property.

Witnesses:


Name: Crystal L. Cook
Address: 1 Rayonier Way
Wildlight, FL 32097

EAST NASSAU STEWARDSHIP DISTRICT


Chair, Board of Supervisors


Name: Linda J. Richardson
Address: 1 Rayonier Way
Wildlight, FL 32097

STATE OF FLORIDA
COUNTY OF Nassau

The following instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 29th day of August, 2024, by Mike Hahaj, as Chair of the Board of Supervisors of the East Nassau Stewardship District, on behalf of the District.



ANNA MICHELLE VANDEREN
Commission # HH 233430
Expires April 3, 2026

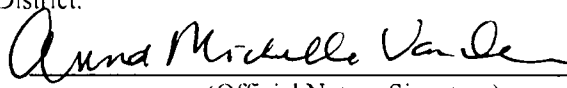

(Official Notary Signature)
Name: Anna Michelle Vanderen
Personally Known OR Produced Identification:
_____ (Type of Identification)

EXHIBIT A: Legal Description
EXHIBIT B: Performance and Payment Bonds

EXHIBIT A

Wildlight Avenue (Variable Width Right of Way) as depicted on the East Nassau – Wildlight Pod 5 North Plat, recorded in the Official Records Book 2721, Page 1337, of the Public Records of Nassau County, Florida.

EXHIBIT B
PERFORMANCE TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
BOND Hartford, Connecticut 06183

Bond No.: 108109751

CONTRACTOR:

(Name, legal status and address)

Vallencourt Construction Co., Inc
449 Center Street
Green Cove Springs FL 32043

OWNER:

(Name, legal status and address)

Wildlight Inc
1 Raynonier Way
Wildlight FL 32097

CONSTRUCTION CONTRACT

Date: July 29, 2024

Amount: \$ 2,286,309.44

Description:

(Name and location)

Wildlight Avenue Phase 4 Wildlight FL

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America
1 Tower Square
Hartford, CT 06183

BOND

Date: September 12 2024

(Not earlier than Construction Contract Date)

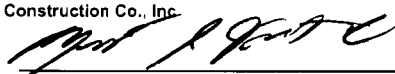
Amount: \$ 2,286,309.44

Modifications to this Bond: ☐ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

Vallencourt Construction Co., Inc

Signature: 

Name and  **Michael A. Vallencourt**

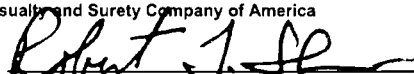
Title: **Vice President**

(Any additional signatures appear on the last page of this Performance Bond.)

SURETY

Company: *(Corporate Seal)*

Travelers Casualty and Surety Company of America

Signature: 

Name and **Robert T. Theus**

Title: **Attorney-In-Fact**

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Cecil W. Powell & Company
219 N. Newman St
Jacksonville, FL 32202
(904) 353-3181

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after
1. the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A312, 2010 edition, except to the extent a new paragraph was added in the Modifications section on the third page of the bond.

requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A312, 2010 edition, except to the extent a new paragraph was added in the Modifications section on the third page of the bond.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

This Bond is hereby amended so that the provisions and limitations of Section 255.05, including without limitation subsection (6) and the notice and time limitation provisions in subsections (2) and (10), or Sections 713.23 and 713.245, Florida Statutes, whichever are applicable, are incorporated by reference herein.

(

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

SURETY

Company: _____
(Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A312, 2010 edition, except to the extent a new paragraph was added in the Modifications section on the third page of the bond.

**CONDITIONAL
PAYMENT
BOND**

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

Bond No.: 108109751

THIS BOND ONLY COVERS CLAIMS OF SUBCONTRACTORS, SUB-SUBCONTRACTORS, SUPPLIERS, AND LABORERS TO THE EXTENT THE CONTRACTOR HAS BEEN PAID FOR THE LABOR SERVICES, OR MATERIALS PROVIDED BY SUCH PERSONS. THIS BOND DOES NOT PRECLUDE YOU FROM SERVING A NOTICE TO OWNER OR FILING A CLAIM OF LIEN ON THIS PROJECT.

CONTRACTOR:

(Name, legal status and address)

Vallencourt Construction Co., Inc
449 Center Street
Green Cove Springs FL 32043

OWNER:

(Name, legal status and address)

Wildlight Inc
1 Raynonier Way
Wildlight FL 32097

CONSTRUCTION CONTRACT

Date: July 29, 2024

Amount: \$ 2,286,309.44

Description:

(Name and location)

Wildlight Avenue Phase 4 Wildlight FL

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America
1 Tower Square
Hartford, CT 06183

BOND

Date: September 12 2024

(Not earlier than Construction Contract Date)

Amount: \$ 2,286,309.44

Modifications to this Bond:

See Section 18

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

Vallencourt Construction Co., Inc

Signature:

Name and

Title:

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Cecil W. Powell & Company
219 N. Newnan St
Jacksonville, FL 32202
(904) 353-3181

SURETY

Company:

Travelers Casualty and Surety Company of America

Signature:

Name and

Title:

Robert T. Theus
Attorney-In-Fact

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A312, 2010 edition, except 1) to the extent the word "CONDITIONAL" and the statutory language of FL Statute §713.245 have been added to the first page of this bond; and 2) a new paragraph has been added in the Modifications section on fourth page of this bond.

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A312, 2010 edition, except 1) to the extent the word "CONDITIONAL" and the statutory language of FL Statute §713.245 have been added to the first page of this bond; and 2) a new paragraph has been added in the Modifications section on fourth page of this bond.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

This Bond is hereby amended so that the provisions and limitations of Section 255.05, including without limitation subsection (6) and the notice and time limitation provisions in subsections (2) and (10), or Sections 713.23 and 713.245, Florida Statutes, whichever are applicable, are incorporated by reference herein.

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

SURETY

Company: _____
(Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A312, 2010 edition, except 1) to the extent the word "CONDITIONAL" and the statutory language of FL Statute §713.245 have been added to the first page of this bond; and 2) a new paragraph has been added in the Modifications section on fourth page of this bond.



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Robert T Theus** of **JACKSONVILLE, Florida**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

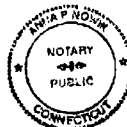
By: _____

Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **12th** day of **September**, 2024



Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

Prepared By and Return To

Michelle K. Rigoni, Esq.
Kutak Rock LLP
107 West College Avenue
Tallahassee, FL 32301

**TEMPORARY CONSTRUCTION AND
ACCESS EASEMENT AGREEMENT**

**[WILDLIGHT AVENUE EXTENSION PROJECT –
WILDLIGHT VILLAGE PHASE 3; PORTION OF SERIES 2024 PROJECT]**

THIS TEMPORARY CONSTRUCTION AND ACCESS EASEMENT AGREEMENT (“Agreement”) is made and entered into this 3rd day of October 2024, by and between **WILDLIGHT, LLC**, a Delaware limited liability company, whose address is 1 Rayonier Way, Wildlight, Florida 32097 (“**Grantor**”) in favor of **EAST NASSAU STEWARDSHIP DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, whose address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“**Grantee**” or the “**District**”) (Grantor and Grantee are sometimes together referred to herein as the “**Parties**”, and separately as the “**Party**”).

WITNESSETH:

WHEREAS, Grantor is the owner in fee simple of certain real property located in the District, being more particularly described on **Exhibit “A”** attached hereto, and by this reference incorporated herein (the “**Easement Area**”); and

WHEREAS, Grantee intends to complete within the Easement Area, the design, installation and construction of certain master infrastructure roadway and related improvements as authorized by law (collectively, the “**Improvements**”); and

WHEREAS, Grantor desires to grant to Grantee a temporary, non-exclusive construction and access easement on, upon, over, under, across, and through the Easement Area for the sole purpose of constructing the Improvements, until either construction of the Improvements is completed or the Grantee acquires the Easement Area, whichever occurs first.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) in hand paid by the Grantee to the Grantor, the mutual covenants and agreements herein set forth and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the Parties, the Parties do hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **Temporary Construction Easement.** Grantor does hereby grant, bargain, sell and convey to Grantee a temporary, non-exclusive easement on, upon, over, under, across and through the Easement Area for access, ingress, egress and to allow Grantee to complete the design, construction and installation of the Improvements (collectively, the “**Easement**”).

3. **Term of Easement.** Upon the earlier of (i) the completion of all Improvements and the acceptance of such by the District’s Board of Supervisors, or (ii) recordation of a release of the Easement in the Public Records of Nassau County, Florida, then this Agreement shall automatically terminate and be extinguished and all rights in the Easement granted by this Agreement shall immediately revert to the Grantor, its successors, transferees and assigns, without further action of the Grantor or Grantee being required with respect to such Easement Area. Alternatively, (iii) upon recordation of a plat, this Agreement shall partially and automatically terminate and be extinguished over the platted residential lots (“Lots”), and (iv) platted tracts dedicated to Nassau County, Florida (“County Tracts”) and all rights in the Easement upon such Lots and County Tracts granted by this Agreement shall immediately revert to the Grantor, its successors, transferees and assigns, without further action of the Grantor or Grantee being required with respect to such Lots and County Tracts in the Easement Area. Upon termination of this Agreement, as provided herein, and upon request by Grantor, Grantee shall promptly execute and deliver to Grantor a document in recordable form confirming termination of this Agreement and the Easement granted herein. Should the Grantee acquire the Easement Area from the Grantor prior to the occurrence of events (i), (ii) and (iii) enumerated herein, this Agreement shall automatically terminate and be extinguished and all rights in the Easement granted by this Agreement shall immediately vest in the Grantee, its successors, transferees and assigns, without further action of the Grantor or Grantee being required with respect to such Easement Area.

4. **Insurance and Indemnity.** Grantee and/or any contractors performing work for Grantee on the Easement Area, shall at all times maintain general public liability insurance to afford protection against any and all claims for personal injury, death or property damage arising directly or indirectly out of the exercise of the rights and privileges granted. Said insurance maintained by any contractors performing work for Grantee on the Easement Area shall be issued by solvent, reputable insurance companies authorized to do business in the State of Florida, naming Grantee and Grantor as insured, as their interests may appear, in a combined-single limit of not less than \$1,000,000.00 with respect to bodily injury or death and property damage. Said insurance shall also be primary, and not contributory, as to any insurance coverage maintained by Grantor. To the extent permitted by law and without waiving any of the protections afforded by section 768.28, Florida Statutes, Grantee hereby agrees to indemnify and hold harmless Grantor from and against any and all liability arising out of Grantee’s construction activities within the Easement Area.

5. **Obligations of Grantor and Grantee.** The Parties acknowledge and agree that any rights granted hereunder shall be exercised by the Parties only in accordance and compliance with any and all applicable laws, ordinances, rules, regulations, permits and approvals, and any future modifications or amendments thereto. The Parties covenant and agree that neither party shall discharge into or within the Easement Area, any hazardous or toxic materials or substances, any pollutants, or any other substances or materials prohibited or regulated under any federal, state or local law, ordinance, rule, regulations or permit, except in accordance with such laws,

ordinances, rules, regulations and permits. To the extent permitted by law and without waiving any of the protections afforded by section 768.28, Florida Statutes, each Party hereby agrees to indemnify and hold harmless the other Party from and against any and all liability arising out of such Party's breach of any provision of this Agreement, including, without limitation, the matters set forth in this paragraph.

6. **Beneficiaries of Easement Rights.** The Easement set forth in this Agreement shall be for the sole benefit and use of Grantee, its successors and assigns, and Grantee's agents, employees, consultants, representatives, contractors and providers of emergency services and utility services.

7. **Amendments and Waivers.** This Agreement may not be terminated or amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by the Parties and recorded in the Public Records of Nassau County, Florida. No delay or omission of any Party in the exercise of any right accruing upon any default of any Party shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by any Party of a breach of, or a default in, any of the terms and conditions of this Agreement by any other Party shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Agreement. No breach of the provisions of this Agreement shall entitle any Party to cancel, rescind or otherwise terminate this Agreement, but such limitation shall not affect, in any manner, any other rights or remedies which any Party may have by reason of any breach of the provisions of this Agreement.

8. **Notices.** Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given (i) three (3) days after depositing with the United States Postal Service, postage prepaid, (ii) one day after depositing with a nationally recognized overnight courier service, or (iii) on the day of hand delivery (provided such delivery occurs prior to 5:00 pm, E.S.T. or E.D.T., as applicable), to the address listed above or to such other address as either Party may from time to time designate by written notice in accordance with this paragraph.

9. **Use of Easement Area.** It is acknowledged and agreed that the Easement granted under this Agreement is not an exclusive easement and that Grantor shall have the right to use and enjoy the Easement Area in any manner not inconsistent with the easement rights created herein, and grant others the right to do so.

10. **Liens.** Grantee shall not permit (and shall promptly satisfy or bond) any construction, mechanic's lien or encumbrance against the Easement Area in connection with the exercise of rights hereunder.

11. **Effective Date.** The Effective Date of the Agreement shall be the last day that this Agreement is signed by either Party.

12. **Miscellaneous.** This Agreement contains the entire understanding of the Parties with respect to the matters set forth herein and no other agreement, oral or written, not set forth herein, nor any course of dealings of the Parties, shall be deemed to alter or affect the terms and

conditions set forth herein. If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances, shall, to the extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Agreement; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement shall be construed in accordance with the laws of the State of Florida. Venue for any proceeding brought hereunder shall be Nassau County, Florida. In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof or any matter arising here under, the predominantly prevailing party shall be entitled to recover its reasonable attorneys' fees, costs and expenses, whether suit be brought or not, and whether in settlement, in any declaratory action, at trial or on appeal. The section headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof. Where the sense of this Agreement requires, any reference to a term in the singular shall be deemed to include the plural of said term, and any reference to a term in the plural shall be deemed to include the singular of said term. Nothing in this Agreement shall be construed to make the Parties hereto partners or joint venturers or render either of said parties liable for the debts or obligations of the other. This Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same Agreement. Time is of the essence of this Agreement. This Agreement shall be binding upon and inure to the benefit of Grantor and Grantee and their respective successors and assigns. The rights, privileges and Easement granted and conveyed hereunder shall be a burden upon the Easement Area and shall exist for the benefit of and run with title to the Easement Area.

[SIGNATURES CONTAINED ON FOLLOWING PAGES]

"GRANTEE"

EAST NASSAU STEWARDSHIP DISTRICT

Signed, sealed and delivered
in the presence of:

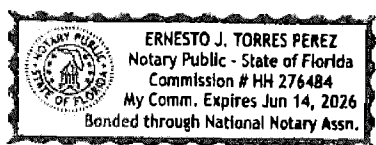
Carol L Brown
Name: Carol L Brown
Address: One Bayouier Way
Wildlight, FL 32097

Mike Hahaj
By: Mike Hahaj
Its: Chairman, Board of Supervisors

Todd Haskett
Name: Todd Haskett
Address: 57 Home Grown Way
Wildlight, FL 32097 303

STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization this 29 day of August 2024, by Mike Hahaj, as Chair of
the Board of Supervisors of the East Nassau Stewardship District, on behalf of the District.



Ernesto J. Torres
(Official Notary Signature)
Name: ERNESTO J. Torres
Personally Known OR Produced Identification:

(Type of Identification)

Exhibit A

Legal Description:

Wildlight Avenue (Variable Width Right of Way) as depicted on the East Nassau – Wildlight Pod 5 North Plat, recorded in the Official Records Book 2721, Page 1337, of the Public Records of Nassau County, Florida.

**EAST NASSAU
STEWARDSHIP DISTRICT**

9A

Publication Date
2024-10-22

Subcategory
Miscellaneous Notices

NOTICE OF RULE DEVELOPMENT BY THE
EAST NASSAU STEWARDSHIP DISTRICT

In accordance with Chapter 120, Florida Statutes, and Chapter 2017-206, Laws of Florida (Act), the East Nassau Stewardship District (the District) hereby gives notice of its intention to develop Amenity Rules, Policies and Fees for Recreational Facilities and related suspension and termination rules (collectively, the Amenity Rules and Rates) related to the use of the Districts recreational facilities.

The purpose and effect of the Amenity Rules and Rates is to provide for efficient and effective District operations of the Districts amenity facilities and other properties by setting user policies, rates and fees, and related suspension and termination rules to implement the provisions of Section 6 of the Act. Specific legal authority for the District to adopt the proposed Amenity Rules and Rates includes Section 6, Subsections (6) (e) and (20)(b) of the Act, and Sections 120.54 and 120.81, of the Florida Statutes. A public hearing will be conducted by the District on November 21, 2024, at 10:00 a.m. EST, at Fernandina Beach Municipal Airport, 700 Airport Road, Fernandina Beach, Florida 32034.

Additional information regarding this public hearing including but not limited to a copy of the proposed Amenity Rules and Rates may be obtained from the Districts website <https://eastnassausd.net/> or by contacting the District Manager, c/o Wrathell Hunt and Associates, at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, or by calling (561) 571-0010.

District Manager
East Nassau Stewardship District
10/22/2024

Publication Date
2024-10-23

Subcategory
Miscellaneous Notices

NOTICE OF RULEMAKING BY THE
EAST NASSAU STEWARDSHIP DISTRICT

A public hearing will be conducted by the Board of Supervisors of the East Nassau Stewardship District (the District) on November 21, 2024, at 10:00 a.m. EST, at Fernandina Beach Municipal Airport, 700 Airport Road, Fernandina Beach, Florida 32034.

In accordance with Chapter 120, Florida Statutes, and Chapter 2017-206, Laws of Florida, the District hereby gives the public notice of its intent to adopt Amenity Rules, Policies and Fees for Recreational Facilities and related suspension and termination rules (collectively, the Amenity Rules and Rates). Prior Notice of Rule Development was published on October 21, 2024.

The proposed rates and fees portion of the Amenity Rules and Rates are as follows (all capitalized terms not otherwise defined in this notice shall have the meaning ascribed to it in the proposed Amenity Rules and Rates):

Service Type & Rate

Annual User Fee (Non-Resident) \$2,500

Administrative Reimbursement (incurred as a result of a Violation) Not to exceed \$500

Other Rates and Charges

Replacement of Facility Access Fobs Actual cost incurred by the District to replace same for requestor
Property Damage Reimbursement generally, the Patron responsible for damage to the District property subject to the Amenity Rules and Rates shall be responsible to the District for any cost associated with repair and/or replacement of such equipment and/or property. Such Patron shall be responsible for such costs regardless of whether the Patrons actions causing such property damage resulted in a suspension or termination or other.

A copy of the proposed Amended and Restated Rules of Procedure may be obtained by contacting the District Managers Office at c/o Wrathell Hunt and Associates, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, or by calling (561) 571-0010 (hereinafter, the District Office).

The proposed Amenity Rules and Rates may be adjusted at the public hearing pursuant to discussion by the Board of Supervisors and public comment. The purpose and effect of the Amenity Rules and Rates is to provide for efficient and effective District operations of the Districts amenity facilities and other properties by setting user policies, rates and fees, and related suspension and termination rules to implement the provisions of Section 6 of the Act. Specific legal authority for the District to adopt the proposed Amenity Rules and Rates includes Section 6, Subsections (6)(e) and (20)(b) of the Act, and Sections 120.54 and 120.81, of the Florida Statutes.

Any person who wishes to provide the District with a proposal for a lower cost regulatory alternative as provided by Section 120.541(1), Florida Statutes, must do so in writing within twenty-one (21) days after publication of this notice.

The public hearing may be continued to a date, time, and place to be specified on the record at the hearing. If anyone chooses to appeal any decision of the Board with respect to any matter considered at the public hearing, such person will need a record of the proceedings and should accordingly ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which such appeal is to be based. At the hearing, staff or Supervisors may participate in the public hearing by speaker telephone. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this hearing is asked to advise the District Manager at District Office at least forty-eight (48) hours before the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) or 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

District Manager

East Nassau Stewardship District

October 23, 2024

**EAST NASSAU
STEWARDSHIP DISTRICT**

9B

RESOLUTION 2025-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EAST NASSAU STEWARDSHIP DISTRICT ADOPTING AGGREGATED AMENITY RULES, POLICIES AND FEES INCLUDING SUSPENSION AND TERMINATION POLICIES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Act and Chapter 120, *Florida Statutes*, authorize the District to adopt rules, rates, charges and fees to govern the administration of the District and defray costs of operation and to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, the District’s Board of Supervisors (“Board”) desires to adopt its Amenity Rules, Policies, and Fees for Recreational Facilities, including the Suspension and Termination of Access Rule (collectively, “Amenity Rules”), all of which govern the operation of the District’s amenity facilities and other properties; and

WHEREAS, the Board finds that it is in the best interests of the District and necessary for the efficient operation of the District to adopt by resolution the Amenity Rules, which are attached hereto as **Exhibit A** and incorporated herein by this reference, for immediate use and application; and

WHEREAS, the Board finds that the Amenity Rules outlined in **Exhibit A** are just and equitable having been based upon (i) the amount of service furnished; and (ii) other factors affecting the use of the facilities furnished; and

WHEREAS, the Board has complied with applicable Florida law concerning rule development, ratemaking, and rule and rate adoption, including the holding of public hearings thereon.

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

SECTION 1. The Amenity Rules set forth in **Exhibit A** are hereby adopted pursuant to this resolution as necessary for the conduct of District business and shall remain in full force and effect unless revised or repealed by the District in accordance with the Act and Chapter 120, *Florida Statutes*.

SECTION 2. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 3. This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 21st day of November, 2024.

ATTEST:

EAST NASSAU STEWARDSHIP DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Amenity Rules

Exhibit A: Amenity Rules

East Nassau Stewardship District

Amenity Rules, Policies and Fees For Recreational Facilities

Adopted November 21, 2024

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DEFINITIONS

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

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

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

"Annual User Fee" - shall mean the fee established by the District for any person that is not a Resident and wishes to become a Non-Resident User. The amount of the Annual User Fee is set forth herein, and that amount is subject to change based on Board action. Such fee is not applicable to the general public's use of the Green Ribbon Trail.

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

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

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

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

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

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

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

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

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

ANNUAL USER FEE

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

Notwithstanding the foregoing, the Green Ribbon Trail shall be available to the general public, without fee or charge, and is not subject to the Annual User Fee.

GUESTS

- (A) Residents or Non-Resident Users who have a Guest are responsible for any and all actions taken by such Guest. Violation by a Guest of any of these Policies as set forth by the District could result in loss of that Patron's privileges and membership.
- (B) Residents or Non-Resident Users may bring no more than four (4) persons per household as guests to the Amenities at one time.

RENTER'S PRIVILEGES

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

AMENITY FACILITY OPERATIONS

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

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

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

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

GENERAL FACILITY PROVISIONS

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

- (A) One (1) Facility Access Fob will be issued to each lot within the District and fee-paying Non-Resident User; for avoidance of doubt, one (1) is the maximum number of Facility Access Fob allowed per lot or per Non-Resident User at any one time. If a replacement Facility Access Fob must be purchased, requesting party shall be responsible for the actual cost to replace the same.
- (B) The Board reserves the right to amend, modify, or delete, in part or in their entirety, these Policies when necessary, at a duly-noticed Board meeting and may, as a courtesy or if required by applicable law, notify Residents and Non-Resident Users of anticipated changes or changes made. Residents and Non-Resident Users are responsible for keeping up to date with the latest Policies. However, in order to change or modify rates or fees beyond the increases specifically allowed for by the District's rules and regulations, the Board must hold a duly-noticed public hearing on said rates and fees. The invalidity or unenforceability of any one or more provisions of these Policies shall not affect the validity or enforceability of the remaining portions of the Policies, or any part thereof.
- (C) Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, or in any way which blocks the normal flow of traffic.
- (D) Fireworks of any kind are not permitted anywhere at or on the Amenity Facilities or adjacent areas.

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

LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY

- (A) Each Patron, as a condition of use of the Amenity Facilities, assumes sole responsibility for his or her property. The District and its contractors shall not be responsible for the loss or damage to any private property used or stored on or in any of the Amenity Facilities.
- (B) No person shall remove from the room in which it is placed, or from any Amenity Facility, any property or furniture belonging to the District or its contractors without proper authorization from the District Manager or the Board. Residents and Non-Resident Users shall be liable for any property damage and/or personal injury at the Amenity Facilities, or at any activity or function operated, organized, arranged or sponsored by the District or its contractors, which is caused by a Resident or Non-Resident User or a Guest or family member(s) of the same. The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses it suffers due to property damage or personal injury caused by a Resident or Non-Resident User or a Guest or family member(s) of the same.
- (C) Any Patron or other person who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the District or its contractors, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the District, either on or off the Amenity Facilities' premises, shall do so at his or her own risk, and shall hold the Amenity Facilities' owners, the District, the Board of Supervisors, District employees, District representatives, District contractors and District agents, harmless from any and all loss, cost, claim, injury, damage or liability sustained or incurred by him or her, resulting therefrom and/or from any act of omission of the District, or their respective operators, supervisors, employees, contractors or agents. Any Patron shall have, owe, and perform the same obligation to the District and their respective operators, supervisors, employees, representatives, contractors, and agents hereunder with respect to any loss, cost, claim, injury, damage or liability sustained or incurred by any Guest or Patron.
- (D) Should any party bound by these Policies bring suit against the District, the Board of Supervisors or staff, agents or employees of the District, or any Amenity Facility operator or its officers, employees, representatives, contractors or agents in connection with any event operated, organized, arranged or sponsored by the District or any other claim or matter in connection with any event operated, organized, arranged or sponsored by the District, and fail to obtain judgment therein against the District or the Amenity Facilities' operators, officers, employees, representatives, contractors or agents, said party bringing suit shall be liable to the prevailing party (i.e. the District, etc.) for all costs and expenses incurred by it in the defense of such suit, including court costs and attorney's fees through all appellate proceedings.

GOLF CART USE POLICIES

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

PARK POLICIES

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

IN CASE OF EMERGENCY CALL 911

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

POND USE POLICY

EAST NASSAU STEWARDSHIP DISTRICT OWNED PONDS

(A) Following Pond is open for recreational use:

- Whistling Duck Pond

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

(B) Recreational Ponds Hours of Operation:

- Daily: **Dawn to Dusk**

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

INTRODUCTION AND DISCLAIMER

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

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

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

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

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

GENERAL

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

NO SWIMMING IN PONDS

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

BOATING

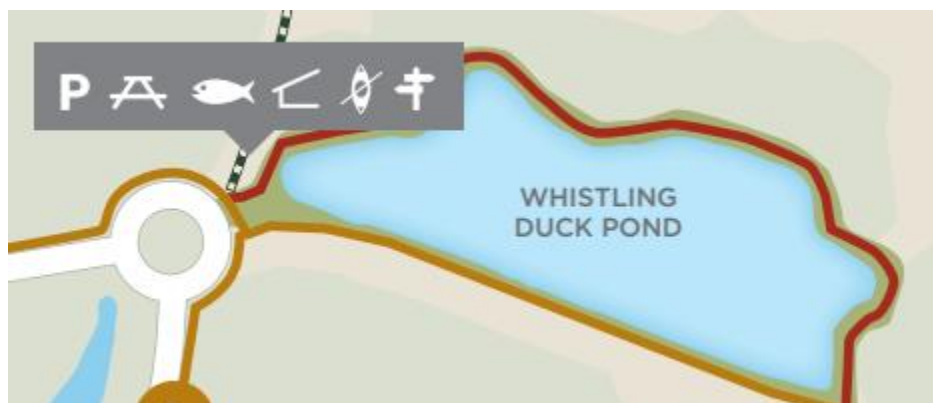
- (A) Approved watercraft launch areas are identified on the Recreational Ponds Map, which can be found on <https://eastnassausd.net>.
- (B) **Non-motorized or non-combustible** boats such as kayaks, canoes and pedal boats are **only allowed** on those Ponds specified in the Recreational Ponds Map.
- (C) **Any and all motorized-watercraft and combustible-engine watercraft are strictly prohibited** on all Ponds. This shall not apply to operation of motorized watercraft by an agent of the District while acting within the scope of its duties.
- (D) The owner and operator of a non-motorized watercraft or vessel is responsible for carrying, storage, maintenance and use of the safety equipment required by the United States Coast Guard, and Chapters 327 and 328, Florida Statutes, as applicable.
- (E) All operators of watercraft and vessels operating upon District Ponds shall comply with all applicable federal, state and local laws, rules and regulations pertaining to boating and navigational safety.

- (F) In order to prevent damage to the storm water management system, no watercraft or vessel shall be tied, or otherwise secured, to the lake bank.

FISHING

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

RECREATIONAL PONDS MAP



TRAILS POLICIES

EAST NASSAU STEWARDSHIP DISTRICT OWNED TRAILS

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

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

IN THE EVENT OF AN EMERGENCY CALL 911.

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

USE AT OWN RISK; INDEMNIFICATION

ANY PATRON, GUEST, OR OTHER PERSON WHO PARTICIPATES IN THE ACTIVITIES (AS DEFINED BELOW), SHALL DO SO AT HIS OR HER OWN RISK, AND SHALL INDEMNIFY, DEFEND, RELEASE, HOLD HARMLESS, AND FOREVER DISCHARGE THE DISTRICT AND ITS CONTRACTORS, AND THE PRESENT, FORMER, AND FUTURE SUPERVISORS, STAFF, OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS, AND CONTRACTORS OF EACH (TOGETHER, "INDEMNITEES"), FOR ANY AND ALL LIABILITY, CLAIMS, LAWSUITS, ACTIONS, SUITS OR DEMANDS, WHETHER KNOWN OR UNKNOWN, IN LAW OR EQUITY, BY ANY INDIVIDUAL OF ANY AGE, OR ANY CORPORATION OR OTHER ENTITY, FOR ANY AND ALL LOSS, INJURY, DAMAGE, THEFT, REAL OR PERSONAL PROPERTY DAMAGE, EXPENSES (INCLUDING ATTORNEY'S FEES, COSTS AND OTHER EXPENSES FOR INVESTIGATION AND DEFENSE AND IN CONNECTION WITH, AMONG OTHER PROCEEDINGS, ALTERNATIVE DISPUTE RESOLUTION, TRIAL COURT, AND APPELLATE PROCEEDINGS), AND HARM OF ANY KIND OR NATURE ARISING OUT OF, IN WHOLE OR IN PART, THE PARTICIPATION IN THE ACTIVITIES, BY SAID PATRON, GUEST, OR OTHER PERSON, AND ANY OF HIS OR HER GUESTS AND ANY MEMBERS OF HIS OR HER FAMILY.

SHOULD ANY PATRON, GUEST, OR OTHER PERSON, BRING SUIT AGAINST THE INDEMNITEES IN CONNECTION WITH THE ACTIVITIES OR RELATING IN ANY WAY TO THE AMENITIES, AND FAIL TO OBTAIN JUDGMENT THEREIN AGAINST THE INDEMNITEES, SAID PATRON, GUEST, OR OTHER PERSON SHALL BE LIABLE TO THE DISTRICT FOR ALL ATTORNEY'S FEES, COSTS, AND OTHER EXPENSES FOR INVESTIGATION AND DEFENSE AND IN CONNECTION WITH, AMONG OTHER PROCEEDINGS, ALTERNATIVE DISPUTE RESOLUTION, TRIAL COURT, AND APPELLATE PROCEEDINGS. THE WAIVER OF LIABILITY CONTAINED HEREIN DOES NOT APPLY TO ANY ACT OF INTENTIONAL, WILLFUL OR WANTON MISCONDUCT BY THE INDEMNITEES.

FOR PURPOSES OF THIS SECTION, THE TERM "ACTIVITIES," SHALL MEAN THE USE OF OR ACCEPTANCE OF THE USE OF THE AMENITIES, OR ENGAGEMENT IN ANY CONTEST, GAME, FUNCTION, EXERCISE, COMPETITION, SPORT, EVENT, OR OTHER ACTIVITY OPERATED, ORGANIZED, ARRANGED OR SPONSORED BY THE DISTRICT, ITS CONTRACTORS OR THIRD PARTIES AUTHORIZED BY THE DISTRICT. THE DISTRICT MAY, IN ITS SOLE DISCRETION, IMPLEMENT A CONSENT AND WAIVER FORM FOR ANY PARTICULAR ACTIVITY ON DISTRICT PROPERTY; PLEASE CONTACT THE DISTRICT FOR ANY SPECIAL EVENTS.

SOVEREIGN IMMUNITY

Nothing herein shall constitute or be construed as a waiver of the Districts' limitations on liability contained in Section 768.28, F.S., or other statutes or law.

SEVERABILITY

The invalidity or unenforceability of any one or more provisions of these rules, policies and rates shall not affect the validity or enforceability of the remaining provisions, or any part of the rules, policies and rates not held to be invalid or unenforceable.

AMENDMENTS / WAIVERS

The Board in its sole discretion may amend these rules, policies, and rates from time to time. The Board may also elect in its sole discretion at any time to grant variances and/or waivers to any of the provisions of these rules, policies, and rates.

SUSPENSION AND TERMINATION OF ACCESS RULE

Law Implemented: s. 120.69, Fla. Stat. (2024) and Chapter 2017-206, Laws of Florida
Effective Date: November 21, 2024

In accordance with Chapter 2017-206, *Laws of Florida*, and Chapter 120 of the Florida Statutes, and on November 21, 2024, at a duly noticed public meeting, the Board of Supervisors (“Board”) of the East Nassau Stewardship District (“District”) adopted the following rules / policies to govern disciplinary and enforcement matters.

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

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

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

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

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

endangered;

l. Engaging in another Violation after a verbal warning has been given by staff (which verbal warning is not required); or

m. Such person's guest or a member of their household committing any of the above Violations.

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

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

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

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

8. Initial Suspension from Amenities. The District Manager, General Manager, Amenity Manager, or his or her designee may at any time restrict or suspend for cause or causes, including but not limited to a Violation, any person's access to the Amenities until a date not later than the next regularly scheduled meeting date of the Board. In the event of such a suspension, the District Manager or his or her designee shall mail a letter to the person suspended referencing the conduct at issue, the sections of the District's rules and policies violated, the time, date, and location of the next regular Board meeting where the person's suspension will be presented to the Board, and a statement that the person has a right to appear before the Board and offer testimony and evidence why the suspension should be lifted. If the person is a minor, the letter shall be sent to the adults at the address within the community where the minor resides.

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

a. At the Board meeting referenced in the letter sent under Section 8 above, or as soon thereafter as a Board meeting is held if the meeting referenced in the letter is canceled, a hearing shall be held at which both District staff and the person subject to the suspension shall

be given the opportunity to appear, present testimony and evidence, cross examine witnesses present, and make arguments. The Board may also ask questions of District staff, the person subject to the suspension, and witnesses present. All persons are entitled to be represented by a licensed Florida attorney at such hearing.

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

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

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

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

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

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

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

deemed by it in its sole discretion to be appropriate under the circumstances, including affirming, overturning, or otherwise modifying the suspension or termination. The Board's decision on appeal shall be final.

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

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

**EAST NASSAU
STEWARDSHIP DISTRICT**

11

RESOLUTION 2025-08

A RESOLUTION OF THE EAST NASSAU STEWARDSHIP DISTRICT DESIGNATING CERTAIN PROPERTY AS UNDEVELOPABLE PROPERTY; PROVIDING FOR RELEASE OF ASSESSMENT LIEN ON UNDEVELOPABLE PROPERTY; PROVIDING FOR THE RECORDING OF RELEASES OF ASSESSMENT LIENS ON UNDEVELOPABLE PROPERTY; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, the East Nassau Stewardship District (the “**District**”) is a local unit of special purposes government existing pursuant to Chapter 2017-206, *Laws of Florida*, as may be amended (“**Act**”), with such powers and authorities provided there in including levying of special assessments and financing of certain public infrastructure improvements; and

WHEREAS, the District previously indicated its intent to construct and/or acquire certain types of infrastructure improvements and to finance such infrastructure improvements through the issuance of bond anticipation notes and/or bonds (collectively, “**Bonds**”), which Bonds would be repaid by the imposition of special assessments on benefited property within the District (“**Special Assessments**”); and

WHEREAS, the District Board of Supervisors (“**Board**”) noticed and conducted various public hearings pursuant to the Act and Chapters 170 and 197, *Florida Statutes*, relating to the imposition, levy, collection and enforcement of such Special Assessments securing the Bonds issued to date; and

WHEREAS, as the lands within the District continue to be developed, the District may from time to time further declare its intent to provide for construction and/or acquisition of additional infrastructure improvements within its capital improvement program and to finance all or portions of same through the issuance of additional Bonds and levy Special Assessments to secure such Bonds, after duly noticing and conducting public hearings as necessary (“**Project**”); and

WHEREAS, the District’s resolutions regarding Special Assessments generally provide that Special Assessments are initially allocated on a per acre basis over the gross acreage of developable land of each applicable assessment area, then further allocated as such land is ultimately defined and set forth in plats or other designations and is intended to be fully absorbed by platted residential units in each assessment area; and

WHEREAS, as the lands within the District continue to be developed, certain lands within the District have been or may be perpetually dedicated as conservation easement lands in favor of governmental entities, as part of the overall development plans for the East Nassau

Community Planning Area, and by the virtue of same such lands will not be developable ("**Undevelopable Property**") and

WHEREAS, the governmental entities including but not limited to the St. Johns River Water Management District ("**SJRWMD**") may request, from time to time, a confirmation that the Undevelopable Property is not subject to any of the District's Special Assessment liens or other records related to such Special Assessments (collectively, "**Lien of Record**") or, to the extent that Special Assessments were already levied over a gross acreage of an assessment area containing Undevelopable Property, a release of such Lien of Record with respect to the Undevelopable Property contemporaneous with or subsequent to such lands being encumbered by a perpetual conservation easement in favor of a governmental entity; and

WHEREAS, the District now desires to authorize the release of Lien of Record for Undevelopable Property.

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

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

SECTION 2. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to the Act and Chapters 170 and 197, *Florida Statutes*, including without limitation, Section 170.08, *Florida Statutes*.

SECTION 3. FINDINGS. The Board hereby finds and determines as follows:

A. The District is a local unit of special-purpose government organized and existing under and pursuant to the Act, as may be amended, and encompasses the lands within the legal description attached hereto as **Exhibit A**.

B. The District is authorized by the Act, to finance, fund, plan, establish, acquire, install, equip, operate, extend, construct and/or or reconstruct various public infrastructure improvements, including but not limited to conservation and mitigation areas, wildlife habitat and other infrastructure projects and services necessitated by the development of, and serving lands within and without the District, as such authority is further outlined in the Act.

C. The District is authorized by the Act to levy and impose Special Assessments to pay all, or any part of, the cost of such infrastructure projects and services and to issue Bonds payable from such Special Assessments as provided in the Act and Chapters 170 and 197, *Florida Statutes*.

D. The Board previously adopted various resolutions to levy Special Assessments to secure the Bonds and may, in the future, additionally declare its intent to and ultimately levy additional Special Assessments to secure additional Bonds to finance all or portions of the Project (such resolutions collectively referred to as, “**Assessment Resolution**”).

E. Whereas, the Assessment Resolutions are intended to ensure that Special Assessments are ultimately only levied on developable property, and to ensure that Special Assessments are ultimately not levied on non-developable property, including but not limited to the Undevelopable Property.

F. In order for the Project to receive permits and development approvals, there is a need from time to time for there to be designations of real property as conservation lands, and by virtue of same such lands would become Undevelopable Property, and to remove the applicable Lien of Record from such property.

SECTION 4. RELEASE OF DEBT SERVICE SPECIAL ASSESSMENT LIEN ON UNDEVELOPABLE PROPERTY. Subject to the review of District Engineer, District Counsel and District Manager, and contemporaneous with or subsequent to the designation of a parcel of real property within the District as Undevelopable Property and recording of the applicable conservation easement, and only to the extent the SJRWMD and/or another governmental entity requests for same, the assessment lien imposed on such property by the applicable Assessment Resolutions shall be released by a recording of a partial release of such applicable Lien of Record in substantially the form attached hereto as **Exhibit B**. Should the property at issue be deemed developable in the future and/or such designation as Undevelopable Property not actually occur, such released assessment lien may be reimposed.

SECTION 5. RECORDING OF RELEASES OF DEBT SERVICE ASSESSMENT LIENS. The District’s Secretary, or the District Chair in the District Secretary’s absence and upon review of District staff, is hereby directed to record a partial release of Lien of Record in the Official Records of Nassau County, Florida for Undevelopable Property consistent with Section 4 of this Resolution.

SECTION 6. LIMITED AUTHORIZATION FOR ADDITIONAL COORDINATION. To the extent SJRWMD or other governmental entities, as applicable, requests additional documentation to evidence the partial release of Lien of Record in order to grant and/or finalize the conservation easement, the District Chair, District Manager and/or District Counsel is hereby authorized to coordinate with such requesting entity to provide such documentation as may be requested from time to time. The authorization provided herein shall be limited to the same limitations as provided in Sections 4 and 5 herein.

SECTION 7. SEVERABILITY. If any section or part of a section of this Resolution be declared invalid or unconstitutional, the validity, force and effect of the remaining section(s) or part(s) of a section(2) of this Resolution shall not thereby be affected or impaired unless it clearly

appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

SECTION 8. CONFLICTS. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

SECTION 9. EFFECTIVE DATE. This Resolution shall become effective upon its adoption.

[Remainder of this page left intentionally blank]

APPROVED AND ADOPTED this 21st day of November, 2024.

EAST NASSAU STEWARDSHIP DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Legal Description of District Boundaries

Exhibit B: Form of Partial Release of Lien of Assessments

**EAST NASSAU
STEWARDSHIP DISTRICT**

11A

**This Instrument Prepared by
and return to:**

Michelle K. Rigoni
KUTAK ROCK LLP
107 West College Avenue
Tallahassee, FL 32301

NOTICE OF RELEASE OF LIEN OF MASTER ASSESSMENTS

PLEASE TAKE NOTICE that before me, the undersigned authority, personally appeared Craig Wrathell, who, being duly sworn, states that he is the District Manager of the lienor herein, the East Nassau Stewardship District, a local unit of special purpose government established and existing pursuant to Chapter 2017-206, Laws of Florida, as may be amended (the “**District**”), whose address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, and who affirms that the District, has released the lands described in **Exhibit A** attached hereto (the “**Property**”) from the lien of the Master Assessments described in that certain East Nassau Stewardship District’s Notice of Special Assessments and Government Lien of Record recorded in Official Records Book [____], Page [____], of the Public Records of Nassau County, Florida (“**Lien of Record**”).

Accordingly, and solely with respect to the Property described in **Exhibit A**, the District hereby terminates, releases and discharges that certain Lien of Record. This Release shall not impair or affect the lien of any assessment levied upon any lands within the District not included within the description of the Property.

[signature contained on following page]

EXECUTED this ____ day of _____, 202[].

EAST NASSAU STEWARDSHIP DISTRICT

By: _____
Craig Wrathell, District Manager
East Nassau Stewardship District
c/o Wrathell Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

STATE OF FLORIDA)
COUNTY OF [_____])

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Craig Wrathell, District Manager of the East Nassau Stewardship District, a special-purpose unit of local government created pursuant to and governed by Chapter 2017-206, Laws of Florida, as may be amended, and he acknowledged before me that he executed the foregoing as such in the name and on behalf of the East Nassau Stewardship District. He is personally known to me or has produced _____ as identification and did not take an oath.

WITNESS my hand and official seal in the State and County aforesaid this ____ day of _____, 202[].

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

EXHIBIT A

[conservation area legal description]

**EAST NASSAU
STEWARDSHIP DISTRICT**

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East Nassau Stewardship District CON

Location: Wildlight Avenue, Wildlight, Yulee, FL 32097

Proposal Date: 6/17/2024
Proposal #: 65564
Submitted By: RICK SOTIROPOULOS

WLD - Wildlight RAB Re-Development

DESCRIPTION	QTY	SIZE	UNIT PRICE	EXT PRICE	TOTAL PRICE	NOTES
Site Preparation					\$5,209.88	
Site Prep - Transplanting - Removals/Demo	1.00	LS	\$2,115.96	\$2,115.96		
Fine Grading	1,650.00	SF	\$0.03	\$55.59		
Pre-emergent Herbicide Application	1,650.00	SF	\$0.02	\$39.48		
Soil Amendments	1,650.00	SF	\$0.67	\$1,113.06		
Amended Sandy Top Soil	18.00	CY	\$104.77	\$1,885.79		ALLOWANCE for remediated Soils based on conditions exposed
Irrigation					\$1,845.00	
Irrigation ALLOWANCE	1.00	EA	\$1,845.00	\$1,845.00		ALLOWANCE for Repairs and Modifications to the existing system
Trees					\$22,207.96	
Live Oak - 14" cal	1.00	12 IN	\$21,422.43	\$21,422.43		
Tree Staking >4"cal	1.00	EA	\$785.53	\$785.53		Cable and Guying for Large Tree
Shrubs					\$2,112.35	
Palm Sabal Minor - 7 Gal	12.00	7 Gallon	\$102.98	\$1,235.76		
Rose 'Coral Drift' - 3 Gal	26.00	3 Gallon	\$33.72	\$876.59		
Grasses and Groundcovers					\$1,515.38	
Muhly Grass Pink - 3 Gal	30.00	3 Gallon	\$20.22	\$606.45		
Native Perennial TBD - 1 Gal	80.00	1 Gallon	\$11.36	\$908.93		
Mulching					\$500.81	
Pine Straw Mulching	1,650.00	SF	\$0.30	\$500.81		
Total					\$33,391.38	

Excludes 120 VAC Lighting Work see Allowance

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Alternates

DESCRIPTION	QTY	SIZE	UNIT PRICE	EXT PRICE	TOTAL PRICE	NOTES
Plantings					\$39,705.01	
Live Oak - 12" cal	1.00	12 IN	\$16,580.01	\$16,580.01		
Live Oak - 10" cal	1.00	12 IN	\$12,500.00	\$12,500.00		
Live Oak - 8" cal	1.00	12 IN	\$10,625.00	\$10,625.00		
Irrigation, Drainage and Lighting					\$656.25	
Lighting ALLOWANCE	1.00	LS	\$656.25	\$656.25		Repairs or modifications to the existing 120V system in place (if required)

GENERAL BID NOTES and CONDITIONS

This proposal/budgetary pricing is based on our best estimate from the plan and documents provided.

Additional pricing may be available for items outside the base scope of work, *see ALTERNATES*.

Pricing is subject to change if letter of intent, contract or executed contract is not received within 30 days of the date of this proposal.

Pricing is based on a single mobilization unless otherwise noted. Phasing or multiple mobilizations on this project may have additional cost implications.

The Greenery Inc. will be responsible for all public utility locations. Any private utility line locates outside normal location services is *EXCLUDED* and the responsibility of the owner.

Any necessary Bonding and Permitting is *EXCLUDED* from the proposal unless otherwise noted in the above cost schedule.

An initial mobilization fee, as itemized on the Schedule of Values and will be included in the initial billing or in the deposit schedule if applicable.

Unit pricing disclosed above shall not apply to Field Change Orders unless otherwise agreed upon.

The Greenery Inc reserves the right to file mechanics liens on all unpaid invoices over 60 days past due.

ESCALATION CLAUSE

The contract price for this construction project has been calculated based on the current prices for material, equipment, energy and existing scale of wages.

However, the market for these items specified is volatile, and sudden price increases could occur.

The Greenery, Inc. agrees to use its best effort to obtain the lowest possible prices from execution of this contract. A change in price of an item of material, equipment, energy and existing scale of wages will be adjusted by Change Order at time of applicable work.

LANDSCAPE NOTES and EXCLUSIONS

Top Soil and Rough Grading +/- 1"/10' is *EXCLUDED* from this proposal unless otherwise noted in the above cost schedule.

Landscape Site Preparation, Clearing, Pruning and Tree Work is *EXCLUDED* from this proposal unless otherwise noted in the above cost schedule.

Due to volatility in tree pricing and availability, pricing is subject to change outside the valid bid date.

Tree and Plant Specifications are seasonally dependent and subject to ASNS (American Standards for Nursery Stock) ANSI Z60.1-2014 Standards and may differ from Plan Schedule Specifications.

A Planting Guarantee shall apply to plantings under a contiguous maintenance agreement with The Greenery Inc.

The Planting Guarantee shall not apply to plants the loss of which is due to abuse, vandalism, animal, fire, lightning, hail, vehicular, freeze, owner neglect, or acts of God.

Plantings not under automated irrigation or transplanted plantings are not covered under the Planting Guarantee.

Staking of Trees and Palms is to be done as needed or as field directed unless otherwise noted in the above cost schedule.

A Transitional Maintenance Period as described in the above cost schedule.

Maintenance for trees, shrubs, groundcovers and grassing beyond the Transitional Maintenance Period shall be proposed under separate contract agreement and is *EXCLUDED* from this scope of work.

A full range Maintenance Management proposal is available upon request.

IRRIGATION and LIGHTING NOTES and EXCLUSIONS

The required power supply for associated controllers and components are *EXCLUDED* from this scope of and are to be provided by others unless otherwise noted.

The required water source and RPZ is *EXCLUDED* from this proposal unless otherwise note. A standard Backflow Prevention Device is included unless otherwise noted.

Sleeving, Boring and Jetting is *EXCLUDED* unless otherwise noted. Alternate sleeving, if selected, assumes installation prior to road-base being laid and limits clarified by others.

**EAST NASSAU
STEWARDSHIP DISTRICT**

**STAFF
REPORTS D**



November 13, 2024

East Nassau Stewardship District

RE: Operations Report – October 2024
57 Homegrown Avenue, Unit 303
Wildlight, FL 32097

Below, you will find a summary of operation items for October 2024. Please let me know if you have any questions.

GENERAL OPERATIONS/ADMINISTRATIVE

MAINTENANCE

- Ponds
 - Florida Waterways treated the ponds on 10/31 for shoreline and floating weeds. Ponds were not serviced in the first part of October due to Hurricane activity. See Exhibit “A.”
- Roadways
 - Speed humps were inspected on 10/22 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 Milton
 - On October 9 -10th, Hurricane Milton entered the area with tropical storm-force winds. A mid-day inspection on the 10th was completed, and no notable damage was reported. The Greenery straightened several leaning street trees and staked trees that had been uprooted during the previous hurricane in September.

LANDSCAPING

- Irrigation Inspections
 - The Greenery conducted irrigation inspections throughout the month of October. Multiple repairs were made associated with lateral line breaks, broken heads, and valve communication issues, as discussed in the weekly landscape meeting. See Exhibit “C.”
- Landscape Maintenance
 - Pinestraw mulch was installed throughout the community during the last two weeks of October. In addition, palm trees were pruned as scheduled.
 - 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 – Pond Maintenance Reports – October 2024

Customer Service Report

Customer: Wildlight
 Customer ID: J19267
 Field Biologist: Jim Schwartz & Steven Pye

Date of Visit: 10/31/2024
 Weather: 84 °F High
20% ☁

Waterway and Ditch Treatments

Site	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Algae											X				
Submersed Weeds															
Shoreline Grasses & Brush	X		X	X	X	X		X	X	X		X			
Floating Weeds															
Mosquito Larvicide															
Pond Dye															
Inspection		X					X						X	X	
Debris Removal															
On Hold															X

Comments: Treated shoreline weeds on above noted ponds. Treated planktonic algae in Pond 11. Pond 15 (Hawthorne Parke) on hold per client.

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: Jim Schwartz & Steven Pye

Date of Visit: 10/31/2024
 Weather: 84 °F High
20% ☁

Waterway and Ditch Treatments

Site	16	17	18	19	20	21									
Algae															
Submersed Weeds															
Shoreline Grasses & Brush	X		X		X										
Floating Weeds															
Mosquito Larvicide															
Pond Dye															
Inspection		X		X		X									
Debris Removal															

Comments:

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: Jim Schwartz & Steven Pye

Date of Visit: 10/31/2024
Weather: 84 °F High
20% 🌧️



Pond 01



Pond 02



Pond 03



Pond 04



Pond 05



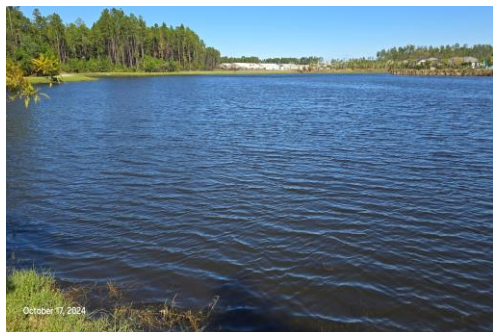
Pond 06

Did you know? The manatee is Florida's official marine mammal. Fossils indicate they have been in Florida waters for millions of years.

Customer Service Report

Customer: Wildlight
Customer ID: J19267
Field Biologist: Jim Schwartz & Steven Pye

Date of Visit: 10/31/2024
Weather: 84 °F High
20% 🌧️



Pond 07



Pond 08



Pond 09



Pond 10



Pond 12



Pond 13

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: Jim Schwartz & Steven Pye

Date of Visit: 10/31/2024
Weather: 84 °F High
20% 🌧️



Pond 14



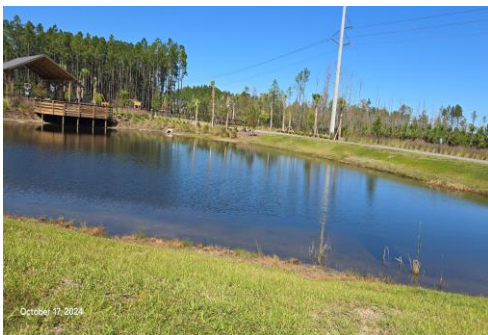
Pond 16



Pond 17



Pond 18



Pond 19



Pond 21

Did you know? The manatee is Florida's official marine mammal. Fossils indicate they have been in Florida waters for millions of years.

Exhibit “B”

Boardwalk & Trail Inspection Reports - October 2024

Wildlight Boarkwalk & Trail Safety Checklist

Minimum Frequency - Monthly

Inspection Date:	10/23/2024
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:	10/23/2024
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:	10/23/2024
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:	10/23/2024
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:	10/23/2024
Inspector:	Roger Kintz
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:	10/23/2024
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:	10/23/2024
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:	10/23/2024
Inspector:	Roger Kintz
Location:	Wildlight Boardwalk Along ST RD 200

Boardwalks

Needs Work	OK	N/A		Notes
	Ok		Handrails are in good repair	Replaced broken handrail
	OK		No cracked or broken boards	Replaced 2 broken deck 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:	10/23/20247
Inspector:	Roger Kintz
Location:	Hike and Bike Asphalt 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. Fixed
	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:	10/23/2024
Inspector:	Roger Kintz
Location:	Waterbug 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.

Wildlight Boarkwalk & Trail Safety Checklist

Minimum Frequency - Monthly

Inspection Date:	10/23/2024
Inspector:	Roger Kintz
Location:	Ponder Cr and Coin Toss Trail.

Boardwalks

Needs Work	OK		Notes
	Ok		Handrails are in good repair
	OK		No cracked or broken boards
	Ok		No exposed/raised fasteners
	Ok		Surfaces are splinter free
	Ok		Surfaces are clean & free of trip hazards
	Ok		Smooth transition between boardwalk and trail surface
	Ok		Waste receptacles emptied
	Ok		Warning signs in place
	Ok		Surrounding vegetation clear of boardwalk

Trails

Needs Work	OK	N/A	Notes
	OK		Surface material in good repair & free of trip hazards
	Ok		Surface is weed and debris free
	Ok		Transition areas are smooth & free of trip hazards
	Ok		Free of damage & major cracks
	Ok		Shrubs & trees provide adequate clearance
	Ok		Concrete surfaces are clean
	Ok		Surfaces are free of standing water
	Ok		Irrigation system does not overspray onto trail

For all items marked as "Needs Work", include pictures of all deficiencies and a correction timeline within the notes section.

EXHIBIT “C”

The Greenery – Irrigation Reports - October 2024



Amber 62

Repairs Proposal or Completed Repairs									
Controller		Plant Type	Pipes	Broken Heads			A.	Comments & Recommendations	
Zone	Head Type (Rotor, Spray Trip, etc.)			Turf Spray (4")	Shrub Spray (12")	Fixed Rotor Gear Driven Rotor Cleaned/Replaced Nozzle			
1	S	/					25		
2	D	/					30		
3	D	/					30		
4	D	/					30		
5	S	/		1			30	repaired head/nozzle	
6	D	/				1	30	repaired head & tree	
7	D	/					30		
8	S	/					30		
9	S	/					30		
10	R	/	1				30	leaky, needs replaced or sch. 40 / Toro 2"	
11	R	/	1				30	replaced valves 10-18-21 RB 2"	
12	R	/					30		
13	D	/					30		
14	D	/	1				Ø	Locate wire fault	
15	S	/	1				Ø	Locate wire fault	
16									
17									
18									
19									
20									

Proposal Items: Replace 2-10 valve, locate and repair w/repairs to 2.14/15.



FLORIDA DEPARTMENT OF
AGRICULTURE AND FORESTRY
HARRIS FIELD OFFICE

Irrigation Technical Inspection Report

East Nassau District

Site Name Sawgrass a Mobility Trail

Karen

10-15-2024

Controller	Source Controller	Site Name
Location	Location	Location
Time Zone	Time	Time Zone
Part Design	Source	Time of Inspection
Power On	Read Meter	
General Information	Backflow	11:00pm Set to Run Odd Even Even Days
Day	Day	or Days of Week S M T W T F S
Master	Master	11:00pm Set to Run Odd Even Even Days
Valve	Valve	or Days of Week S M T W T F S

Repairs Proposal or Completed Repairs

Controller	Plant Type	Pipes	Broken Heads	
Zone	Head Type (Rotor, Spray, Trip, etc.)	Turf Shrub Annual	Lateral Line Break	
			Turf Spray (4") Shrub Spray (1.2") Fixed Rotor Gear Driven Rotor Cleaned/Replaced Nozzle	Comments & Recommendations
1	S	✓		Small Park Palmetto place
2	S	✓		Small Park Palmetto Place
3	S	✓		Sawgrass Mailbox
4	S	✓		Mailbox
5	R	✓		Mailbox
6	S	✓		gun street
7	R	✓		
8	S	✓		trail
9	S	✓		trail
10	R	✓		trail
11	S	✓		trail
12	S	✓		trail
13	R	✓		trail
14	S	✓		
15	S	✓		
16	S	✓		Park
17	S	✓		Park
18	R	✓		Park
19	S	✓		Park
20	R	✓		Park

Proposal Items:



Irrigation Technical Inspection Report

Irrigation Controller	Source Connection	Site Name
Location	Location	Location
Type Site	Site	Technician
Part Number	Model	Date of Inspection
Power On	Power Meter	
General Information	Backflow	Set to Run
Day	Day	on Days of Week
Waster	Waster	Set to Run
Valve	Valve	on Days of Week

Repairs Proposal or Completed Repairs					
Controller	Plant Type	Pipes	Broken Heads		
Zone	Head Type (Rotor, Spray, Trip, etc.)	Turf Shrub Annual	Lateral Line Break	Turf Spray (4") Shrub Spray (12") Fixed Rotor Gear Driven Rotor Cleaned/Replaced Nozzle	Comments & Recommendations
21	S	✓			Park
22	S	✓			Park
23	R	✓			Park
24	S	✓			
25	D				Curiosity
26	S	✓			Maze Street
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					

Proposal Items:



Irrigation Technical Inspection Report

Hunter

System Controller	Solar 22	Site Name	Hamlet
Location	Location	Location	
Zone	Zone	Zone	
Power On	Power On	Power On	
General Information	Backflow	A	Set to Run Odd Even Every Days 8:30 PM
Zone	Zone	B	Set to Run Odd Even Every Days 8:30 PM
Master	Master		
Zone	Zone		

Repairs Proposal or Completed Repairs

Controller	Plant Type	Pipes	Broken Heads	
Zone	Head Type (Rotor, Spray, Inp, etc.)	Turf Shrub Annual	Lateral Line Break Turf Spray (4") Shrub Spray (1.2") Fixed Rotor Carrot Driven Rotor Cleaned/Replaced Nozzle	A. Comments & Recommendations
1	D	/		20
2	S	/		20
3	S	/		20
4	D	/		40
5	S	/		25
6	D	/		40
7	S	/		25
8	D	/		40
9	S	/		25
10	S	/		40
11	R	/		40
12	S	/	1	25
13	D	/		40
14	RD	/	1	40
15	RD	/		40
16	D	/		40
17	D	/		40
18	R	/		40
19	D	/		40
20	S	/		25

Proposal Items:

4 - XR breaks, 4 tree bubbler nozzles



THE IRRIGATION COMPANY, INC.
— 2000 —

Irrigation Technical Inspection Report

System Controller	Source Controller	Site Name	Harlet	②
Location	Location	Location		
Zone Size	Size	System	Jeff	
Zone Description	Source	Master Valve	10-25-24	
Power On	Power Meter	Date of Installation		
General Information	Backflow	A	Set to Run	Odd Even Even Days 830 PM
Day	Day	on Days of Week	S M T W T F S	① T F S
Master	Master	B	Set to Run	Odd Even Even Days 830 PM
Valve	Valve	on Days of Week	S M T W T F S	① W T F S

Repairs Proposal or Completed Repairs

Controller	Plant Type	Pipes	Broken Heads	
Zone	Head Type (Rotor, Spray, Drip, etc.)	Turf Shrub Annual	Lateral Line Break Turf Spray (4") Shrub Spray (1.2") Fixed Riser Gear Driven Rotor Cleaned/Replaced Nozzle	Comments & Recommendations
19	S	/		20
20	D	/		40
21	D	/		40
22	S	/		20
3				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				

Proposal Items:

Reset a lot of field rotors.



Irrigation Technical Inspection Report

Flower

Rayonier Bldg

July
10-25-24

[illegible]

Repairs Proposal or Completed Repairs

Zone	Head Type (Rotor, Spray, Drip, etc.)	Plant Type Turf Shrub Annual	Pipes Lateral Line Break	Broken Heads Turf Spray (4") Shrub Spray (1/2") Fixed Riser Gate Driven Rotor Cleaned/Replaced Nozzle	Comments & Recommendations
1	S	/			10
2	S	/			10
3	S	/			10
4	S	/			10
5	S	/			10
6	S	/			10
7	S	/			10
8	S	/			10
9	S	/			10
10	S	/			10
11	S	/			10
12	S	/			10
13					
14					
15					
16					
17					
18					
19					
20					

Proposal Items



100 5144447 100
HARIDWAR, UTTARAKHAND

Irrigation Technical Inspection Report

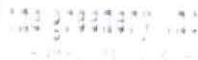
Handwritten: Hunter

Irrigation Controller	Source Connection	Site Name	<i>Mocana Chok</i>	<i>1</i>
Location	Location	Location		
Type Size	Size	Technique	<i>5.5L</i>	
Part Gauge	Source	Water Ave	<i>10-25 m</i>	
Power On	Read Meter			
General Information	Backflow	<i>x</i>	<i>y</i>	<i>A</i> Set to Run Odd Even Even Days <i>2 AM</i>
Day	Day	<i>x</i>	<i>y</i>	or Days of Week <i>S M Tu W Th F S</i>
Master	Master	<i>x</i>	<i>y</i>	<i>B</i> Set to Run Odd Even Even Days <i>2 AM</i>
Valve	Valve			or Days of Week <i>S M Tu W Th F S</i>

Repairs Proposal or Completed Repairs

Controller		Plant Type			Pipes	Broken Heads					Comments & Recommendations
Zone	Head Type (Rotor, Spray, Drip, etc.)	Turf	Shrub	Annual	Lateral Line Break	Turf Spray (4")	Shrub Spray (1.5")	Fixed Rotor	Great Driven Rotor	Cleaned/Replaced Nozzle	
1	S	/									A, 20
2											Incomplete line / off
3	S	/									10
4	S	/									10
5	S	/									10
6	S	/									20
7	S	/									20
8	S	/									20
9	R	/									40
10	S	/									20
11	S	/									10
12											-
13											-
14	S	/									30
15	S	/									30
16											
17											
18											
19											
20											

Proposal Items: _____



Irrigation Technical Inspection Report

Haber

Mona

2

Sept
10-25-24

A

Sept 19, 20, 21, 22, 23, 24

2 AM

2. Days of week : Mon - Fri - Sat - Sun

26. 10. 2019 11:00 11:30 11:45 12:00 12:15

2 AM

$$\text{on } \mathbb{C}^n \text{ of rank } \leq n \text{ is } \mathcal{O}(n^2) = \mathcal{O}(n^2)$$

Repairs Proposal or Completed Repairs

Zone	Head Type (Rotor, Spray, Drip, etc.)	Plant Type Turf Shrub Annual	Pipes Lateral Line Break	Broken Heads Turf Spray (4") Shrub Spray (1/2") Fixed Riser Gear Driven Rotor Cleaned/Replaced Nozzle	Comments & Recommendations
1	S	/			B, 20
2	S	/			30
3	S	/			40
4	R	/			40
5	S	/			40
6	R	/			40
7	S	/			40
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					

Proposal items:



Irrigation Technical Inspection Report

Harbor

Irrigation Controller	Source Connection	Site Name	<i>Wildlight Office Center</i>
Location	Location	Location	
Time Size	Size	Time Size	<i>5/11</i>
Rain Gauge	Source	Date of Inspection	<i>10/22/24</i>
Power On	Read Meter		
General Information	Backflow	Set to Run	Odd Even Even Days <i>10 PM</i>
Day	Day	on Days of Week	<i>☐ ☐ Tu ☐ Th ☐ F</i>
Master	Master	Set to Run	Odd Even Even Days
Valve	Valve	on Days of Week	<i>S M Tu W Th F S</i>

Repairs Proposal or Completed Repairs

Controller	Plant Type	Pipes	Broken Heads			
Zone	Head Type (Rotor, Spray, Drip, etc.)	Turf Shrub Annual	Lateral Line Break	Turf Spray (4") Shrub Spray (12") Fixed Riser Gear Driven Rotor Cleaned/Replaced Nozzle		
					A	Comments & Recommendations
1	D	/			15	
2	S	/			15	
3	S	/			15	
4	S	/			15	
5	R	/			15	
6	S	/			15	
7	S	/			15	
8	S	/			15	
9	D	/			15	
10	D	/			15	
11	D	/			15	
12	D	/			15	
13						
14						
15						
16						
17						
18						
19						
20						

Proposal Items:



Irrigation Technical Inspection Report

14 vol 1

Regulator Controller	Source Controller	Site Name	Frank entry clock	1
Location	Location	Location		
Type Size	Size	Term Size	500L	
Part Range	Source	Water	10-16-14	
Power On	Power	Power		
General Information	Backflow	✓	A	Set to Run
Day	Day	✓	on Days of Week	11 PM
Master	Master	✓	B	Set to Run
Valve	Valve	✓	on Days of Week	11 PM

Repairs Proposal or Completed Repairs

Report of Repaired or Completed Repairs						
Controller	Plant Type	Pipes	Broken Heads			Comments & Recommendations
Zone	Head Type (Rotor, Spray, Drip, etc.)	Lateral Line Break	Lateral Line Break	Fixed Riser	Great Driven Rotor	
1	S	/				10
2	S	/				10
3	S	/				10
4	S	/				10
5	S	/				10
6	D	/				5
7	R	/				Stuck valve
8	S	/				20
9	S	/				20
10	S	/				20
11	S	/				20
12	S	/				20
13	S	/				20
14	S	/				20
15	S	/				20
16	S	/				20
17	S	/				20
18	S	/				20
19						MIA
20	R	/				20

Proposal Items:



Ministry of Agriculture
GOVERNMENT OF INDIA

Irrigation Technical Inspection Report

Irrigation Controller	Source Connection	Site Name	Frank entry check 2
Location	Location	Location	
Pipe Size	Size	Technician	Jef
Pipe Gauge	Source	Date of Inspection	10/10/21
Power On	Read Meter		
General Information	Backflow	A	Set to Run Odd Even Even Days 11 PM
Day	Day		on Days of Week (S) M Tu W Th F S
Master	Master	B	Set to Run Odd Even Even Days 11 PM
Valve	Valve		on Days of Week S M Tu W Th F S

Repairs Proposal or Completed Repairs

Zone	Head Type (Rotor, Spray, Trip, etc.)	Plant Type			Pipes	Broken Heads				Comments & Recommendations
		Turf	Shrub	Annual		Lateral Line Break	Turf Spray (4")	Shrub Spray (1.2")	Fixed Riser	
71	1	R	/							A 45
72	2									B prog
73	3									B prog
74	4									B prog
75	5									B prog
76	6	R	/							20
77	7	R	/							20
78	8	S	/							20
79	9	S	/							20
80	10	B	/							20
81	11	R	/							20
82	12	S	/							20
83	13	S	/							20
14										
15										
16										
17										
18										
19										
20										

Proposal Items:



Irrigation Technical Inspection Report

Irrigation Controller	Source Connection	Site Name	Front entry check 3
Location	Location	Location	
Zone Size	Size	Zone Size	Self
Rain Gauge	Source	Water Use	Pump
Power On	Read Meter	Date of Inspection	10-16-21
General Information	Backflow	Set to Run	Odd Even Even Days 11 PM
Day	Day	On Days of Week	③ ④ ⑤ ⑥ ⑦ ⑧ ⑨
Master	Master	Set to Run	Odd Even Even Days 11 PM
Valve	Valve	On Days of Week	③ ④ ⑤ ⑥ ⑦ ⑧ ⑨

Repairs Proposal or Completed Repairs

Zone	Head Type (Rotor, Spray, Drip, etc.)	Plant Type			Pipes	Broken Heads				Comments & Recommendations
		Turf	Shrub	Annual		Lateral Line Break	Turf Spray (4")	Shrub Spray (1/2")	Fixed Riser	
20	1 R	/	/	/						59
21	2 R	/	/	/						45
22	3 R	/	/	/						45
23	4 R	/	/	/						59
24	5 R	/	/	/						30
25	6 R	/	/	/						59
26	7 R	/	/	/						5
27	8 R	/	/	/						30
28	9 S	/	/	/						20
29	10 S	/	/	/						5
30	11 S	/	/	/						15
31	12 S	/	/	/						5
32	13 S	/	/	/						10
33	14 R	/	/	/						30
34	15 R	/	/	/						30
35	16 R	/	/	/						30
36	17 R	/	/	/						30
37	18 R	/	/	/						30
38	19 K	/	/	/						30
20										

Proposal Items:



1-800-368-5837

www.nia.org

Irrigation Technical Inspection Report

Rainbird

Irrigation Controller	Solstice Connection	Site Name	Tashlys
Location	Location	Location	
Type Size	Size	System	5.2H
Rain Gauge	Solstice	Date of Inspection	10-14-24
Power On	Read Meter		
General Information	Backflow	Set to Run	Odd Even Even Days 3 AM
Day	Day	on Days of Week	S M T W T F S
Master	Master	Set to Run	Odd Even Even Days
Valve	Valve	on Days of Week	S M T W T F S

Repairs Proposal or Completed Repairs

Controller	Plant Type	Pipes	Broken Heads	
Zone	Head Type (Rotor, Spray, Drip, etc.)	Turf Shrub Annual	Lateral Line Break Turf Spray (4") Shrub Spray (1.2") Fixed Riser Gear Driven Rotor Cleaned/Replaced Nozzle	Comments & Recommendations
1	S	/		10
2	S	/		10
3	S	/		30
4	S	/		10
5	S	/		10
6	SR	/		15
7	S	/		10
8	D	/		10
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				

Proposal Items:



Irrigation Technical Inspection Report

Hunter

Generator Controller	Source Controller	Site Name	Arango
Location	Location	Location	
Type Size	Size	Test Date	July 10, 20, 24
Run Range	Source	Water	2.50
Power On	Reset Mode		
Generator Information	Baseflow	x	y
Day	Day	x	y
Wastar	Wastar	x	y
Valve	Valve		

Repairs Proposal or Completed Repairs

Controller		Plant Type	Pipes	Broken Heads				Comments & Recommendations
Zone	Head Type (Rotor, Spray, Drip, etc.)	Turf Shrub Annual	Lateral Line Break	Turf Spray (4") Shrub Spray (1/2") Fixed Riser Gear Driven Rotor Cleaned/Replaced Nozzle				
1	S	/						A 20
2	S	/						20
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								

Proposal Items:



1000 31997777, 1000
1000 31997777, 1000

Irrigation Technical Inspection Report

1000 31997777, 1000

1000 31997777, 1000	Source Connection	Site Name	Extension Clock	2
Location	Location	Location		
Type Size	Size	Year	5th	
Part Size	Source Water	Date of Inspection	10/4/11	
Power On	Read Meter			
General Information	Backflow	1	Set to Run Odd Even Every Days	11:30 AM
Day	Day		on Days of Week S M Tu W Th F S	
Master	Master	2	Set to Run Odd Even Every Days	11:30 AM
Valve	Valve		on Days of Week S M Tu W Th F S	

Repairs Proposal or Completed Repairs

Controller	Plant Type	Pipes	Broken Heads	
Zone	Head Type (Rotor, Spray, Drip, etc.)	Turf Shrub Annual	Lateral Line Break Turf Spray (4") Shrub Spray (1.2") Fixed Riser Gear Driven Rotor Cleaned/Replaced Nozzle	Comments & Recommendations
14	1	S	/	30
15	2	S	/	30
16	3	S	/	30
17	4	S	/	30
18	5	S	/	30
19	6	D	/	30
20	7	S	/	30
21	8	S	/	30
22	9	S	/	30
23	10	S	/	30
24	11	S	/	30
25	12	R	/	30
26	13	S	/	30
27	14	R	/	30
15				
16				
17				
18				
19				
20				

Proposal Items:



Irrigation Technical Inspection Report

Number: _____
 Irrigator/Controller: _____ Source Connection: _____ Site Name: Hammock Park
 Location: _____ Location: _____
 Time Since: _____ Size: _____ Technician: Jeff
 Rain Gauge: _____ Soil Type: _____ Date of Inspection: 10-23-11
 Power On: _____ Power Meter: _____
 General Information: Backflow: ☒ / ☒ A Set to Run Odd Even Even Days 1 AM
 Day: _____ Day: _____ or Days of Week: S M T W T F S
 Master: Master: ☒ / ☒ B Set to Run Odd Even Even Days 1 AM
 Valve: Valve: _____ or Days of Week: S M T W T F S

Repairs Proposal or Completed Repairs

Zone	Controller	Plant Type	Pipes	Broken Heads				Comments & Recommendations
				Lateral Line Break	Turf Spray (4")	Shrub Spray (1/2")	Fixed Riser	
A	1	S	/					20
	2	S	/					20
	3	R	/					54
	4	S	/					20
	5	D	/					5
	6	D	/					5
	7	S	/					20
	8	S	/					20
	9	S	/					20
B	10	S	/					20
	11	S	/					20
	12	D	/					54
	13	S	/					20
	14	S	/					20
	15	D	/					5
	16	D	/					5
	17	S	/					20
	18	D	/					5
	19	D	/					5
	20	D	/					5

Proposal Items: _____



100 319991117, 100
100 319991117, 100

Irrigation Technical Inspection Report

Hunter

System Controller	Source Connection	Site Name	Raymer Pond area	1
Location	Location	Location		
Time Zone	Time	Time Zone		
Part Number	Part Number	Part Number		
Power On	Power On	Power On		
General Information	Backflow			
221	221			
Master	Master			
Valve	Valve			

A Set to Run Odd Even Even Days 11 PM
On Days of Week S O T O T O S
B Set to Run Odd Even Even Days 11 PM
On Days of Week S M T W T F S

Repairs Proposal or Completed Repairs

Controller	Plant Type	Pipes	Broken Heads	
Zone	Head Type (Rotor, Spray, Trip, etc.)	Turf Shrub Annual	Lateral Line Break Turf Spray (4") Shrub Spray (1.2") Fixed Riser Garage Driven Rotor Cleaned/Replaced Nozzle	Comments & Recommendations
1	S	/		5
2	D	/		5
3	S	/		5
4	S	/		15
5	S	/		20
6	S	/		5
7	S	/		20
8	S	/		20
9	D	/		5
10	S	/		5
11	S	/		31
12	S	/		20
13	S	/		5
14	S	/		20
15	S	/		10
16				
17				
18				
19				
20				

16
19
20
21
24

Proposal Items: _____



Irrigation Technical Inspection Report

Handwritten: Harker

Irrigation Controller	Source Connection	Site Name	<i>Rapier Pond Area 2</i>
Location	Location	Location	
Type Size	Size	Technician	<i>John</i>
Pressure Gauge	Pressure	Date of Inspection	<i>10/14/14</i>
Power On	Reset Water		
General Information	Backflow	Y	N
Day	Day	Y	N
Master	Master	Y	N
Valve	Valve		

Handwritten: 4 Set to Run Odd Even Even Days 11 PM
on Days of Week S @ T @ W @ 3
3 Set to Run Odd Even Even Days 11 PM
on Days of Week S M @ W @ = 3

Repairs Proposal or Completed Repairs

Zone	Head Type (Rotor, Spray, Drip, etc.)	Plant Type			Pipes	Broken Heads				Comments & Recommendations
		Turf	Shrub	Annual		Lateral Line Break	Turf Spray (4")	Shrub Spray (1/2")	Fixed Riser	
1	S	/								10
2	S	/								15
3	S	/								15
4	S	/								15
5	S	/								5
6	S	/								5
7	S	/								20
8	S	/								20
9	S	/								20
10	S	/								20
11	S	/								5
12	S	/								15
13	S	/								5
14	S	/								20
15	S	/								20
16	S	/								20
17	S	/								5
18	S	/								20
19	S	/								5
20	S	/								10
21	S	/								10

Proposal Items: _____



Irrigation Technical Inspection Report

Irrigation Controller	Solstice Controller	Site Name	Con-Tone
Location	Location	Location	
Time of Day	Time	Time of Day	7:00
Power On	Power	Date of Inspection	12/8/24
General Information	Backflow	Y	N
Day	Day	Y	N
Master	Master	Y	N
Valve	Valve	Y	N

Repairs Proposal or Completed Repairs									
Zone	Head Type (Rotor, Spray, Drip, etc.)	Plant Type Turf Shrub Annual	Pipes Lateral Line Break	Broken Heads Turf Spray (4") Shrub Spray (1/2") Fixed Rotor Gear Driven Rotor Cleaned/Replaced Nozzle	Comments & Recommendations				
1	D	/			A	10	10		
2	R	/			20	10			
3	D	/			20	10			
4	D	/			20	10			
5	D	/			20	10			
6	D	/			20	10			
7	R	/			25	10			
8	R	/			25	10			
9	D	/			20	10			
10	D	/			20	10			
11	D	/			45	25			
12	R	/			30	10			
13	R	/			30	10			
14									
15									
16									
17									
18									
19									
20									

Proposal Items: _____



112 3 4 5 6 7 8 9 10 11 12
13 14 15 16 17 18 19 20
- 2014 - 2015 -

Irrigation Technical Inspection Report

Hunter

Controller	Source Connection	Site Name	<i>St. Clare</i>
Location	Location	Location	
Type Size	Size	Technician	<i>Jeff</i>
Part Label	Source	Date of Inspection	<i>10/21/14</i>
Power On	Read Meter		
General Information	Backflow	<i>A</i>	Set to Run Odd Even Every Days <i>10:00 AM</i>
Day	Day		on Days of Week <i>S (1) Tu (1) Th (1) S</i>
Master	Master	<i>B</i>	Set to Run Odd Even Every Days <i>10:00 PM</i>
Valve	Valve		on Days of Week <i>S M (1) W (1) Th (1) S</i>

Repairs Proposal or Completed Repairs

Zone	Head Type (Rotor, Spray, Trip, etc.)	Plant Type			Pipes	Broken Heads				Comments & Recommendations
		Turf	Shrub	Annual		Lateral Line Break	Turf Spray (4")	Shrub Spray (1.2")	Fixed Rotor	
1	S	/								20
2	R	/								20
3	R	/								20
4	S	/								20
5	D	/								20
6	S	/								20
7	S	/								20
8	D	/								20
9	D	/								20
10	S	/								20
11	R	/								20
12	R	/								20
13	R	/								20
14	R	/								20
15										
16										
17										
18										
19										
20										

Proposal Items:



100 3700000000, 100
A 2000 1000000000

Irrigation Technical Inspection Report

Controller	100 3700000000, 100	Site Name	Sunglass 1
Location	100 3700000000, 100	Location	
Inspector	100 3700000000, 100	Inspector	Jill
Date of Visit	100 3700000000, 100	Date of Visit	10/24/24
General Information	Backflow	Backflow	
Pressure	Pressure	Pressure	
Master	Master	Master	
Valve	Valve	Valve	

A Set to Run Odd Even Even Days 11 AM
on Days of Week S M W T F S
B Set to Run Odd Even Even Days 11 PM
on Days of Week S M W T F S

Repairs Proposal or Completed Repairs

Controller	Plant Type	Pipes	Broken Heads	
Zone	Head Type (Rotor, Spray, Trip, etc.)	Turf Shrub Annual	Lateral Line Break Turf Spray (4") Shrub Spray (1.2") Fixed Rotor Arc or Driven Rotor Cleaned/Replaced Nozzle	Comments & Recommendations
1	S	/		15
2	S	/		15
3	S	/		15
4	R	/		59
11	B S	/		30
12	B R	/		59
16	R	/		59
17	B S	/		30
18	B S	/		30
19	B R	/		30
20	R	/		45
12				
13				
14				
15				
16				
17				
18				
19				
20				

Proposal Items:



Irrigation Technical Inspection Report

Honey

5. Wheatgrass

500
10 ha/24

General Information	Backflow	x	y	A	Set to Run	215	215	215	215	11 AM
Day	Day	x	y		215	215	215	215	215	
Master	Master	x	y	B	Set to Run	215	215	215	215	11 PM
Slave	Slave				215	215	215	215	215	

Repairs Proposal or Completed Repairs

	Controller	Plant Type	Pipes	Broken Heats	
	Zone	Head Type (Rotor, Spray, Drip, etc.)	Turf Shrub Annual	Lateral Line Break Turf Spray (4") Shrub Spray (1/2") Fixed Riser Gear Driven Rotor Cleaned/Replated Nozzle	Comments & Recommendations
16	1	R	/		12 59
17	2	S	/		15
18	3	S	/		15
19	4	R	//		59
20	5	R	//		59
21	6	S	/		15
22	7	S	//		15
23	8	RS	//		59
24	9	R	/		59
25	10	R	//		59
26	11	S	/		15
27	12	S	/		5
28	13	S	/		10
29	14	R	//		48
30	15				
31	16				
32	17				
33	18				
34	19				
35	20				

Proposal Items:



Irrigation Technical Inspection Report

Hunter

Irrigation Controller	Source Connection	Site Name	Fluor
Location	Location	Location	
Tide Size	Size	Test Date	10/2/14
Pressure Gauge	Source Water	Date of Inspection	10/2/14
Power On	Read Meter		
General Information	Backflow	A	Set to Run Odd Even Every Days 10 P
Day	Day		on Days of Week S M Tu W Th F S
Master	Master	B	Set to Run Odd Even Every Days 10 P
Valve	Valve		on Days of Week S M Tu W Th F S

Repairs Proposal or Completed Repairs

Controller		Plant Type	Pipes	Broken Heads					Comments & Recommendations
Zone	Head Type (Rotor, Spray, Drip, etc.)	Turf Shrub Annual	Lateral Line Break	Turf Spray (4") Shrub Spray (12") Fixed Riser Gear Driven Rotor Cleaned/Replated Nozzle					
1	S	/							A 30
2	R	/							59
3	D	/							5
4	R	/							59
5	S	/							30
6	S	/							30
7	D	/							15
8	S	/							10
9	R	/							40
10	B	/							5
11	S	/							30
12	S	/							30
13	S	/							25
14	D	/							5
15	D	/							5
16	S	/							30
17	R	/							59
18	S	/							15
19	S	/							30
20	S	/							30

Proposal Items:



Irrigation Technical Inspection Report

Handwritten: Hunter

Irrigation Controller	Source Connection	Site Name	Floco Ranch	2
Location	Location	Location		
Type Size	Size	Technician	Jell	
Pressure Gauge	Source Water	Date of Inspection	10/29/24	
Power On	Back Water			
General Information	Backflow	X	N	A Set to Run Odd Even Even Days 10 PM
Day	Day	X	N	on Days of Week S M W T F S
Master	Master	X	N	B Set to Run Odd Even Even Days 10 PM
Valve	Valve			on Days of Week S M W T F S

Repairs Proposal or Completed Repairs

	Zone	Head Type (Rotor, Spray, Drip, etc.)	Plant Type			Pipes	Broken Heads					Comments & Recommendations	
			Turf	Shrub	Annual		Lateral Line Break	Turf Spray (4")	Shrub Spray (12")	Fixed Riser	Geat Driven Rotor		Cleaned/Replaced Nozzle
22	1	R	/	/	/							B	30
23	2	S	/	/	/								20
24	3	S	/	/	/								30
25	4	D	/	/	/								5
26	5	S	/	/	/								15
27	6	D	/	/	/								5
28	7	R	/	/	/								57
29	8	S	/	/	/								30
30	9	S	/	/	/								30
31	10	S	/	/	/								30
32	11	S	/	/	/								30
33	12	S	/	/	/								30
34	13	S	/	/	/								30
35	14	S	/	/	/								30
36	15	S	/	/	/								30
37	16	S	/	/	/								30
38	17	D	/	/	/								30
39	18	S	/	/	/								30
40	19	S	/	/	/								30
41	20	R	/	/	/								30
42	S	/	/	/	/								30
43	S	/	/	/	/								30
44	D	/	/	/	/								30
45	D	/	/	/	/								30
46	D	/	/	/	/								30



100 37444477, 100
100 37444477, 100

Irrigation Technical Inspection Report

System Controller	100 37444477, 100	Site Name	Crossstern
Location	100 37444477, 100	Address	1
Time Zone	EST	Time	10/14/11
Power Source	100 37444477, 100	Power On	12:00 AM
General Information	Backflow	Set to Run	Odd Even Even Days
Day	Day	Days of Week	0 0 0 0 0 0 0
Master	Master	Set to Run	Odd Even Even Days
Valve	Valve	Days of Week	S M Tu W Th F S

Repairs Proposal or Completed Repairs

Zone	Head Type (Rotor, Spray, Trip, etc.)	Plant Type			Broken Heads				Comments & Recommendations
		Turf	Shrub	Annual	Lateral Line Break	Turf Spray (4")	Shrub Spray (12")	Fixed Riser	
1	SR	/							20
2	D	/							20
3	D	/							20
4	S	/							20
5	D	/							20
6	D	/							20
7	S	/							20
8	S	/							20
9	R	/							20
10	D	/							20
11	D	/							20
12	D	/							20
13	R	/							20
14	D	/							20
15	S	/							20
16	S	/							20
17	D	/							20
18	S	/							20
19	D	/							20
20									

Proposal Items:



Irrigation Technical Inspection Report

System Controller	System Description	Site Name	Crosstown	2
Location	Location	Location		
Job Site	Site	Site	Jett	
Part Number	Part Number	Part Number	10/14/14	
Power On	Power On	Power On		
General Information	Backflow	#2	Set to Run	Odd Even Even Days 12:00 AM
PRV	PRV		on Days of Week	S M T W T F S
Master	Master		Set to Run	Odd Even Even Days
Valve	Valve		on Days of Week	S M T W T F S

Repairs Proposal or Completed Repairs

	Controller		Plant Type			Pipes	Broken Heads					#2 RRG	Comments & Recommendations
	Zone	Head Type (Rotor, Spray, Drip, etc.)	Turf	Shrub	Annual	Lateral Line Break	Turf Spray (4")	Shrub Spray (12")	Fixed Riser	Gear Driven Rotor	Cleaned/Replaced Nozzle		
22	1	D	/									20	
23	2	D	/									20	
24	3	S	/	/								20	
25	4	D	/	/								20	
26	5	D	/	/								20	
27	6	D	/	/								20	
28	7	D	/	/								20	
29	8	D	/	/								20	
30	9	S	/	/								20	
31	10	S	/	/								20	
32	11	D	/	/								20	
33	12	S	/	/								20	
34	13	D	/	/								20	
35	14	R	/	/								20	
36	15	D	/	/								20	
37	16	S	/	/								20	
38	17	b	/	/								20	
39	18	S	/	/								20	
40	19	S	/	/								20	
41	20	R	/	/								20	

Proposal Items:



100 074444477, 100

100 074444477, 100

Irrigation Technical Inspection Report

System Controller	System Controller	Site Name	Crosssturn	3
Location	Location	Location		
Zone	Zone	Zone		
Part Number	Part Number	Part Number		
Power On	Power On	Power On		
General Information	General Information	General Information		
Zone	Zone	Zone		
Master	Master	Master		
Valve	Valve	Valve		

#3 Set to Run Odd Even Even Days 12:00 AM
 on Days of Week 0 1 2 3 4 5 6
 Set to Run Odd Even Even Days
 on Days of Week 0 1 2 3 4 5 6

Repairs Proposal or Completed Repairs

Zone	Head Type (Rotor, Spray, Trip, etc.)	Plant Type			Pipes	Broken Heads				Comments & Recommendations
		Turf	Shrub	Annual		Lateral Line Break	Turf Spray (4")	Shrub Spray (12")	Fixed Rotor	
43	S	/	/							10
44	S	/	/							10
45	D	/	/							10
46	D	/	/							10
47	R	/	/							10
48	S	/	/							10
49	S	/	/							10
50	D	/	/							10
51	D	/	/							10
52	D	/	/							10
53	R	/	/							10
54	D	/	/							10
55	D	/	/							10
56	D	/	/							10
57	R	/	/							10
58	R	/	/							10
17										
13										
19										
20										

#3 P4M

Comments & Recommendations

Proposal Items:



Irrigation Technical Inspection Report

System Controller	System Description	Site Name	Publix Commons
Location	Location	Location	
Zone Size	Zone	Technician	Jeff
Start Date	Start Date	Visit Date	10/15/24
Power On	Power Meter		
General Information	Backflow	A.	Set to Run Odd Even Even Days 1:00 AM
PR	PR		on Days of Week 0 M 0 D 00
Master	Master		Set to Run Odd Even Even Days
Valve	Valve		on Days of Week S M Tu W Th F S

Repairs Proposal or Completed Repairs					
Controller	Plant Type	Pipes	Broken Heads		
Zone	Head Type (Rotor, Spray, Trip, etc.)	Turf Shrub Annual	Lateral Line Break	Turf Spray (4") Shrub Spray (1.2") Fixed Riser Gear Driven Rotor Cleaned/Replaced Nozzle	A. Comments & Recommendations
1	R	/			1:00
2	R	/			1:30
3	R	/			1:00
4	R	/			1:00
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					

Proposal Items: _____



Irrigation Technical Inspection Report

System Controller	Source Connection	Site Name	OF Health Commons
Controller	Location	Location	
Zone	Zone	Technician	Jeff
Pressure	Pressure	Date	10/15/21
Power On	Power On		
General Information	Backflow	A.	Set to Run Odd Even Even, Day 1'00 1m
Day	Day		on Days of Week S O T O T O S
Master	Master		Set to Run Odd Even Even, Days
Valve	Valve		on Days of Week S M T W Th F S

Repairs Proposal or Completed Repairs

Zone	Head Type (Rotor, Spray, Drip, etc.)	Plant Type			Pipes				Broken Heads		Comments & Recommendations
		Turf	Shrub	Annual	Lateral Line Break	Turf Spray (4")	Shrub Spray (1/2")	Fixed Rotor	Garat Driven Rotor	Cleaned/Replaced Nozzle	
1	S	/	/							2	30
2	S	/	/							2	30
3	S	/	/								30
4	S	/	/							1	30
5											
6											
7											
8											
9											
10											
11											
12											
13											
14											
15											
16											
17											
18											
19											
20											

Proposal Items:



Irrigation Technical Inspection Report

1. Laker

Waterbury River clock

Jeff
10/30/24

A

1 AM

0 0 0 0

Repairs Proposal or Completed Repairs

Controller		Plant Type		Pipes		Broken Heads		Comments & Recommendations
Zone	Head Type	Roton	Spray	Tray	Box	Fixed	Replaced	
1	S	/	/	/	/	/	/	10
2	D	/	/	/	/	/	/	5
3	S	/	/	/	/	/	/	10
4	D	/	/	/	/	/	/	5
5	R	/	/	/	/	/	/	25
6	R	/	/	/	/	/	/	25
7	S	/	/	/	/	/	/	5
8	R	/	/	/	/	/	/	25
9	D	/	/	/	/	/	/	15
10	R	/	/	/	/	/	/	15
11	SD	/	/	/	/	/	/	15
12	R	/	/	/	/	/	/	25
13	R	/	/	/	/	/	/	10
14	R	/	/	/	/	/	/	10
15	S	/	/	/	/	/	/	10
16	S	/	/	/	/	/	/	10
17	R	/	/	/	/	/	/	20
18	R	/	/	/	/	/	/	10
19	SR	/	/	/	/	/	/	20
20	SR	/	/	/	/	/	/	10
21	R	/	/	/	/	/	/	20

21 SR
Proposed Items

22 R

EXHIBIT “D”

The Greenery – Landscape Maintenance Reports - October 2024

\\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 Jones



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
Common Area	Maint	8.20.24	Dog park @ Cointoss Park needs fertilizer	9.30-10.4.24 (sch.)
Common Area	Maint	9.24.24	Tree suckers around various parts of prop	Weekly\In Progress
Property	Maint	10.1.24	Landscape beds need consistent edging	Weekly\In Progress
Property	Maint	10.1.24	Sweet grasses cut back off sidewalks	Weekly\In Progress
Common Area	Maint	10.1.24	Weeds are back in BioSwale area	Weekly\In Progress
Warranty	Maint	10.1.24	5 dead Magnolia trees @ Cointoss	In Progress
Warranty	Maint	10.1.24	Blue Daze & Sod replacement	On hold from weather
Common Area	Maint	Weekly	Weeds in pool deck	Weekly\In Progress
Common Area	Maint	10.22.24	Dead branch in tree on Floco by offices	
Common Area	Maint	10.22.24	Crack weeds by JEA station on Floco	
Common Area	Maint	10.22.24	Commerce Park entrance beds need treatment	
Enhancement	Maint	10.22.24	Gravel at Ponder Circle Path	Upon Approval
Common Area	Maint	10.22.24	BioSwale in Townhomes has new weed growth	
Common Area	Maint	10.22.24	Dead branch in tree along Morning Ray	
Common Area	Maint	10.22.24	Publix Berm ditch line needs spray	
Common Area	Maint	10.22.24	Trim Viburnum along Curiosity - 2nd section	
Common Area	Maint	10.22.24	Clean pine-straw off Blue Daze	10.23.24
Common Area	Maint	10.22.24	Tree down @ Cointoss	10.24.24
Common Area	Maint	10.22.24	Boardwalk overgrowth along 200	
Common Area	Maint	10.22.24	Street sweep on site	10.24.24

**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